



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-050743-24

In the matter of: 710, 384 MOUNT PLEASANT RD
TORONTO ON M4S3C8

Between: Toronto Seniors Housing Corporation Landlord

And

Lloyd Miller Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Lloyd Miller (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 a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on July 28, 2025.

Only the Landlord's Legal Representative, Adam Fraccaro, attended the hearing. The Landlord also called Sain Pan ('SP') as a witness.

As of 10:05 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, the tenancy is terminated, and the Tenant must vacate the unit on or before January 23, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice:

3. On May 22, 2024, the Landlord gave the Tenant an N5 notice of termination deemed served May 27, 2024, via mail. The notice of termination contains the following allegations:
 - On October 5, 2023, an annual inspection of the rental unit was conducted by Landlord staff revealing excessive clutter in the unit. Pathways throughout the unit were blocked with no access to the bedroom or solarium, and items were stacked higher than four feet leading to a clutter rating between 5 and 6 throughout the unit according to the International OCD Foundation Clutter Image Scale ('Clutter Image Scale'). A warning letter was thus issued to the Tenant on October 26, 2023 regarding the conditions in the rental unit and a follow-up inspection.
 - On January 25, 2024, the Landlord attempted a follow-up inspection of the unit, but the Tenant did not answer the door.
 - On April 5, 2024, a follow up inspection was carried out, revealing that conditions in the unit had worsened. The clutter in the unit had increased to a rating of 5 to 8 on the Clutter Image Scale, and access to the kitchen, bedroom, and living room/solarium areas were blocked. On April 25, 2024, a warning letter was issued to the Tenant with a final unit inspection scheduled for May 9, 2024.
 - On May 9, 2024, another unit inspection was conducted revealing no improvement in the unit conditions. Additionally, the electrical panel was now blocked and inaccessible. There also appeared to be overloaded electrical outlets throughout the unit.
4. The N5 notice also states that the Tenant breached several laws, including section 33 of the *Residential Tenancies Act, 2006* (the 'Act'), by not keeping the unit in a state of ordinary cleanliness, as well as interfered with the Landlord's obligation under section 20 of the Act to provide and maintain the residential complex and the units within it in a good state of repair and fit for habitation and complying with health, safety, housing and maintenance standards.
5. The Landlord's witness, SP, is a Senior Services Coordinator for the Landlord who testified she has been working with the Tenant for approximately one year to address the problematic condition of the unit.
6. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination by cleaning and decluttering the unit to the standards set out in the notice. SP testified that a unit inspection was conducted on June 3, 2024, on the last day of the voiding period, and photos were submitted from that inspection confirming the unit did not meet the requested standards; pathways were still blocked, piles of items remained stacked, and significant clutter can still be seen throughout the unit. The pictures and SP's testimony allow me to reasonably infer that the amount of work needed to bring the unit to a standard of reasonable cleanliness would take longer than the remaining day of the voiding period. Therefore, I am satisfied on the balance of probabilities that the Tenant did not void the N5 notice of termination in accordance with subsection 64(3) of the Act.
7. Copies of the Landlord's unit inspection report from October 5, 2023, the subsequent warning letter issued to the Tenant dated October 26, 2023, pictures of the rental unit from the April 5, 2024 unit inspection, and the follow-up warning letter to the Tenant dated April

25, 2024 were also submitted as evidence at the hearing regarding the condition of the rental unit.

8. With respect to the April 5, 2024 inspection, SP confirmed she took the photos of the unit that day and testified as to the condition of the unit during the inspection. The photographs substantiate SP's testimony that there was a severe level of clutter throughout the unit and inside numerous rooms, including the kitchen and living room. There were combustible items stacked on top of the stove, and electrical outlets were overloaded and crowded by cables creating numerous fire hazards in the unit. Pathways and entryways were either partially or completely blocked, and piles of items were stacked several feet high.
9. The warning letters that accompany the inspections set out the Landlord's findings and the need to reduce the level of clutter in the unit as it created safety and fire hazards. The letters also ask the Tenant to reach out for assistance if needed.
10. SP testified that the clutter issue prevents the Tenant from being able to use the rooms in the unit for their intended purposes and can lead to severe pest problems in the future. Furthermore, the Landlord has not been able to access the Tenant's bedroom for inspection for years due to the volume of clutter blocking the entrance. The entrance to the unit itself is also blocked which creates a serious accessibility issue for emergency services should they need to attend the unit.
11. Since the N5 notice was served, the Landlord has conducted three subsequent inspections with notice on the following dates: June 3, 2024, January 9, 2025, and July 10, 2025. The Landlord also attempted to inspect the unit with notice on December 19, 2024, but the Tenant refused entry. Pictures from all three inspections were submitted at the hearing as evidence showing no improvement in the condition of the unit since the N5 notice was served.
12. The Tenant was not present at the hearing to provide any contrary evidence or submissions regarding the application or explanation for the condition of the unit.
13. Having considered the uncontested evidence and submissions before me, I am satisfied on the balance of probabilities that the Tenant has substantially interfered with the reasonable enjoyment or lawful rights, privileges or interests of the Landlord or another tenant. The Tenant was made aware from October 2023 that the uncleanness and clutter of the unit violated section 33 of the Act, as well as posed numerous health and safety risks. Three further inspections of the unit were successfully completed since service of the N5 notice and confirmed no improvement in the state of the unit. The Tenant has had 14 months to correct this behaviour and clean the unit but did not do so. There is still a substantial amount of clutter in the unit that poses a fire hazard and safety risk to not only the Tenant himself, but also other tenants in the residential complex.
14. The substantial clutter and the Tenant's inability or unwillingness to clean the unit also substantially interferes with the Landlord's interests and obligation to comply with section 20 of the Act by providing and maintaining the residential complex and the units within it in compliance with health, safety, housing and maintenance standards.

15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

N7 Notice:

17. As the Landlord's application is granted based on the allegations within the N5 notice, and the Landlord does not seek an expedited termination of the tenancy, analysis of the N7 notice is moot and will therefore not be considered.

Relief from Eviction:

18. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
19. SP testified that the Tenant is a very private person and difficult to get a hold of. SP will therefore leave notes for the Tenant regarding the condition of the unit and offering support. While the Tenant was initially receptive to the idea of assistance from the Landlord, he has not followed through.
20. Aside from the Tenant being a senior, the Landlord is not aware of any circumstances of the Tenant that would support denying or delaying eviction. The Tenant was also not present to provide any submissions regarding their circumstances or any assurances that they will be able to bring the unit to a standard of reasonable cleanliness. Given the severity of the clutter in the unit, and without such assurances, I am not satisfied that a conditional order is appropriate in the circumstances.
21. Having considered the Landlord's evidence and submissions, I am satisfied that the Landlord has made numerous genuine attempts to offer support and accommodation to the Tenant in addressing the clutter and cleanliness of the unit. The Tenant has not accepted any support, and the condition of the unit appears to be worsening with time. The residential complex also houses other seniors who are vulnerable and at risk from the safety and fire hazards present in the Tenant's unit. Consequently, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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 23, 2026.
2. If the unit is not vacated on or before January 23, 2026, then starting January 24, 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 January 24, 2026.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before January 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.

January 12, 2026

Date Issued

Fotoula Hatzantonis

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 24, 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.