



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-088455-25

In the matter of: 911, 35 THORNCLIFFE PARK DR
TORONTO ON M4H1J3

Between: Morguard NAR Canada Limited Partnership Landlord

And

Roshan Rustom Lala Tenant

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Roshan Rustom Lala (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.

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 21, 2026.

The Landlord's Legal Representative, Natalia Abiniakine attended the hearing. An employee of the Landlord, Angela Gonzalez also attended the hearing.

As of 10:12 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.

Preliminary Issue:

1. The N5 notice of termination under Reason 2 had a checkmark in the box for a 7-day voiding period, however, Reason 2 for damages had not been checked off. The Landlord's Legal Representative stated that this was a clerical error on the N5.

2. Therefore, the N5 proceeded with Reason 1 for substantial interference only.

Determinations:

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

N5 and N7 Notice of Termination

6. On October 8, 2025, the Landlord gave the Tenant an N5 and N7 notice of termination. The notice of termination contains the following allegations the Tenant has excessive clutter, food waster and combustible materials blocking ingress/egress in and out from the rental unit. There are also visible signs of cockroaches in the common area hallway outside the rental unit.
7. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination by decluttering the rental unit to an ordinary state of cleanliness and removing combustible materials. 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. The Tenant seriously impairs the safety of other tenants in the residential complex, the Landlord and Landlords staff and any emergency personnel that is required to enter the rental unit as a failure to remove the excessive clutter and combustibles from the rental unit. These materials have the risk of causing a fire in the high-rise complex which could have major safety concerns for other tenants in the building. This conduct occurred in the residential complex.

Landlord's Uncontested Evidence

9. The Landlord's Legal Representative stated the residential complex is a high rise that consists of 26 floors with 474 rental units.
10. On February 28, 2025, with proper notice of entry the Landlord's Property Manager attended the rental unit to conduct an annual inspection. Upon opening the main door to the rental unit, the door could not open fully due to excessive clutter inside the rental unit and therefore could not enter the rental unit to complete the inspection. DOC- 7151517, Page 11
11. The Landlord provided the Tenant with proper notice for another annual inspection on March 5, 2025. The letter provided to the Tenant for this inspection clearly outlines that the inspection on February 28, 2025, could not be completed as there was no clear access for the Landlord to walk through the unit and this poses a serious hazard. It also advised the Tenant that it was observed that there were combustible materials inside the unit and

the unit was not in an ordinary state of cleanliness. The letter asked the Tenant to take immediate action to have the items removed from the rental unit. DOC-7151517, Page 14

12. On March 5, 2025. The Landlord's Superintendent went to the rental unit to conduct the annual inspection and upon opening the main door to the rental unit the door could not open fully due to excessive clutter inside the rental unit and therefore they could not enter the rental unit to complete the inspection. It was also noted the ventilation inside the rental unit was not great.
13. The Landlord provided photographs from the March 5, 2025, inspection that were taken from the threshold of the door. These photos show an excessive amount of clutter, debris, garbage, household items and combustibles piled very high in the hallway and kitchen area. DOC-7151517, Page 17 and 18.
14. The Landlord provided photographs from the March 5, 2025, inspection that were taken from the threshold of the door. These photos show an excessive amount of clutter, debris, garbage, household items and combustibles piled higher than waist high in the rental unit. DOC-7151517, Page 20-24.
15. On March 6, 2025, the Landlord sent the Tenant a letter advising the Tenant the inspection could not be conducted on March 5, 2025, as the superintendent could not get past the front door to access the rental unit due to the extreme number of combustible materials inside the rental unit. It was explained to the Tenant that this behaviour puts the Landlord at jeopardy with respect to the Landlord's obligation pursuant to the Fire regulations in Ontario. The Landlord also offered to assist the Tenant with getting a referral to a social service agency that may be able to assist in removing the excessive clutter and combustible materials from the rental unit such as garbage and food waste containers. The Tenant was asked to take necessary steps to return the rental unit to an ordinary state of cleanliness and was instructed of another inspection on March 12, 2025. DOC-7151517, Page 19.
16. On March 12, 2025, the Landlord sent the Tenant a letter that stated that the unit was inspected today and that it continues to be a fire hazard due to the number of combustible items. The Landlord provided the Tenant with a phone number to Extreme Clean Canada, 647,234-3567 and advised the Tenant this company could assist with removing the items. It advised the Tenant that once the rental unit was clear of combustible materials the Landlord will be scheduling with their contractor an inspection to determine what may be needed for repairs/renovations or pest control. The letter served as Notice of Entry for another inspection on March 20, 2025. DOC-7151517, Page 25-26
17. The Landlord provided photographs from the March 20, 2025 inspection that were taken from the threshold of the door and there had been no change since the previous inspections. DOC-7151517, Pages 27-30.
18. On March 20, 2025, the Landlord sent the Tenant a letter that stated she had not complied with cleaning the rental unit to a normal cleanliness and removing combustibles and there had been no effort to comply. It also advised the Tenant that there was a visible sign of cockroaches in the common area hallway and a smell emanating from the rental unit. It

advised the Tenant the Landlord was still available to assist in any way they could to help the Tenant. It advised the Tenant she had left the Landlord with no alternative but to file an application with the Board.,

