



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

File Number: LTB-L-057518-25

In the matter of: 246 SUPERIOR STREET
STAYNER ON L0M1S0

Between: Norm Taylor Landlord

And

Debra Hanna Tenant

Norm Taylor ('NT' or the 'Landlord') applied for an order to terminate the tenancy and evict Debra Hanna ('DH' or the 'Tenant') because: the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date. (the L2 application)

This L2 application was heard by videoconference on November 4, 2025.

Only the Landlord and the Landlord's Legal Representative, Sophia Lavimodiere ('LLR'), attended the hearing.

As of 11:19 am, 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. I confirm that no one for the Tenant appeared in the videoconference room for the balance of the full-day hearing block.

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 daily compensation in the L2 application. Having regard to the submissions and disclosed circumstances, therefore, the tenancy will be terminated with a postponed date of January 31, 2026.
2. The Tenant was in possession of the rental unit on the date the L2 application was filed and the tenancy is still active as of the date of this hearing.
3. N5 Notice of Termination :- On June 27, 2025, the Landlord mailed the Tenant a voidable N5 notice of termination which is deemed served on July 2, 2025. The notice of termination

sets out a termination date of July 22, 2025 and contains the following allegations: the Tenant has substantially interfered with the Landlord's reasonable enjoyment or lawful right, privilege or interest for the rental unit because the Tenant . The N5 notice sets out sufficiently detailed allegations that were the result of August 28, 2022 and June 8, 2025 inspections conducted by the Landlord of the rental unit. The allegations include a claim of hoarding-like conditions in that general garbage and belongings were and continue to be strewn throughout the unit, causing health and safety issues.

4. The Landlord testified that on August 28, 2022, he inspected the rental unit and became aware how crowded and dirty the unit was in. Referring to exhibit LL#1a (series of colour photos), the Landlord described what he saw on August 28, 2022.
5. The Landlord stated he spoke with the Tenant about the real fire hazard/risk and the overall health risks associated with the crowded and dirty state of the unit. He said he did not serve the Tenant with an N5 notice then because he wanted to give the Tenant ample opportunity to clean up the unit, and bring it back into an ordinary state of cleanliness.
6. On June 8, 2025, the Landlord testified he conducted another inspection of the unit and found that little had changed. He testified the unit still had miscellaneous items (clothes, belongings, food/containers, garbage) strewn about the unit Exhibit LL# 1b was led into evidence, which are colour photos of the unit taken on June 8, 2025.
7. At this point, the Landlord stated he decided to serve the Tenant with the N5 notice, which is the basis of this L2 application.
8. On July 12, 2025, the Landlord testified he conducted a follow-up inspection of the rental unit and found no improvement. He described the bad state of the unit which he said was accurately captured in the photos of exhibit LL#1c. Since that inspection, the Landlord stated his belief that the rental unit remains in the same state.
9. Both LL and LLR made submissions on the real risk of fire and the feared inability for the Tenant to escape if that were to happen. They made submissions on the general dirty state of the unit including identifying health risks related to the Tenant and the possible pests that may be attracted to the unit. They also indicated that the ability to insure the rental unit property may be raised by the Landlord's insurance company if they become aware of the situation.
10. Both LL and LLR also made submissions regarding circumstances they were aware of in relation to the Landlord's request to terminate the tenancy. In essence, they submitted they were not aware of any circumstances to deny or postpone termination.
11. Based on the uncontested evidence, I find the Tenant did not stop the conduct or activity or correct the overcrowded state of the rental unit within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with subsection 64(3) of the *Residential Tenancies Act, 2006* (Act).
12. Accordingly, I find the Tenant has substantially interfered with the Landlord's reasonable enjoyment or lawful right, privilege or interest in the rental unit. Indeed, I find the continued overcrowded and dirty state seriously impacts both the Tenant and the Landlord's ability to meet his lawful obligations of the tenancy under the Act, and his interest in the rental unit all relative to maintaining a healthy, safe and insured property.

13. Daily compensation, rent deposit :- Based on the \$1,200.00 monthly rent, the daily compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12 months, divided by 365 days.
14. The Tenant was required to pay the Landlord \$4,142.25 in daily compensation for use and occupation of the rental unit for the 105-day period from July 23, 2025 (the day after the N5 termination date) to November 4, 2025 (the date of this hearing).
15. The Landlord incurred costs of \$186.00 for filing the L2 application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.
17. Relief from eviction :-I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated in a final way as of January 31, 2026.
2. The Tenant must move out of the rental unit on or before January 31, 2026.
3. If the rental unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlord on or after February 1, 2026.
5. The Tenant shall pay to the Landlord \$4,142.25, which represents compensation for the use of the rental unit from July 23, 2025 to November 4, 2025.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the L2 application.
7. The total amount the Tenant must pay the Landlord is \$4,328.25.
8. The Tenant shall also pay the Landlord compensation of \$39.45 per day for the use of the unit starting November 5, 2025 until the date the Tenant moves out of the unit.
9. Any and all rent or daily compensation payments made by the Tenant to the Landlord during the continuation of this tenancy will be credited against the compensation ordered above in paragraphs 7 and 8.
10. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026

Date Issued

Alex Brkic

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 August 1, 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.