



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

File Number: LTB-L-062914-25

In the matter of: 21, 62 HENLEY CRES
ETOBICOKE ON M9W2X3

Between: Henley Crescent Div. Landlord

And

Bonita Ladouceur-Wyllie Tenants
Shaun Wyllie
Tyler Wyllie

Henley Crescent Div. (the 'Landlord') applied for an order to terminate the tenancy and evict Bonita Ladouceur-Wyllie, Shaun Wyllie and Tyler Wyllie (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants

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

This application was heard by videoconference on November 5, 2025.

Only the Landlord's agent Renata Zafirovska ("R.Z."), attended the hearing.

As of 9:47 a.m., the Tenants were 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. However, the tenancy shall continue if the Tenants meet the conditions outlined below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

3. On June 19, 2025, the Landlord gave the Tenants an N5 notice of termination with the date of termination of July 11, 2025. The notice of termination contains the following allegations: from the period of December 9, 2024 to June 12, 2025, the Tenants substantially interfered with the Landlord's reasonable enjoyment of the rental unit by creating excessive clutter in the backyard.
4. The Tenants did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. R.Z. testified on December 9, 2024, the Landlord inspected the property and there was an accumulation of items in the backyard, including but not limited to, old appliances, bicycles, toys, chairs, and other items. The Landlord adduced evidence at the hearing, in the form of photographs taken by the property manager, which supported the Landlord's position that the clutter in the backyard was excessive. The Landlord sent the Tenants a letter regarding the clutter and the Tenants had agreed to clean up. On December 12, 2024, a formal letter regarding the clutter was issued to the Tenants and advised that the clutter must be cleaned up and the rental unit kept in a clean and orderly condition. On December 23, 2024, there was a follow up inspection completed by the Landlord and photographs of the inspection were submitted into evidence. There was no decrease in the clutter located in the backyard. On June 12, 2025, the Landlord attended the rental unit and adduced photographic documentation of the backyard and the evidenced submitted at the hearing, supports the clutter to be excessive. R.Z. testified that the clutter still remains in the backyard of the rental unit. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. Based on the uncontested evidence of the Landlord, I am satisfied that the Tenants have substantially interfered with the Landlord's reasonable enjoyment of the rental unit and or residential complex as the Tenants have failed to maintain the rental unit in a state of clean and orderly condition. The photographic evidence submitted into evidence by the Landlord was clear and consistent with R.Z.'s testimony. The clutter was excessive as noted in all the photographs taken by the Landlord and or their agents.
6. Based on the monthly rent, the daily compensation is \$51.46. This amount is calculated as follows: \$1,565.09 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,565.09 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$26.80 is owing to the Tenants for the period from March 1, 2025 to November 5, 2025.

Relief from eviction

9. 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. The Landlord was agreeable to a conditional order, in which the Tenants remained in the rental unit if they were able to clean the rental

unit within 2 weeks. I find that giving the Tenants 30 days would be fair given the amount of clutter found in the backyard.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall bring the rental unit, including the backyard, to a reasonably clean and orderly condition by February 5, 2026. This includes removing the excessive clutter from the backyard.
3. If the Tenants fail to comply with the conditions set out in paragraph 2 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 Tenants. 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 Tenants.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenants must pay the Landlord is \$186.00.
6. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Vishal Nanda
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.