



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v La, 2026 ONLTB 2617

Date: 2026-01-07

File Number: LTB-L-065486-25

In the matter of: 320, 295 SHUTER ST
TORONTO ON M5A1W6

Between: Toronto Community Housing Corporation Landlord

And

Hung La Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Hung La (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 November 18, 2025.

Only the Landlord's Legal Representative, Travis Kins and the Landlord's Witnesses Lorena Salazar and Jordan Francis, attended the hearing.

As of 9:31 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.

After the matter had proceeded unopposed, the Tenant attended at 12:03 p.m. and advised that they were late; however, the Board file did not reflect such issue was communicated prior to the hearing and so this order has issued based on 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 in the application, however I find that it is appropriate in all of the circumstances to grant relief from eviction to the Tenant under s. 83(1) of the Residential Tenancies Act, 2006 (the 'Act'). Therefore, the tenancy between the Landlord and the Tenant will continue subject to the conditions outlined below
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's L2 application is based on an N5 notice. The Landlord served the Tenant with this notice as follows:
 - On July 18, 2025 via mail and deemed served on July 23, 2025, 2025, a voidable N5 Notice of Termination ("N5 notice") to end the tenancy as the Tenant or someone visiting or living with the Tenant had substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful rights, privileges, or interests of the Landlord or another person. The N5 notice alleged that the Tenant from January 4, 2024, to July 15, 2025, on various occasions was in an extreme state of uncleanness
4. Subsection 64(1) of the Act states:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.
5. Based upon the uncontested evidence of the Landlord's Witnesses I find on a balance of probabilities that the acts alleged in the N5 notice were committed by the Tenant, and/or by others the Tenant permitted in the residential complex. The Landlord's Legal Representative and the Landlord's Witnesses uncontested evidence was that these acts substantially interfered with the other tenants and the Landlord. I therefore find on a balance of probabilities that the acts substantially interfered with the Landlord and other tenant's reasonable enjoyment of the residential complex.
6. The Landlord's witnesses testified that the rental unit was in an extreme state of uncleanness, and the Landlord's Senior superintendent, Lorena Salazar, testified that this was still the case as of the date of this proceeding and this was not the first time the parties had appeared before the Board for the same issues.
7. The Landlord's Witness Jordan Francis, who deals with assists tenants with tenancy issues, testified the effects on the Landlord, even though the Tenant's rent was up to date, and further that the Tenant was not connecting with his social worker, and he was refusing supports available to him. However, as of September 17, 2025, the Tenant had agreed to clean and upon follow up the rental unit was below a clutter level 3 on the **Hoarding**

Centre Clutter Image Rating Scale. The Landlord submitted documentary evidence of the Landlord's complaints as outlined in the Landlord's N5 notice and recent evidence from recent inspections of the rental unit.

8. The Landlord's witnesses also testified that this rental unit has had 5 previous extreme cleans, and the Tenant's behaviour is cyclic in nature since 2008, however the Landlord sought a conditional order for a period of two years similar to the last Board Order which was submitted as evidence.
9. A notice under section 64 is an initial "voidable", meaning that the Tenant had seven days to cease the behaviour outlined in the notice, and therefore render the N5 in effective to terminate the tenancy.
10. Based on the uncontested evidence before the Board, on a balance of probabilities, I find that the first N5 was not voided.
11. Moreover, based on the uncontested evidence before the Board, on a balance of probabilities, I find that the Tenant's state of their rental unit as outlined in the Landlord's N5 notice, substantially interfered with the Landlord's or another tenant's reasonable enjoyment of the residential complex and another tenant's lawful rights, privileges or interests.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord sought a conditional order, and having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I 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.
14. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
15. This order, with specific conditions that are required for the Tenant to comply with to continue their tenancy.
16. The Tenant must choose between keeping his home by complying with the conditions of this order, or they could inevitably face eviction and have to relocate.
17. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.

18. This order contains all of the reasons for the decision within it and no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall restore the rental unit (including the balcony) to a safe, clean and reasonable living condition by February 15, 2026, including but not limited to:
 - a) No combustible items near or on the stove
 - b) Reduce the amount of combustible material/excessive clutter in the unit and the balcony to a level **4 or less on the Hoarding Centre Clutter Image Rating Scale** (e.g., rooms can be used for their intended purpose).
 - c) Pathways must be clear to all exits and windows and of a minimum clearance of 1 meter.
 - d) Egress pathways must be clear of any obstructions from the floor to the ceiling to provide a safe means of egress for emergency responders.
 - e) Stacked items are stacked securely and are not stacked higher than approximately 4 feet.
 - f) All exits and entranceways to the unit must be clear and accessible – e.g., all unit doors are able to open all the way.
 - g) All rooms and the balcony kept in a reasonable state of cleanliness.
 - h) Remove combustible materials from the balcony area in order to provide an egress pathway for the entire balcony length with a minimum 1-meter clearance.
 - i) Any storage materials on the balcony must be piled no higher than the height of the balcony guard.
3. The Landlord, Toronto Community Housing, will provide the Tenant with 24 hours' notice and will inspect the unit and all rooms in the unit after February 15, 2026, to assess compliance with paragraph 2.
4. The Tenant agrees that once served with proper notice of entry, the Tenant, occupant and/or guest will not deny access to the unit or otherwise impede the Landlord's ability to inspect the unit.
5. Beyond February 15, 2026, and for a period of two years, specifically February 15, 2026 to February 14, 2028, the Tenant agrees to maintain the unit in a safe, clean and reasonable living condition and free from clutter, in accordance with the standards as outlined above.
6. The Tenant agrees that the Landlord, Toronto Community Housing, may conduct quarterly inspections to assess compliance with paragraph 5.
7. If the Tenant fails to comply with the conditions set out in the above paragraphs, 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.

8. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

9. If the Tenant does not pay the Landlord the full amount owing on or before January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Panagiotis P. Roupas
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 19, 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.