



**Order under Section 78(6)
Residential Tenancies Act, 2006**

File Number: LTB-L-098389-25

In the matter of: 524, 168 JOHN ST
TORONTO ON M5T2X9

Between: Toronto Community Housing Corporation Landlord

And

Siu Lan Tom Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Siu Lan Tom (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant failed to meet a condition specified in the order issued by the Board on May 26, 2025 with respect to application LTB-L-005732-25.

This application was heard by videoconference on December 22, 2025. The Landlord's representative Lidia Cruz, and the Tenant, assisted by Tom Lai, an interpreter, who assisted with translating the conditions set out in this order. The terms were uploaded to the Board's Portal.

At the hearing, the parties consented to the following order.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant agrees to use the unit only for its intended purpose and will restore and maintain the rental unit in a safe, clean, and reasonable living condition that complies with s.629-6 of the Toronto Municipal Code, Chapter 629, Property Standards, O. Reg. 213/07 Fire Code, the *Residential Tenancies Act.*, and the signed lease, this is not limited to the following:
 - a) Bringing the unit to compliance and maintaining the unit to an acceptable state, in accordance with O. Reg. 213/07 Fire Code, 2.4.1.1. (1), which states that combustible materials shall not be accumulated in or around a building in such quantity or such location as to create a fire hazard, this includes making sure that the electrical panel is also free from obstructions.
 - b) Reducing the amount of combustible materials and excessive clutter to a level 3 or lower on the clutter image rating scale;

- c) Bringing the unit to compliance and maintaining the rental unit in accordance s.629-6 (a) of the Toronto Municipal Code, Chapter 629, Property Standards which requires that the unit including appliances are to be cleaned and maintained in a reasonable state in a cleanliness and sanitary condition. This includes being free from obstructions.
 - d) s.629-6 (b) of the Toronto Municipal Code, Chapter 629, Property Standards; Maintain all the plumbing, cooking, refrigerating appliances and fixtures and all storage facilities and other equipment in the unit or on the property in a clean and sanitary condition;
 - e) s.629-6 (d) of the Toronto Municipal Code, Chapter 629, Property Standards; clearing and maintaining all exists and windows in the unit unobstructed; doors/closets must be able to fully open with the handle touching the back of the wall (where applicable) and must be able to fully close, so that the unit is fully accessible (proper egress); additionally, all doors (Including closet) must be free and accessible.
 - f) Clearing and maintaining all pathways to all exits and windows with a minimum clearance width of 1 meter and making sure pathways are clear of any obstructions from floor to ceiling;
 - g) Stacked items are to be stacked securely, and they are not to be stacked higher than 1 meter; no items are to be stacked on top of kitchen cabinets
 - h) s.629-6 (e) and (g) of the Toronto Municipal Code, Chapter 629, Property Standards; to co-operate with the Landlord in complying with the requirements of s.629-6 of the Toronto Municipal Code, Chapter 629, Property Standards and to take immediate action to eliminate any unsafe condition
 - i) Garbage/recycling/debris is to be properly bagged and disposed of in the provided garbage receptacles. No open food sources are to be kept on kitchen countertops & floors, in order to avoid pest infestations; floors are to be swept and mopped regularly and in a timely manner to address and eliminate any foul odours that may emanate from the rental unit
 - j) Rooms are to be used for their intended purpose; No items are to be stored on the balcony area
3. The Tenant shall restore and maintain the rental unit to a safe, clean, and reasonable living condition as outlined in paragraph 2 in accordance with the following schedule:
- a) On or before January 26, 2026, the Tenant agrees to restore and maintain the storage room in the unit to a safe, clean, and reasonable living condition that is being used for its intended purpose. This includes, but is not limited to, ensuring:
 - i. That the volume of possessions is reduced to a level 3 or lower on the clutter image rating scale;

