



AMENDED
Order under Section 69
Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Rodney, 2025 ONLTB 94455

Date: 2026-01-05

File Number: LTB-L-064425-25-AM

In the matter of: 1509, 250 DAVENPORT RD
TORONTO ON M5R1J8

Between: Toronto Community Housing Corporation Landlord

And

Hazel Rodney Tenant

This amended order was issued to correct a clerical error in the order dated December 10, 2025.
The amendments are underlined for ease of reference.

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Hazel Rodney (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.

This application was heard by videoconference on November 25, 2025.

The Landlord's Legal Representative Travis King, the Landlord's Agent Kelly Fleming, the Landlord's Witness Christina Strang, the Tenant Hazel Rodney, and the Tenant's Legal Representative Rachel Wickham attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the tenancy will continue on the conditions outlined in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 10, 2025, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice'), deemed served on July 15, 2025. The notice of termination alleges that the Tenant's unit is cluttered, creating a fire hazard.

4. The Landlord's witness Christina Strang ('CS') testified that an annual inspection had been conducted on August 22, 2024, by the superintendent Felix. CS provided photographs taken that day, which show a large number of items in the unit, piled to the ceiling in some places, and bins and boxes stored in the hallway, significantly narrowing the path. CS had spoken with the Tenant and gave her time to reduce the number of items in the unit.
5. CS inspected the rental unit herself on June 17, 2025, and provided photographs from the inspection. The photographs show boxes stacked in the hallway narrowing the path, the unit door opening only 45 degrees, a large number of items stacked in piles, boxes on the floor of the kitchen, and a storage rack installed in the bathtub with a large amount of clothing stored there.
6. The Tenant did not dispute the state of the unit as shown on the photographs but expressed a willingness to comply with requirements to keep the unit free from clutter.
7. On a balance of probabilities, I am satisfied that the Tenant substantially interfered with the Landlord's rights by having clutter in the unit, creating a fire hazard.
8. The Tenant's Representative submitted that the Tenant voided the N5 Notice, as she was not given clear instructions on how to void and did her best based on how she understood the notice. While the N5 Notice could have outlined specific instructions for the Tenant regarding voiding, I find the notice sufficiently clear for a reasonable person to understand it. The issues are described in detail on the notice, specifically: items stacked in the hallway impeding access, bins blocking the door from opening fully, lack of clear pathways throughout the unit, personal items stacked from floor to ceiling, flammable items in front of and beside the stove, clothing stored in the bathtub, and three trash bags on the balcony. The Tenant could void the notice by remedying each of these specific issues.
9. CS provided photographs from an inspection on July 23, 2025, the 8th day after the N5 Notice was deemed served. The photographs show an improvement from the earlier state of the unit. The kitchen counter and floor were cleared, the Tenant's books were organized, and some of the boxes were removed. However, there were still flammable items stored near the stove, a pile of belongings covered with a cloth, narrow pathways through the unit, and clothing stored in the bathtub. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
10. CS provided photographs of the unit from a follow-up inspection on November 4, 2025, after the application was filed, which show further improvements to the state of the unit. The door now opens fully, the hallway was clear of items, the number of items in the main room was greatly reduced with many items organized in storage containers. Books were neatly stacked, and there were no items stored on the balcony. However, the storage rack was still installed in the bathroom, with clothing stored in the tub. There was still a stack of books near the stove.
11. The Tenant explained that she was not aware that the stacked books near the stove were a fire hazard but has since moved them away. The Tenant did not provide photographs to support her statement. The Tenant explained that the storage shelf in the bathtub can be removed, and that she pre-soaks and hangs her clothing to dry in the bathtub because the laundry machines in the building have very short cycles.

12. In my view, the state of the unit on November 4, 2025, is no longer cluttered apart from the bathtub area. There are no longer any safety concerns other than the books stacked near the stove.
13. The Landlord's Representative sought an order preserving the tenancy on the condition that the Tenant maintain the rental unit in a clutter-free state for a period of one year. The Tenant testified that she will be able to maintain the unit in a clutter-free state. The Tenant has connections in the community and assists her family who live nearby.
14. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. On or before January 15, 2026, the Tenant shall ensure that there are no flammable items such as books and clothing stored within three feet of the stove. The Tenant shall remove the storage rack from the bathtub and not store belongings there outside of her regular laundry process.
3. For a period of one year starting January 15, 2026, the Tenant shall keep the rental unit free from clutter. In particular:
 1. There must not be any flammable items stored within three feet of the stove.
 2. Items must not be stored in the bathtub.
 3. There must be a clear pathway, a minimum of three feet wide, to each door and room of the unit.
 4. Stored items must not be stacked higher than six feet.
 5. Doors must be able to open all the way.
4. If the Tenant fails to comply with the conditions 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.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the filing fee on or before January 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 16, 2026, at 4.00% annually on the balance outstanding.

December 10, 2025

Date Order Issued

January 5, 2026

Date Order Amended

Kate Sinipostolova

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.