



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Alexander, 2026 ONLTB 1178

Date: 2026-01-07

File Number: LTB-L-098346-25

In the matter of: 207, 5005 DUNDAS ST W
ETOBICOKE ON M9A4Y6

Between: Toronto Community Housing Corporation Landlord

And

Benjamin Alexander Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Benjamin Alexander (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Toronto Community Housing Corporation (the 'Landlord') also applied for an order requiring Benjamin Alexander (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on December 22, 2025.

Only the Landlord's Legal Representative Chelsea Rostant attended the hearing. The Landlord's witnesses Debbie Johnson, Leo De Silva, Hassan Abdi and Amor Orzo also attended the hearing.

As of 1:18 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing on December 12, 2025 by the LTB. The notice of hearing was emailed to the Landlord on December 10, 2025. The Landlord provided the Tenant with a copy of the notice of hearing they received, by handing it to the Tenant on December 11, 2025.

There was no record of a request to adjourn or to reschedule 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On November 4, 2025, the Landlord gave the Tenant an N5 notice of termination ('N5') with a termination date of December 4, 2025.
4. The Landlord alleges that the Tenant has substantially interfered with another tenant's or reasonable enjoyment of the residential complex and the Landlord's reasonable enjoyment of the complex and the Landlord's lawful rights or interests by:
 - creating an unacceptable level of clutter in the rental unit,
 - failing to maintain the unit in a reasonably clean condition, and
 - causing a flood in the unit.
5. The Landlord also seeks an order compensating them for the wilful or negligent damage the Tenant caused to electrical wiring, the entry door, the living room and bedroom windows, the bathroom sink, the combo detector, an interior wall and a radiator pipe.

The undisputed evidence

6. The Landlord's Legal Representative C.R. presented the following unchallenged evidence, referring to the Landlord's internal correspondence/reports and witness testimony.
7. On December 19, 2024, the Landlord gave a letter to the Tenant describing their concerns that cleanliness in the rental unit was "very poor" and potentially posed a "fire or health or safety risk" for the Tenant and other residents in the building.
8. On January 9, 2025, the Landlord's superintendent A.O informed L.D.S., the Landlord's Community Safety Unit person ('CSU') that the Tenant had barricaded the unit entry door, preventing entry for repairs. Toronto Police and Toronto Fire services attended the unit for a wellness check along with the CSU. The Landlord's agents documented a significant hoarding issue.
9. On January 14, 2025, the CSU and the Community Paramedic conducted a "door knock" on the unit. The Tenant answered and they spoke in the hallway outside the unit about hoarding and unit cleanliness issues. The Tenant acknowledged the issue but declined supports in the form of an "extreme cleaning" service, opting instead to reduce the clutter in the unit himself.
10. On January 20, 2025, the CSC and the Community Paramedic completed a follow-up door knock. The Tenant allowed both to enter for an impromptu inspection. The CSC noted that the unit was observed to be "in better condition". A quantity of items had been removed and pathways throughout the unit had been cleared. They assessed the clutter level in the bedroom to be level 5 and the kitchen and living room to be level 4 on the standard Clutter

Image Rating Scale. The Tenant agreed to clean and declutter more, again on his own but consented to utilize the Community Paramedic's services for support.

11. About three months later, on March 25, 2025, the Community Paramedic and the CSC inspected the unit, observing that it was in good condition with reduced clutter.
12. By May 2025, the clutter in the unit had returned. On May 21, 2025, the CSC and Community Paramedic inspected the unit with the Tenant's verbal consent. They observed that it was reasonably clean, but the clutter had reached level 4 in the living room, kitchen, and bathroom. There was a large carpet placed against the bedroom door, preventing them from inspecting the bedroom.
13. In meeting with the Tenant, the CSC offered to arrange for an agency to assist with decluttering, but the Tenant declined. The Tenant agreed to a follow-up inspection on June 4, 2025.
14. The Community Paramedic informed the Tenant that she would, with the Tenant's consent, connect with his caseworker from Sound Times (providing mental health and addiction resource referrals) for assistance in applying to Toronto Mental Health and Addictions Access Point which would gain them access to a network of community mental health and addictions agencies.

The Tenant removes a wall in the rental unit

15. When the CSC and superintendent conducted the arranged inspection on June 4, 2025, they discovered furniture obstructing the unit entrance. Upon gaining entry, they observed significant clutter but also that the Tenant had removed part of the wall separating the kitchen and living areas, exposing electrical outlets. The CSC was unable to inspect the bedroom as the Tenant advised there was a sleeping guest who should not be disturbed.
16. The Landlord's evidence is that, although the Tenant appeared to be mentally unwell, he consented to engaging the company Fresh Start to help him declutter and clean his unit.