- ii. That materials shall not be accumulated in such quantity or such location as to create a fire hazard;
 - iii. That stacked items are to be stacked securely and not stacked higher than 1 meter;
 - iv. That there are no trip hazards along the pathways or floors and that the door are easily accessible- i.e. no items blocking access to room;
 - v. That the doors are able to fully open and close-i.e. the door handle touches the back wall, nothing is stored behind the door and is able to be operated without obstructions.
- b) On or before February 26, 2026, the Tenant agrees to restore and maintain the closets in the unit to a safe, clean, and reasonable living condition and is being used for its intended purpose. This includes, but is not limited to, ensuring:
 - i. That the volume of possessions is reduced to a level 3 or lower on the clutter image rating scale;
 - ii. That stacked items are to be stacked securely and not stacked higher than 1 meter; electrical panel is not to be blocked.
 - iii. That there are no trip hazards along the pathways or floors and that the door are easily accessible- i.e. no items blocking access to room;
 - iv. That the doors are able to fully open and close-i.e. the door handle touches the back wall, nothing is stored behind the door and is able to be operated without obstructions.
- c) On or before March 26, 2026, the Tenant agrees to restore and maintain the Living/sleeping Space to a safe, clean, and reasonable living condition and is to be used for its intended purpose, one that is in compliance with s.629-6 of the Toronto Municipal Code, Chapter 629, Property Standards, O. Reg. 213/07 Fire Code, the *Residential Tenancies Act.*, and the signed lease. This includes, but is not limited to, ensuring:
 - i. That the area is being used for its intended purpose and not for storage
 - ii. That the volume of possessions is reduced to a level 3 or lower on the clutter image rating scale;
 - iii. That stacked items are to be stacked securely, and that they are not stacked higher than 1 meter;
 - iv. That there is a clearance of pathways to all exits and windows and that the pathways must be a minimum clearance width of 1 meter; no items are to be stored/stacked against or directly in front of windows or doors in order to ensure that they are fully clear and accessible.

- v. That there are no trip hazards along the pathways or floors; pathways must be clear of any obstructions from floor to ceiling;
 - vi. That all exits and entrance ways to the unit are clear and accessible – i.e. the door handle touches the back wall, and nothing is stored behind the door in order to have proper egress;
 - vii. That the space is kept in a reasonable state of cleanliness- belongings organized, rooms swept, mopped, closet doors are accessible
 - viii. That all garbage/recycling/debris is properly bagged and disposed of in the provided garbage receptacles in a timely manner.
- d) On or before April 26, 2026, the Tenant agrees to restore and maintain the Washroom to a safe, clean, and reasonable living condition and is being used for its intended purpose. This includes, but is not limited to, ensuring:
- i. That there are no trip hazards along the pathways or floors;
 - ii. That the bathroom door must be able to fully open-i.e. the door handle touches the back wall, and nothing is stored behind the door; and
 - iii. That stacked items are secure and not higher than 1 metre
 - iv. That there is no clutter or garbage/recycling/debris on the washroom countertops & floors;
 - v. That the Tenant properly disposes of waste and debris, in a timely manner in order to prevent foul odours and pest infestations.
 - vi. That the space is kept in a reasonable state of cleanliness with belongings organized, room swept, mopped, and that the tub/sink/toilet are to be cleaned on a regular and timely basis
4. After April 26, 2026, and for a period of 48 months from that date, the Tenant shall continue to maintain the rental unit in accordance with paragraph 2 & 3 above.
5. On or after each of the respective dates as outlined in paragraph 3, the Landlord shall provide the Tenant with a 24-hour notice of entry, and the Landlord shall inspect the rental unit monthly for a period of 12 months in order to assess compliance with paragraph 2 and 3 above.
6. After the Landlord serves the Tenant with a 24-hour notice of entry, the Tenant shall not deny, hinder or obstruct the Landlord's entry, and/or interfere with the Landlord in exercising their right to enter the rental unit, unless the Tenant has an urgent or compelling medical reason to do so.

7. After April 26, 2027, for a period of 12 months the Landlord shall provide the Tenant with a 24-hour notice of entry and the Tenant shall permit the Landlord to conduct inspections every 3 months in order to assess compliance with paragraph 2 & 3 above.
8. If the Tenant fails to comply with paragraphs 2-7 as set out in this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

January 9, 2026

Date Issued

Greg Joy

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.