



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

File Number: LTB-L-074450-25

In the matter of: 926, 150 ELIZABETH ST
TORONTO ON M5G0B1

Between: YWCA Toronto Landlord

And

Stephanie Nash Tenant

YWCA Toronto (the 'Landlord') applied for an order to terminate the tenancy and evict Stephanie Nash (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 or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- 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 December 8, 2025.

The Landlord and the Tenant attended the hearing.

Only the Landlord's representative, Shelby Whittick, attended the hearing.

As of 10:20 AM 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 as set out below.

2. On August 28, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:
 - the Tenant kept the rental unit in an unsafe and unhygienic condition; and
 - the Tenant and her guest caused a series of disturbances in the rental unit and the residential complex.
3. On August 28, 2025, the Landlord gave the Tenant an N6 and N7 notice of termination. The notice of terminations contained the following allegations:
 - on July 2, 2025, the Tenant engaged in serious misconduct in the residential complex that impaired the safety of others.

Condition of the rental unit

4. The Landlord submits that the Tenant failed to maintain the rental unit in a sanitary and safe condition, resulting in health and fire safety concerns.
5. The Landlord relied on the testimony of Ikram Saeed, a housing worker employed by the Landlord. IS conducted inspections of the rental unit on September 9, 2025, and November 11, 2025, and testified in detail about the condition of the unit.
6. IS testified that during the September 9, 2025, inspection he observed significant clutter throughout the unit, including in the bedroom, hallway, living area, and kitchen. Items were piled in corners and on surfaces, closets were filled to capacity, and furniture placement restricted clear access within the unit.
7. Of particular concern was the placement of a table positioned directly behind the unit's entry door. IS testified that the table had to be moved before the door could be opened. IS further observed cigarette butts on floors and surfaces, as well as burn marks on a wall. In support of their application of their application the Landlord filed multiple photos from the inspection (DOC 6940806 pg. 41-55)
8. IS conducted a follow-up inspection on November 11, 2025, together with property services staff. The condition of the unit had not materially improved. In the bathroom, items remained piled on the sink and toilet surfaces, and the floor appeared uncleaned. In the hallway storage area, a locked closet remained filled to capacity, limiting safe use of the space.
9. In the kitchen, IS observed food debris on the stove and surrounding surfaces, cookware left in place, and a general lack of cleanliness. The Landlord filed additional photographs from this inspection. (DOC 6940806, pp. 57–64).

Disturbances caused by Tenant's guest

10. The Landlord alleges that the Tenant's brother, Leon Nash, repeatedly attended the residential complex and caused disturbances despite being advised that his presence in the common areas was prohibited due to safety concerns.

11. While a landlord generally cannot restrict a tenant's right to have guests, the Landlord's witness, Erin Shepard, testified that the presence of the Tenant's brother resulted in frequent disturbances, including yelling, verbal altercations, refusal to leave when directed by staff or security, and intimidating behaviour toward staff and other tenants.
12. The Landlords evidence was further substantiated by incident reports, internal emails, and security documentation. ES further testified that neighbouring tenants submitted complaints expressing fear for their personal safety.
13. Based on the uncontested evidence of the Landlord, I find the Landlord substantially interfered with the Landlord by keeping the rental unit in an unsanitary state and by allowing their guest to cause frequent disturbances in the rental unit and the residential complex. I further find the Tenant's conduct persisted and they did not void the N5 notice of termination.

July 2, 2025, incident

14. The Landlord submits there was an incident on July 2, 2025, involving the Tenant at the front desk area of the residential complex during evening or overnight hours when security staff were present.
15. ES testified that security video footage showed the Tenant behaving in an aggressive and highly escalated manner, including pounding on the glass at the front desk, shouting aggressively at security staff, reaching underneath the plexiglass barrier and knocking items toward the guard, and attempting to access a secured staff-only area.
16. The Tenant also attempted to open the door leading behind the front desk and struck the door. This conduct caused security staff to fear for their safety and disrupted the normal operation of the building.
17. The Landlord attempted to address this incident by scheduling meetings with the Tenant to discuss her behaviour and seek compliance with building rules. The evidence establishes that the Tenant did not attend scheduled meetings and did not engage meaningfully with the Landlord's efforts.
18. I am satisfied on a balance of probabilities that the Tenant's conduct on July 2, 2025, constitutes an illegal act and seriously impaired the safety of the Landlord's staff and others in the residential complex.

Relief from Eviction

19. Given the multiple and serious instances of misconduct, the ongoing safety concerns, and the Tenant's failure to engage with the Landlord's repeated attempts to preserve the tenancy, I find that it would be unfair to grant relief from eviction.
20. 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.

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

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 24, 2026.
2. If the unit is not vacated on or before January 24, 2026, then starting January 25, 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 25, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$3,040.91.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 25, 2026 at 4.00% annually on the balance outstanding.

January 19, 2026
Date Issued

Bryan Delorenzi
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 25, 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.