The Tenant's disruptive behaviour and damage to the windows in the rental unit

17. On October 10, 2025, CSU received a complaint from an anonymous caller who reported that the Tenant was "smashing windows, screaming, yelling .. all day". Toronto Police Services were dispatched and, upon finding the Tenant in crisis, transported the Tenant to hospital for treatment.
18. Attending the unit that day, the Landlord's agents found the unit filled with clutter. They discovered broken living room windows along with a damaged front door lock.

Flooding in the rental unit

19. On October 17, 2025, there was a flooding incident in the unit, the cause of which the Landlord claims was traced to the Tenant's wilful or negligent damage to a radiator pipe. The Tenant had returned home to his unit by then.
20. The CSC spoke to the Tenant about the incident and offered him supports. The Tenant declined, stating that he was managing. He stated that he had been in contact with LGBTQIA+ agencies who were assisting him. The Tenant did consent to a referral to Fresh Start for a complimentary extreme clean of the unit.

21. As of October 2025, the condition of the unit had deteriorated substantially. On October 21, 2025, the CSC attended the unit with a Community Paramedic. Upon entry, the CSC observed the unit condition to be extremely cluttered and unsanitary. It was apparent that the Tenant had not fully engaged with Fresh Start.
22. On October 23, 2025, the Landlord gave a letter to the Tenant warning him that the condition of the unit posed a serious fire, health and safety concern and needed immediate attention.
23. On November 14, 2025, the superintendent asked the CSC to assist with access to the unit because the Tenant refused entry. There was water leaking from the rental unit into the HUB office below. Upon investigation, they discovered that the Tenant had removed the plumbing connectors to a sink faucet. They noted that the bathroom sink had sustained damage that was not normal wear and tear.
24. On November 18, 2025, the CSC, the superintendent and two special constables attended the unit for further inspection. They observed more damage to the unit: the bathroom sink basin was broken into pieces on the floor, having been ripped off the wall; windows were broken (for the third time); there was damage to the kitchen and living room walls (for the second time); the entry door which had recently been replaced had been damaged with a hammer; and the toilet was broken.
25. On November 21, 2025, the Landlord filed the application for eviction and requested an urgent hearing based on the exigent circumstances. In the request, the Landlord asserted that "the Tenant's health condition has deteriorated to a stage that he is not safe to reside at the rental unit on his own."
26. Superintendent A.O. conducted the most recent unit inspection on December 18, 2025. His evidence is that, although the Tenant had removed some items from the unit, he observed significant damage: the windows and storm door glass were broken (again), having been replaced on December 1, 2025; the Tenant had removed the smoke and carbon monoxide combo detectors (not for the first time); and the living room radiator was damaged and in need of repair.
27. The Landlord's Legal Representative introduced photographs taken by the CSC on November 18 and November 21, 2025. Those photos are supplemented by photos A.O. took on December 18, 2025. All of the photos depict a substantial amount of clutter in the unit and an astonishing amount of damage to the interior of the rental unit.

Voiding the notice of termination

28. Based on the evidence and submissions presented, I am satisfied that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex substantially interfered with other tenants' rights to a safe environment and with the Landlord's lawful enjoyment of, and rights and interest in, the property.
29. I am further satisfied from the evidence that the Tenant wilfully or negligently caused undue damage to the rental unit.
30. It is uncontested that the Tenant did not stop the substantial interference and failed to repair or replace the damaged property, to pay the Landlord for the estimated or actual

cost of repair or replacement or to make payment arrangements acceptable to the Landlord within the voiding period.

31. Therefore, I find that the Tenant did not void the N5 in accordance with subsection 62(3) and subsection 64(3) of the *Residential Tenancies Act, 2006*.

The Tenant's disability

32. There is no question that the Tenant lives with disabilities.
33. The Landlord submits that when their agents attended the unit on June 4, 2025, the Tenant appeared confused and unable to understand the Landlord's safety concerns. The CSC determined that it was necessary to inform the Tenant that a crisis team would be contacted to provide support. The Tenant was amenable to receiving such support.
34. The CSC contacted 211 and made a referral to the Gerstein Crisis Team. The Toronto Community Crisis team attended the unit to evaluate the situation. They concluded that they should call the Mobile Crisis Intervention Team ("MCIT"). MCIT arrived at the unit, and after thoroughly assessing the Tenant's circumstances, they apprehended him under the *Mental Health Act*, R.S.O. 1990.
35. On October 17, 2025, the Tenant informed the Landlord that he was experiencing debilitating depression due to the loss of his partner.
36. During the visit to the unit on October 21, 2025, the CSC and the Community Paramedic observed that the Tenant displayed "signs of mental health challenges, including paranoid thoughts, disorganized speech, and difficulty following the conversation".
37. The Community Paramedic provided information about Freddy Victor, an agency that provides supports for individuals experiencing homelessness. The Tenant declined any supports for his mental health or for decluttering. Instead, the Tenant became very agitated and used profanity. The Landlord's agents determined it was no longer safe to remain inside the unit and everyone moved outside to continue their discussion.
38. While the Tenant refused to sign consent forms for supports, he accepted the information they provided, stating he would think about it.
39. Evidence of the Tenant's mental health diagnosis was not available for the hearing. It is clear, however, that the Tenant's conduct generally meets the definition a hoarding disorder, which is a recognized disability under the *Human Rights Code*, R.S.O. 1990, c. H.19, as amended (the "*Code*").
40. There is also evidence to demonstrate that the Tenant lives with disabling anxiety and has exhibited symptoms that accord with other mental health challenges.

