



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

File Number: LTB-L-024051-26

In the matter of: 303, 719 EIGHTH ST S
KENORA ON P9N0J7

Between: Kenora District Services Board Landlord

And

Dennis Larson Tenant

Kenora District Services Board (the 'Landlord') applied for an order to terminate the tenancy and evict Dennis Larson (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 June 16, 2026.

The Landlord's Agent, Darcie Penner and the Landlord's Representative, Nicki Zilkalns and the Tenant attended the hearing.

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 shall be terminated pursuant to the terms of this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 23, 2026, the Landlord gave the Tenant an N7 notice of termination by handing a copy of the document to the Tenant. The notice of termination contains the following allegations: The Tenant has seriously impaired the safety of any person and the act, or omission occurred in the residential complex.
4. The Landlord's Agent, Darcie Penner (D.P). is employed by the Landlord in the capacity of a property manager/administrator.

5. D.P. testified that on January 17, 2026, a fire occurred inside of the Tenant's rental unit. The fire started because of the Tenant cooking and leaving the food unattended, resulting in the food burning and filling the entire rental unit and common hallways with smoke. The residents in the building had to be evacuated and the area had to be ventilated with smoke removed. The fire department attended at the time of the fire. The Landlords tendered a copy of the fire department report as evidence. The Tenant was at home at the time of the incident and was found slumped over in the washroom.
6. D.P. spoke to the Tenant regarding this incident and informed the Tenant that he cannot leave any food unattended while cooking as it is a serious impairment of safety to everyone in the building.
7. D.P. testified that on February 17, 2026, the fire department attended the rental complex for another call for a fire inside the Tenant's rental unit. Upon arrival at the rental unit, the fire department observed heavy smoke in the rental unit and hallways, and a burnt pan on the stove inside of the Tenant's rental unit. The fire department determined the fire occurred because of unattended cooking.
8. D.P. also testified that since the Landlord's application being filed with the Board, the Tenant has caused and/or created an additional three incidents in which the smoke alarm in the Tenant's rental unit sounded for excessive smoke inside the unit. The three dates of the additional incidents are March 24, 2026, April 29, 2026, and May 12, 2026. D.P. also testified that all three incidents resulted from the Tenant leaving food unattended while cooking and the food burning.
9. D.P. testified that the Tenant's actions and incidents have caused a serious impairment of safety to all of the residents within the residential complex, including the Tenant. D.P. also testified that some of the residents in the building require oxygen masks and are significantly impacted by these incidents.
10. D.P. testified that the Landlord has attempted to reach out to the Tenant and offer the Tenant community supports which the Tenant declined. The Tenant did not wish to engage in any conversations or supports offered by the Landlord.
11. The Tenant, Dennis Larson (D.L.), did not dispute that there was a fire in his rental unit on January 17, 2026, and attributed the fire starting to him being overly tired and falling asleep while cooking.
12. D.L. also attributed the incident that occurred on February 18, 2026, to him being overly tired and falling asleep while cooking.
13. D.L. testified that he now has support in place which will provide him with assistance in cleaning his rental unit and providing him with meals on two out of seven days a week. He also testified that he intends to continue cooking but will be more careful when doing so.
14. D.L. testified that he has been residing in the rental unit since January 2026, and that he wishes to continue residing in the unit as it accommodates his mobility issues. D.L. also testified that if the tenancy were terminated, he would need additional time to secure alternative housing that can accommodate his mobility issues.

15. Based on the evidence, I am satisfied that the Tenant has seriously impaired the safety of himself and everyone inside the residential complex by leaving food unattended while cooking. This conduct occurred in the residential complex and occurred on more than one occasion.
16. The Tenant was required to pay the Landlord \$3,955.05 in daily compensation for use and occupation of the rental unit for the period from March 10, 2026, to June 16, 2026. At the hearing, the Landlord's Representative submitted that the Landlord was not seeking any daily compensation for this period.
17. Based on the monthly rent, the daily compensation is \$39.95. This amount is calculated as follows: \$1,215.00 x 12, divided by 365 days.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.
20. The Landlord was unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order but was not opposed to a short delay to July 31, 2026, allowing the Tenant additional time to secure alternative housing.
21. The Tenant sought relief by way of an extension allowing the Tenant additional time to secure alternative housing.
22. 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 not be unfair to postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act. This will allow the Tenant additional time to secure alternative housing.

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 July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. The Tenant shall also pay the Landlord compensation of \$39.95 per day for the use of the unit starting June 17, 2026, until the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Ilan Shingait
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 February 1, 2027, 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.