



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-013812-26

In the matter of: 1, 1100 DONALD ST E
THUNDER BAY ON P7E 5V6

Between: TBDSSAB Housing Programs Landlord

And

Bradley Fisher Tenant

TBDSSAB Housing Programs (the 'Landlord') applied for an order to terminate the tenancy and evict Bradley Fisher (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on June 1, 2026.

Only the Landlord's legal representative, Jennifer Fenton, Landlord's agent, Jamie Petrin and Landlord's witness, Krista Zipper attended the hearing.

As of 11:00am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is terminated as of June 26, 2026.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is in a residential complex containing 8 rental units
4. On February 12, 2026, the Landlord gave the Tenant an N6 and an N7 notice of termination. The notices of termination contain the same allegations: on January 26, 2026 the Tenant closed the windows, locked the doors and set a fire in the rental unit, which rendered the unit uninhabitable. Due to the Tenant closing the windows and locking the doors, both were required to forcibly breached. The Landlord received an invoice for over \$7,000.00 for emergency services as a result of the fire.

Evidence

5. The Landlord's agent, Jamie Petrin ('JP') referenced page 1 of the Landlord's Evidence Package (DOC-8024821) which was an email from Krista Zipper which informed JP that a fire occurred at the rental unit. The email it states:

...At the scene Fire Platoon Chief Brent advise that they found no one in the unit; he also advised that the fire was set intentionally (someone let the pile of garbage at the front of the unit).

I called Jennifer to jump on the cameras and she confirmed no one but the tenant entered or exited the unit between 7:00 PM and 8:02 PM when the tenant exited; by 8:04 PM the heat from inside the unit was strong enough to start melting the snow outside the door of the unit.

6. At page 17 of the Landlord's Evidence Package, JP referenced an internal report completed by the security office detailing the incident, and facts such as, when Police and Fire attended and their findings with respect to the reason for the fire, the report stated:

On 2026-01-26, at approximately 20:04 hours, a fire began at 1100 Donald St., Inside unit 1. The fire department was on scene at 20:10 hours and contained the fire. On call TBDSSAB employee was on site shortly after to assess the damage. Police attended the scene at 21:42 hours. Police left his seen it approximately 22:00 hours. At approximately 23:30 hours, the fire department contacted the police for an update, with the police turning the scene over to fire department as a result. The fire department subsequently arranged for the unit to be forensically sealed....

... The fire department notified SPM that the fire was human caused by lighting multiple areas of the unit on fire. Housing staff verified surveillance and found the only person who could have lit the fires was the tenant, who left after lighting the fires, locking the door behind him.

7. Further within the referenced internal report at page 17, provides additional notes which stated that:
 - Fire personnel on scene indicated that this fire may have the result of malicious intent rather than accidental.

- Subsequent investigation of the fire noted many irregularities that indicate a high potential that the fire was a result of arson.
 - Smoke alarm in unit 1 was dismantled
 - Multiple sources for the fire
 - Stove being left on next to a chemical container
8. JP referenced pictures of the fire at pages 9 to 16 where she states the Thunder Bay Fire Department identified to her ignition sites in the garbage throughout the rental unit. Finally, JP referenced page 19 of the Landlord's Evidence package, an invoice from Winmar, Invoice 133270, in the amount of \$7,112.58 for emergency mitigation efforts. JP stated that this does not capture the scope of restoration that will be required for the rental unit, the invoice is solely related to the emergency mitigation efforts.
 9. JP further testified that the Tenant had attended the office on multiple occasions after the fire to pick up keys for the rental unit. After the fire in February 2026 the Tenant told JP that the Landlord would not be able to prove he set the fire.
 10. The Landlord's witness, Krista Zipper ('KZ') testified that she was on call the night of the fire and received a phone call there was a fire, she arrived at the rental unit at 8:30pm. KZ stated as was outlined within the above email to JP, she reached out to confirm if any individuals had entered or exited the rental unit at the time of the fire. KZ stated and testified that as per the cameras no other individual had entered or exited the rental unit except the Tenant for one hour before the fire began. KZ stated that she spoke with the Tenant on the night of the fire. The Tenant was evasive and did not stay at the scene to speak with the Police.
 11. The Landlord submitted a video (DOC-8025605) beginning at 41 seconds was played that showed the ice and snow melting rapidly, smoke building and various residents attempting to break the windows and doors to ensure that there were no individuals remaining in the rental unit.