The duty to accommodate disability needs

41. The Board's Interpretation Guideline 17- Human Rights offers guidance to the parties with respect to the intersection of human rights and residential tenancies. the Board must interpret the Act within the ambit of the *Code*.

42. As the Divisional Court held in *Walmer Developments v. Wolch*,¹ "...the Code is the law of Ontario and its provisions must inform any Ontario decision maker in its deliberations".

43. The LTB Guideline states:

"This means the Board must consider and apply the *Code* when, for instance, exercising its authority to delay or refuse an eviction, and determining, whether the landlord has accommodated the tenant to the point of undue hardship."

44. Without doubt, the application is based on behavior that has its roots in a *Code*-protected ground and so I find that the *Code* applies. This triggers the Landlord's duty under the sections 11 and 17 of the *Code* to accommodate the Tenant's disability related needs up to the point of undue hardship.

45. The courts have concluded that when a tenant refuses the landlord's disability accommodation efforts, the landlord cannot be held to be in violation of the accommodation requirement.²

46. As the Supreme Court of Canada stated in *Renaud v. Central Okanagan School District No. 23*³, the person requiring accommodation is a necessary participant who advises of their needs, suggests reasonable solutions, and accepts offers of reasonable accommodations. If reasonable accommodations are refused, the adjudicator may find that the duty to accommodate has been adequately discharged.

47. Additionally, if there are competing interests, such as the landlord's duty to ensure the safety of others in the residential complex – the residential community as a whole – the risk of harm to others may take precedence over the individual tenant's rights.⁴

48. The Landlord's records as submitted show that the Landlord has inquired of the Tenant about his disability and is aware of circumstances which support the provision of reasonable disability accommodation.

49. It is evident that the Landlord has pursued multiple support services for the Tenant and has actively engaged in providing or connecting him to those services. The uncontested evidence shows that the Landlord's staff met repeatedly with the Tenant to work on resolving the hoarding, cleanliness, damages, fire safety and potential pest infestation issues.

50. The Tenant was open to supports on three occasions but declined supports at least twice, the most recent being October 17, 2025.

51. The result is that the condition of the rental unit continues to present a troubling safety risk to the Tenant and, with regards to the serious potential of a fire or pest infestation, to his neighbours' personal safety and well-being. The Tenant's conduct hampers the Landlord's ability to fulfill its statutory duty to ensure the safety of all residents.

¹2003 CanLII 42163 (ON S.C.D.C.), para. 18.

²*Morguard Residential v. Peters*, 2010 ONSC 2550 (Div. Ct.), at paras. 15-16), and *Canadian Mental Health Association v. Warren*, 2004 CanLII 16439 (ON SCD C), at paras. 2-4.

³1992 CanLII 81 (S.C.C.).

⁴*North Avenue Road Corporation v. Travares*, 2015 ONSC 6986 (Div. Ct.), at paras. 36-37, and *Joseph v. Toronto Community Housing Corporation*, 2013 ONSC 413 (Div. Ct.), at para.8.

52. In my view, the Landlord has done everything in its power to accommodate the Tenant's disability related needs. The Tenant's refusal to accept the reasonable supports offered means the Landlord can no longer accommodate the Tenant without experiencing considerable hardship.

53. Based on the evidence provided, I am satisfied that the Landlord has fulfilled its duty to accommodate to the point of undue hardship under the *Code*.

Relief from eviction

54. The Tenant was not present at the hearing to give evidence or to make submissions about granting relief from eviction.

55. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the Act and find that this is not an appropriate instance in which to make a conditional order pursuant to subsections 83(1)(a) and 204(1) of the Act.

56. Permitting the Tenant to continue residing in the rental unit will expose other tenants to the continued and very real risk of a serious fire incident related to the Tenant's concerning conduct.⁵ Given the escalation of the damage the Tenant has caused to the unit, it would be unfair to allow the Tenant to continue damaging the property unabated.

