



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

**File Number:** LTB-L-082168-25

**In the matter of:** Unit 212, 675 KENNEDY RD  
SCARBOROUGH ON M1K2B9

**Between:** Toronto Community Housing Corporation Landlord

**And**

Jacqueline Oram Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jacqueline Oram (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 January 12, 2026.

Only the Landlord's Legal Representative, Shelby Whittick attended the hearing. Hamad Siddiqui attended the hearing as a witness for the Landlord.

As of 10:14 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. However, I find it appropriate to exercise my discretion and therefore, the tenancy shall continue on the conditions ordered below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 8, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on September 13, 2025. The notice of termination contains the following allegations: the Tenant is substantially interfering with another tenant or the Landlord's

reasonable enjoyment of the residential complex by failing to maintain their rental unit in an ordinary state of cleanliness.

4. The Landlord's witness, Hamad Siddiqui (HS), testified that he is a District Supervisor for Toronto Community Housing. He provided and testified to photos taken of the rental unit during the inspection of August 21, 2025 and during a subsequent inspection of September 22, 2025. He testified that there were few, if any changes to the state of the rental unit between these two inspections.
5. HS further testified that the Landlord has fire-related concerns with the level of clutter in the rental unit and that the residential complex is occupied by vulnerable tenants would are susceptible to additional risks flowing from pest-related concerns.
6. The Tenant did not attend the hearing to provide evidence.
7. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. HS testified that there was no change during the voiding period of September 14-20, 2025. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
8. I am satisfied that, based on HS' testimony, combined with the photos, the Tenant has failed to maintain their rental unit in an ordinary state of cleanliness and that this failure is substantially interfering with other tenant's reasonable enjoyment of the residential complex.

### **Relief from eviction**

9. The Landlord indicated that they were willing to provide the Tenant with the opportunity to preserve their tenancy and that they would be satisfied with a conditional order.
10. The Act is remedial in nature. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("Matthews"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
11. The Court of Appeal for Ontario's reasons in *Matthews* are consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
12. Therefore, terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
13. As such, 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.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. On or before February 20, 2026, the Tenant shall bring the rental unit to an ordinary state of cleanliness, free of excessive clutter within the rental unit.
3. If the Tenant complies with paragraph 2 of this order, then commencing February 21, 2026 and continuing until February 28, 2027, the Tenant shall maintain an ordinary state of cleanliness, free of excessive clutter within the rental unit.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 and 3 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 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.

**January 22, 2026**  
**Date Issued**

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Curtis Smith  
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.