



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-101086-25

In the matter of: 209, 1301 ELIZABETH ST E
FORT FRANCES ON P9A1W3

Between: Rainy River District Social Services Administration Board Landlord

And

Troy Marschalk Tenant

Rainy River District Social Services Administration Board (the 'Landlord') applied for an order to terminate the tenancy and evict Troy Marschalk (the 'Tenant') because 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 3, 2026.

Only the Landlord's Agent, Sarah DeGagne, attended the hearing.

As of 10:13 a.m., 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 and the claim for compensation in the application. Therefore, the tenancy is terminated, and the Tenant must vacate the rental unit on or before June 22, 2026.
2. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations
3. The Tenant was in possession of the rental unit on the date the application was filed.

4. On November 21, 2025, the Landlord mailed the Tenant an N7 notice of termination deemed served on November 26, 2026. The notice of termination contains the following allegations: the Tenant has seriously impaired the safety of another person in the residential complex by leaving food in the oven burning unattended which set off the fire alarm in the residential complex and then becoming violent with emergency responders.
5. The Landlord's Agent testified that on November 19, 2025, the Tenant was found unconscious in his rental unit with food burning in the oven which had set off the fire alarm in the rental unit and the residential complex. The Landlord's Agent testified that emergency responders attended. The Landlord's Agent testified that when the Tenant regained consciousness, he became violent and uncooperative and began punching walls and yelling at the emergency responders.
6. The Landlord's Agent testified that while in the rental unit, maintenance staff observed cigarette butts, overflowing ashtrays throughout the unit, and significant amounts of combustible materials piled in the unit. The Landlord's Agent provided pictures of the rental unit from November 19, 2025, and there was a bed blocking the balcony door, which is an emergency exit to the unit.
7. This application is based on a notice of termination served on the Tenant pursuant to section 66 of the *Residential Tenancies Act, 2006* (the 'Act'). That section permits a landlord to give a tenant a notice of termination if an act or omission of the tenant seriously impairs the safety of another person, provided that the act or omission complained of occurs in the residential complex. The question before me is whether the Tenants' actions put someone at serious risk of harm? Not every risk of harm to another will meet the test, as the impairment of safety must be serious.
8. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175, the Divisional Court clarified that an individual does not have to be hurt or injured and a serious impairment of safety does include:
 - (i) the potential for an outcome that has the risk of a substantial negative effect on a person's well-being;
 - (ii) a foreseeable act or omission that could result in or may result in a serious impairment to safety; and
 - (iii) extremely loud and intense arguments could easily result in violence and would be a safety hazard.
9. Based on the uncontested evidence before me, I am satisfied that the Tenant has seriously impaired the safety of other residents in the residential complex. The Tenant left food unattended in the oven to the point where it set off fire alarms, necessitating the fire department to attend the residential complex. Furthermore, upon the emergency responders attending, the Tenant was uncooperative. I am satisfied this demonstrates a lack of accountability for the seriousness of the situation on the Tenant's part.
10. Additionally, the photo provided by the Landlord shows that the Tenant's unit is an active fire risk between the bed blocking the door to the balcony, the overflowing ashtrays, and

proximity to combustible materials. I am satisfied from the photos that there is a lack of care from the Tenant for fire safety that puts the entire residential complex at risk.

11. As such, I am satisfied that the Tenant has seriously impaired the safety of other residents by failing to take fire safety seriously. This conduct occurred in the residential complex.

Relief from eviction

12. The Landlord's Agent provided that they were unaware of any circumstance of the Tenant that would support denying or delaying eviction. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
13. The Tenant was required to pay the Landlord \$352.98 in daily compensation for use and occupation of the rental unit for the period from December 20, 2025, to March 3, 2026.
14. Based on the monthly rent, the daily compensation is \$4.77. This amount is calculated as follows: \$145.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

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 22, 2026.
2. If the unit is not vacated on or before June 22, 2026, then starting June 23, 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 23, 2026.
4. The Tenant shall pay to the Landlord \$352.98, which represents compensation for the use of the unit from December 20, 2025, to March 3, 2026. The Landlord shall deduct from this amount any rent payments the Tenant made for this period.
5. The Tenant shall also pay the Landlord compensation of \$4.77 per day for the use of the unit starting March 4, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$538.98.

8. If the Tenant does not pay the Landlord the full amount owing on or before June 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026, at 4.00% annually on the balance outstanding.

June 17, 2026
Date Issued

Nicole Pedron
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 23, 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.