57. The Tenant lives in social housing. The Board recognizes that the loss of social housing can lead to homelessness, especially for those who are hard to house.

58. The Landlord reasonably proposes to postpone an eviction until January 31, 2026, pursuant to subsection 83(1)(b) of the Act. I accept the CSC L.D.S.'s submissions that, in these kinds of situations, they employ coordinated community resources to provide tenants with a "soft landing" where possible and that is the Landlord's intention.

59. I therefore find it appropriate to delay the eviction until January 31, 2026, which will give the parties additional time to work on a transition plan.

Compensation for damages

60. The Landlord claims that they have incurred or will incur reasonable costs to repair the damage and replace property that was damaged and cannot be repaired. In the application and at the hearing, they submit two different cost calculations: \$14,760.36 and \$16,298.29.

61. The breakdown provided, as supported by estimates and receipts, is as follows and totals \$15,172.29:

- \$1,892.00 for window glass replacement in the living room and bedroom (Dart Glass, \$595.00 on May 3, 2025 + \$798.00 on July 29, 2025 + \$499.00 on October 15, 2025)
- \$1,900.00 to refit exposed electrical wires resulting from the Tenant removing an interior the wall (Pegasus Electric, June 6, 2025)
- \$1,800.00 to replace the damaged wall (G & G Contracting, June 10, 2025)
- \$4,823.36 to repair the fire panel (Oak Ridge Building Solutions, October 6, 2025)

⁵ *McKenzie v. Supportive Housing in Peel*, 2006 CanLII 7838 (ON S.C.D.C.); *Connelly v. Mary Lambert Swale Non-Profit Homes*, 2007 CanLII 52787 (ON S.C.D.C.).

- \$3,219.00, quote to repair the unit's radiator (Midsteel Mechanical, October 16, 2025)
 - \$1,537.93 to replace the fire rated entry door (invoice not provided).
62. In my experience and knowledge of similar cases, I find that some of the repair costs are excessive, and some are not properly substantiated. I am concerned that one or more of the invoices are inflated.
63. For example, the Landlord presented no evidence of the measurements of the wall needing reconstruction or the cost as calculated per square foot/meter. There was minimal detail about window repair and no evidence was led to adequately establish that the Tenant broke a bedroom window.
64. The Landlord led insufficient evidence to explain why the fire panel required repair as the result of the Tenant's actions, to describe the necessary electrical work or to justify over \$3,000.00 as the cost to replace a radiator which they initially determined needed less costly repair. So, the actual repair work needed due to the Tenant's damage is unclear.
65. The Landlord did not present any contractors to testify to the work completed or to be completed. Additionally, the Board is unable to compare the alleged costs with estimates from other contractors to determine their reasonableness. This is, in my view, particularly relevant where tenants are vulnerable individuals with modest incomes.
66. In general, ordering tenants to pay an amount that is significantly higher than the actual substantiated repair or reasonable replacement cost would be unfair.
67. This is the Landlord's application, and it is their burden to prove the amount they are requesting.
68. I find it fair in the circumstances to grant the Landlord \$5,581.93 compensation as follows:
- \$595.00 (May 3, 2025, repair living room window)
 - \$499.00 (October 15, 2025, repair living room window)
 - \$1,200.00 (June 10, 2025, replace the interior wall)
 - \$1,000.00 (October 6, 2025, electrical)
 - \$750.00 (repair radiator, date unspecified)
 - \$1,537.93 (replace fire-rated entry door, date unspecified)
69. No evidence was led of broken windows requiring repair or replacement with regards to the invoice dated July 29, 2025. Without more, there is insufficient basis to find a breach or to order the Tenant to pay \$4,823.36 to repair the fire panel.
70. Although no invoice was presented for the entry door replacement, the photos are not disputed, and I am satisfied that the amount requested reflects a reasonable and current replacement cost.
71. An order will issue accordingly.

Daily compensation, NSF charges, rent deposit

72. The Tenant was required to pay the Landlord \$82.26 in daily compensation for use and occupation of the rental unit for the period from December 5, 2025 to December 22, 2025.

73. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.

74. The Landlord is entitled to \$186.00 for the cost of filing the application.

75. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 31, 2026. The Tenant must move out of the rental unit on or before January 31, 2026.
2. If the 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.
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 February 1, 2026.
4. The Tenant shall pay to the Landlord \$82.26, which represents compensation for the use of the unit from December 5, 2025 to December 22, 2025.
5. The Tenant shall also pay the Landlord compensation of \$19.73 per day for the use of the unit starting February 1, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$5,581.93, which represents the reasonable costs of repairing the damage or replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$5,850.19.
9. 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 7, 2026
Date Issued

Elle Venhola
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.