



Order under Section 69 Residential Tenancies Act, 2006

Citation: Greenboard Holdings Ltd v Sarpong, 2026 ONLTB 2411

Date: 2026-01-08

File Number: LTB-L-041978-25

In the matter of: 1503, 160 Chalkfarm Dr
Toronto ON M3L2J1

Between: Greenboard Holdings Ltd Landlord

And

Daniel Sarpong Tenant

Greenboard Holdings Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Sarpong (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 16, 2025.

Only the Landlord's legal representative Geoff Paine and the Landlords' agent Shaun Singh attended the hearing. Israr Khan attended as a witness for the Landlord.

As of 10:30 a.m., 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. Therefore, a conditional order is issued requiring the Tenant to correct the issues identified in the unit or risk termination of the tenancy pursuant to section 78 of the *Residential Tenancies Act*, 2006 (the 'Act') the tenancy is terminated and the Tenant must vacate the rental unit.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On April 24, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:
 - On April 21, 2025, the Landlord conducted an inspection of the Tenant's unit and discovered excessive cardboard boxes, plastic containers, black garbage bags filled with items, large plastic drums, and other items cluttered and piled up throughout the entire rental unit.
4. The Landlord's employee Israr Khan testified at the hearing about the condition of the Tenant's rental unit. The Landlord provided photographs which Mr. Khan testified accurately depict the condition of the Tenant's rental unit on April 21, 2025, when the inspection that led to the N5 Notice was completed.
5. The photographs demonstrate significant amounts of clutter in various areas of the rental unit, largely consistent with the descriptions in the N5 Notice. Mr. Khan testified that the excessive clutter in the rental unit has prevented the Landlord from conducting pest treatments. Further, Mr. Khan testified that the Landlord is concerned about the clutter posing a fire hazard due to the lack of egress throughout the apartment.
6. The Tenant did not stop the conduct or correct the omission within seven days after receiving the N5 notice of termination. The Landlord provided a second set of photographs depicting the condition of the rental unit as of May 2, 2025 – the final day of the voiding period. Mr. Khan testified that these photographs accurately represent the state of the unit during a follow-up inspection he conducted that day. While some objects appear to have been moved within the rental unit, I am satisfied on a balance of probabilities that the Tenant did not meaningfully respond to the concerns identified in the N5 Notice within seven days and, therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. 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.
9. The Landlord submitted a third set of photographs taken during an inspection of the rental unit on August 20, 2025. Mr. Khan testified that these photographs accurately represent the state of the unit during a follow-up inspection he conducted that day. These photographs show the Tenant's unit to largely be in the same condition as it was on May 2, 2025: there is clutter throughout the rental unit.
10. The Landlord submits that the Tenant has not lived up to his obligations under the Act. I agree. The state of the Tenant's unit is unacceptable and substantially interferes with the Landlord's reasonable enjoyment of the residential complex insofar as it prevents the Landlord from effectively conducting multi-unit pest treatments and creates a serious fire hazard – a potential danger to the Tenant and all other residents of the residential complex.

11. The fact that the Tenant has not remedied his behaviour, however, does not preclude the possibility that he will do so in response to a conditional order from the Board. While the Tenant did not attend the hearing to speak to his own circumstances, it appears from the Landlord's submissions that the clutter issue is the only significant issue arising in this tenancy.
12. Termination of a tenancy is a remedy of last resort under the scheme of the Act: see, e.g., *Langford v. Phipps*, [1992] O.J. No. 4184 (Ont. Gen. Div.). In my view, this tenancy is not past the point of being salvageable and the Tenant ought to be afforded a further opportunity to restore his unit to an acceptable condition. If the Tenant does not comply with the order from the Board below, the Landlord can apply to terminate the tenancy pursuant to section 78 of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. By February 28, 2026, the Tenant shall restore the rental unit to a state of ordinary cleanliness by doing the following:
 1. Ensuring there are 1-metre-wide paths of egress throughout all areas of the rental unit and that all doors and windows are accessible;
 2. Ensuring that no combustible materials are stored within 1 metre any heat source, including any oven or stove in the rental unit; and
 3. Removing any excessive clutter from the rental unit that would interfere with the Landlord's reasonable pest control efforts.
3. From March 1, 2026 to February 28, 2027, the Tenant shall maintain the unit in the condition described in paragraph 2 of this order.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 to 3 of 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 full amount owing on or before January 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Jeremy Henderson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.