



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

**Citation:** MONTEREY PARK INC. v ZALDIVAR, 2026 ONLTB 1925

**Date:** 2026-01-05

**File Number:** LTB-L-038775-25

**In the matter of:** 302, 815 KENNEDY RD  
SCARBOROUGH ON M1K2E3

**Between:** MONTEREY PARK INC. Landlord

**And**

EVELYN ZALDIVAR Tenant

MONTEREY PARK INC. (the 'Landlord') applied for an order to terminate the tenancy and evict EVELYN ZALDIVAR (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.

This application was heard by videoconference on September 2, 2025.

Only the Landlord's legal representative, Ashley Cassidy, attended the hearing.

As of 9:37am, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 15, 2025, the Landlord gave the Tenant a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of April 11,

2025. The notice is based on Reason 1 (substantial interference) and is the first N5 notice given to the Tenant in the preceding six months. The notice and attached Schedule A allege that there is an excessive accumulation of belongings in the Tenant's rental unit, creating unsafe and unsanitary living conditions that interfere with the Landlord's lawful rights and interests. The Landlord says the excessive hoarding has exceeded normal use of the rental unit, prevents it from functioning as a safe and habitable living space, creates potential fire hazards, raises health and safety concerns, and poses a risk of attracting pests, thereby substantially interfering with the Landlord's lawful rights.

4. The N5 notice requires the Tenant, within seven days of receiving the notice, to remove excessive clutter and hoarded items to restore the unit to a safe and reasonably livable condition and to ensure that, for the remainder of the tenancy, the rental unit is maintained in a livable and sanitary condition, free from excessive accumulation of personal belongings.
5. The N5 notice refers to and attaches photographs taken on January 24, 2025 (Exhibit A). Those photographs (pages 8–15 of Exhibit A) show the living room, hallway and bedroom areas of the unit filled with bags, boxes, containers and miscellaneous items stacked on the floor, furniture and other surfaces, with narrow or blocked pathways and sleeping areas surrounded by clutter. The overall impression is of a unit that is heavily cluttered and difficult to move around in safely.
6. I accept the Landlord's evidence that, as of January 24, 2025, the Tenant's hoarding and excessive accumulation of belongings had created an unsafe and unsanitary condition in the unit, including increased fire load, impeded access and egress, and a risk of pests. I find that these conditions substantially interfered with the Landlord's lawful rights and interests, including its right and obligation to maintain the residential complex in a good state of repair and in compliance with health and safety standards.
7. The N5 notice was served on the Tenant on March 20, 2025. The seven-day voiding period under section 64(3) of the Residential Tenancies Act, 2006 (the "Act") therefore ran from March 20, 2025 to March 27, 2025.
8. The Landlord's representative submitted that the Landlord re-attended at the unit on March 24, 2025, April 14, 2025 and July 24, 2025, and that on each visit there had been no meaningful change in the condition of the unit from what is shown in the January 24, 2025 photographs. There were no additional photographs or written reports of these follow-up inspections.
9. Although the follow-up evidence is limited, the Tenant did not attend the hearing to dispute the Landlord's evidence or to suggest that she had removed the excessive clutter or otherwise corrected the problem within the seven days after receiving the N5 notice. Having regard to the serious and extensive clutter shown in the January 24, 2025 photographs, the Landlord's evidence of three subsequent inspections with no change, and the absence of any contradictory evidence from the Tenant, I find on a balance of probabilities that the Tenant did not remove the excessive clutter or correct the unsafe and unsanitary conditions within seven days after receiving the N5 notice. The Tenant therefore did not void the N5 notice of termination in accordance with subsection 64(3) of the Act.

10. I am satisfied that, as of the termination date in the N5 (April 11, 2025) and thereafter, the Tenant's excessive accumulation of belongings and failure to remedy the hoarding continued to substantially interfere with the Landlord's lawful rights and interests. The Landlord has therefore proven the ground for termination in section 64(1) of the Act.
11. The Tenant was required to pay the Landlord \$6,125.76 in daily compensation for use and occupation of the rental unit for the period from April 12, 2025, to September 2, 2025.
12. Based on the monthly rent, the daily compensation is \$42.54. This amount is calculated as follows:  $\$1,294.02 \times 12$ , divided by 365 days.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.
15. Under section 83 of the Act, even where a landlord proves a ground for termination, the Board must consider all the circumstances of the parties and may refuse to terminate the tenancy, or delay the enforcement of an eviction order, where it would be unfair to do otherwise.
16. The Tenant has lived in the unit since March 2006, which is a very long tenancy. Eviction will likely cause the Tenant hardship. However, I have no evidence before me about the Tenant's current personal or financial circumstances, because the Tenant did not attend the hearing.
17. On the other hand, the hoarding and clutter in the unit are serious. The photographs show extensive clutter and blocked pathways in the living and sleeping areas. The Landlord's evidence, which I accept, is that these conditions create fire safety and health concerns, a risk of pests, and impede the Landlord's ability to ensure that the unit is safe, habitable and in a good state of repair. As of each of the follow-up visits in March, April and July 2025, the conditions had not meaningfully improved.
18. Balancing the Tenant's long tenancy and likely hardship against the seriousness and persistence of the hoarding and the impact on the Landlord's lawful rights and obligations, I find that it would not be unfair to terminate the tenancy. However, I will postpone the eviction to January 26, 2026, under subsection 83(1)(b) of the Act to give the Tenant additional time to make alternative arrangements.
19. 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 January 26, 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. The Tenant must move out of the rental unit on or before January 26, 2026.
2. If the unit is not vacated on or before January 26, 2026, then starting January 27, 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 January 27, 2026.
4. The Tenant shall pay to the Landlord \$6,125.76, which represents compensation for the use of the unit from April 12, 2025 to September 2, 2025, less any amounts already paid.
5. The Tenant shall also pay the Landlord compensation of \$42.54 per day for the use of the unit starting September 3, 2025 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 \$6,311.76.
8. If the Tenant does not pay the Landlord the full amount owing on or before January 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 27, 2026 at 4.00% annually on the balance outstanding.

**January 5, 2026**  
**Date Issued**

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Colin Elsby  
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 July 27, 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.