Analysis

12. The Tenant was observed on video leaving the rental unit and locking the door at the time of the fire. The evidence indicates that he was the only person in the rental unit at this time. Further, as outlined within the internal report adduced at the hearing, the Fire Department indicated that the fire was a result of arson which included several ignition sites, the smoke detector being dismantled and an accelerant by the stove which was on left on the highest setting. I find that the evidence supports the finding that the Tenant was responsible for the fire and the fire was intentionally started.
13. On the basis of the Landlord's uncontested evidence, and on a balance of probabilities, I find that the Tenant willfully set a fire in the residential complex on January 26, 2026 and that this fire, the resulting smoke, and the fire department's efforts to extinguish the fire, including the requirement to break down the door and the broken windows, caused undue damage to the residential complex. I also find that as a result of the Tenant setting the fire, he seriously impaired the safety of any person in the residential complex.

Illegal act

14. Section 61 of the *Residential Tenancies Act, 2006* (the 'Act') states:

61 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.

15. Section 434 of the Criminal Code states:

434 Every person who intentionally or recklessly causes damage by fire or explosion to property that is not wholly owned by that person is guilty of an indictable offence and liable to imprisonment for a term not exceeding fourteen years. R.S., 1985, c. C-46, s. 434(1990, c. 15, s. 1

16. In *Samuel Property Management Ltd. v. Nicholson*, 2002 CanLII 45065 (ON CA), [2002] O.J. No. 3571, the Court of Appeal for Ontario held that “to justify termination of a tenancy the illegal act must be serious. Trivial illegality does not warrant termination.” Therefore, if the illegal act or business is trivial or technical, the illegal act or business may not be serious enough to warrant eviction.

17. Similarly, in *Swansea Village Co-op v. Balcerzak*, 1988 CanLII 4844 (ONSC), [1988] O.J. No. 84, the Divisional Court held that “eviction for an illegal act does not apply to trivial offences. It is necessary that the offence has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the landlord or other tenants.”

18. For the following reasons, I find that the Tenant’s conduct on January 26, 2026 satisfies the requirements of subsection 61(1) of the Act because this conduct amounts to serious violations of the Criminal Code that disturbed the reasonable enjoyment of the other tenants of the residential complex. First, the Tenant’s conduct in the residential complex satisfies the constituent elements of the offence of arson under section 434 of the Criminal Code: He intentionally or recklessly caused damage by fire to property not wholly owned by himself, the rental unit.

Serious impairment of safety

19. Section 66 of the Act states:

66 (1) A landlord may give a tenant notice of termination of the tenancy if,
 (a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
 (b) the act or omission occurs in the residential complex.

20. In the Court in *Furr v. Courtland Mews Cooperative Housing Inc.* held that “impairment” of safety includes both actual impairment and a real risk of impairment. As such, the Act does not require any person to have been hurt or injured as a result of the Tenant’s conduct; it is

sufficient that it is foreseeable that the conduct could have resulted in a real risk of serious impairment to safety.

21. This act of arson resulted in large amount of smoke, high heat and risk to the neighbours and neighbouring tenants within the residential complex. The fire itself presented a clear risk of danger to the lives, safety, health and comfort of the residents, occupants and visitors of the residential complex. The offence is a serious violation of the Criminal Code, potentially warranting terms of imprisonment. Finally, the Tenant's conduct disturbed the reasonable enjoyment of the other tenants of the residential complex.
22. Based on the monthly rent, the daily compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
23. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
24. There is no last month's rent deposit.

Relief from Eviction

25. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
26. The Landlord's agent testified that the individuals who access the residential complex are vulnerable individuals with complex issues including mental health and addiction challenges. The Landlord's agent stated they have substantial concern with the Tenant having access to and/or residing at the residential complex due to the Tenant's actions in locking the door, leaving the rental unit and failing to inform any of the other residents at the residential complex of the fire.
27. The Tenant did not attend to provide information about their circumstances or request any relief. The Landlord says that, although rent continues to be paid, the Tenant has not been seen at the rental unit and the Landlord's believed the Tenant is not residing there.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 26, 2026.
2. If the unit is not vacated on or before June 26, 2026, then starting June 27, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 27, 2026. The Sherrif is requested to expedite the enforcement of this order.

4. The Tenant shall also pay the Landlord compensation of \$19.73 per day for the use of the unit starting June 27, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 27, 2026 at 4.00% annually on the balance outstanding.

June 15, 2026
Date Issued

Angela Smith
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 21, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.