



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

File Number: LTB-L-059455-25

In the matter of: 2402, 80 ST CLAIR AVE E
TORONTO ON M4T1N6

Between: North Edge Properties Ltd Landlord

And

Susan Krane Tenant

North Edge Properties Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Susan Krane (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 October 23, 2025.

Only the Landlord's Legal Representative, Geoff Paine and the Landlord's Agent, Maria Fotiadis attended the hearing.

As of 10:38 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 and the claim for compensation in the application. Therefore, the tenancy is terminated as of January 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is a bachelor apartment in a multi-residential building, containing approximately 400 units.

N5 Notice of Termination

4. On July 2, 2025, the Landlord gave the Tenant an N5 notice of termination (N5 notice) with a termination date of August 1, 2025. The N5 notice alleges that the Tenant substantially interfered with the reasonable enjoyment of the residential complex and the Lawful rights, privileges and interests of the Landlord, by failing to maintain the rental unit in a state of ordinary cleanliness.
5. The Landlord's Agent and Operations Supervisor, Maria Fotiadis (MF) testified to photo evidence taken on June 16, 2025, where an inspection of the rental unit was carried out and it was discovered that the Tenant had an excessive amount of clutter, food debris, and clothing scattered throughout the unit. MF stated that she spoke to the Tenant regarding the unit condition and advised that it needed to be cleaned up.
6. MF testified that annual inspections are carried out and that prior to 2024 there were never any concerns regarding the condition or cleanliness of the Tenant's rental unit.
7. MF also testified in addition to advising the Tenant to clean up the rental unit, the Landlord has offered the Tenant to have an external contractor go in and clean up the unit, however at a cost to the Tenant, in which the Tenant refused.
8. MF further testified that multiple complaints have been received regarding the Tenant putting garbage in the hallway and that the Landlord has requested that the Tenant put garbage in the garbage chute or dispose of garbage in the garbage bins outside the building, in which the Tenant refuses to do so.
9. MF testified that the Tenant has also refused to permit access to the Landlord's pest control company in order to complete preventative treatments, and that the unit is untreatable due to its condition.
10. After the N5 was given to the Tenant, a further inspection of the rental unit was carried out on July 10 2025. MF testified that at that time the rental unit was in worse condition and submitted photo evidence to substantiate the allegation.
11. MF stated that multiple complaints had been received regarding strong odours emanating from the rental unit and lingering into other rental units, which was also confirmed on July 10, 2025 during the inspection of the rental unit. MF also stated that the Landlord again offered external cleaning services in which the Tenant refused and continues to refuse the Landlord's continued offers for external cleaning company to address the issue.
12. MF stated that surrounding units continue to complain daily about the odour coming from the Tenant's rental unit.
13. Further photo evidence taken on October 15, 2025, during a follow up inspection, was submitted as evidence which illustrates that there was no progress with the unit condition and that the rental unit continues to be in an unsanitary condition.
14. MF stated that the Landlord has made multiple attempts to reason with the Tenant and has also reached out to her next of kin to no avail.

15. Based on the uncontested evidence of the Landlord, I find the Tenant did not correct the omission within seven days after receiving the N5 notice of termination. The rental unit remained in a state of unsanitary and uncleanness following the seven day remedy period and in fact based on the photo evidence became worse following the N5 notice. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
16. The Tenant was required to pay the Landlord \$3,141.55 in daily compensation for use and occupation of the rental unit for the period from August 2, 2025 to October 23, 2025.
17. Based on the monthly rent, the daily compensation is \$37.85. This amount is calculated as follows: \$1,151.16 x 12, divided by 365 days.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$953.36 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$19.33 is owing to the Tenant for the period from January 1, 2025 to October 23, 2025.

Relief from eviction

20. The Landlord sought termination of the tenancy as the Tenant has made no effort to correct the condition of the rental unit and has not accepted any assistance or resources the Landlord has provided.
21. The Tenant has lived in the rental unit since 2011.
22. I am satisfied that the Landlord has established grounds for termination of the tenancy pursuant to section 64 of the *Residential Tenancies Act, 2006*. The uncontested evidence demonstrates that the Tenant has failed to maintain the rental unit in a state of ordinary cleanliness, resulting in ongoing unsanitary conditions, persistent odours affecting neighbouring units, and interference with the reasonable enjoyment of the residential complex. The Tenant did not remedy the conduct within the statutory seven-day period and the condition of the unit has persisted despite repeated warnings and offers of assistance. I have considered whether relief from eviction is appropriate pursuant to section 83 of the Act. In doing so, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the seriousness and duration of the breach, the ongoing impact on other tenants and the Landlord, the Tenant's refusal to permit access or accept reasonable assistance, and the length of the tenancy, which commenced in 2011. While the ongoing condition of the rental unit weighs against relief, I find that a limited delay of the termination date is reasonable in the circumstances in light of the Tenant's long-standing tenancy and find that it would not be unfair to postpone the eviction until January 31, 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 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 \$3,141.55, which represents compensation for the use of the unit from August 2, 2025 to October 23, 2025, minus any rent payments or compensation paid by the Tenant.
5. The Tenant shall also pay the Landlord compensation of \$37.85 per day for the use of the unit starting October 24, 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 Landlord owes \$972.69 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from any amount owing by the Tenant.
8. If the Tenant does not pay the Landlord any 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

Christina Philp
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.