19. The Landlord provided the Tenant with a Notice of Entry on July 18, 2-25 for an inspection on July 21, 2025. DOC 7151517, Page 33.
20. The Landlord provided photographs from the July 21, 2025 inspection that were taken from the threshold of the door and there had been no change since the previous inspections and the items appear to be piled higher. DOC-7151517, Pages 34-37
21. The Landlord provided the Tenant with a Notice of Entry on July 21, 2-25 for an inspection on July 23, 2025. DOC 7151517, Page 38.
22. The Landlord provided photographs from the July 21, 2025 inspection that were taken from the threshold of the door and there had been no change since the previous inspections. DOC-7151517, Pages 39-41
23. The Landlord sent the Tenant a letter on July 23, 2025, advising the tenant the rental unit remains cluttered with combustible materials and is a contravention of the Fire Code. The Landlord provided the Tenant with the contact information for Thorncliffe Neighborhood Office, 1-855-421-3054, and re iterated the Landlord was here for the Tenant in the event assistance was required. It advised the Tenant of another inspection on July 30, 2025. DOC-7151517, Page 42.
24. No change was reported from the inspection on July 30, 2025.
25. The Landlord sent a letter to the Tenant on October 7, 2025, with a Notice of Entry for an inspection on October 8, 2025, DOC- 7151517, Page 44
26. The Landlord provided photographs from the October 8, 2025 inspection that were taken from the threshold of the door and there had been no change since the previous inspections. One of the pictures show the Tenant stepping over a high pile of items to meet the manager at the front door. DOC-7151517, Pages 45-47
27. The Landlord provided the Tenant a Notice of Entry on October 14, 2025, for an inspection on October 16, 2025, the voiding period on the N5 notice was from October 9, 2025 to October 15, 2025. The Landlord was unable to open the door or enter the rental unit due to excessive clutter and cockroaches were visible and a foul smell emanating from unit.
28. The Landlord provided photographs from the October 16, 2025 inspection that were taken from the threshold of the door and there had been no change since the previous inspections. DOC-7151517, Pages 52-55

Analysis- N5

29. Subsection 64(1) of the Residential Tenancies Act, 2006, S.O. 2006, c.17 (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.

30. I am satisfied there is an excessive amount of clutter and combustible items being stored in each of the rooms of the rental unit that have the potential of being a fire hazard not only to the Tenant but other tenants in the residential complex.

31. This conduct substantially interferes with a lawful right, privilege or interest of the Landlord since the Landlord has the right and obligation to maintain fire and safety standards within the residential complex. The excessive amount of clutter inside the rental unit not only puts the rental unit at risk of a fire, but also other rental units inside the residential complex and the residential complex as a whole.

32. Section 66 of the Act states:

66 (1) A landlord may give a tenant notice of termination of the tenancy if,
(a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
(b) the act or omission occurs in the residential complex.

33. Serious impairment of safety includes actual impairment and the real risk of impairment. The rental unit being cluttered in a way that it cannot be assessed due to belongings, garbage and combustibles has the potential for an outcome that has the risk of a substantial negative effect on others. This could cause a fire, injury to anyone needing to get inside the rental unit due to an emergency. The large quantity of combustibles and blocked exits, windows and hallways is a fire hazard. If a fire was to occur it has the risk of spreading into other units at the residential complex and causing harm to other tenants. I find this to be a real and significant safety risk not just an inconvenience or poor housekeeping. There could be a real and significant risk to other tenants in the residential complex, the Landlord and Landlords staff and emergency personnel.

34. Based on the evidence from the Landlord, I find that the Tenants actions have a real risk of seriously impairing the safety of another person.

Relief from eviction

35. 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 as long as the Tenant satisfies the conditions below.

36. The Landlord did not have any personal circumstances of the Tenant.
37. The Landlord's Legal Representative requested a conditional order that the Tenant clean the rental unit to a normal state of cleanliness and free of any fire hazards within 30 days and that the Landlord may conduct inspections every three months to ensure compliance.
38. The Landlord's Legal Representative also requested that I include a condition in the order that the Tenant shall comply with the Landlord and/or pest control to prepare the rental unit for treatments.
39. I will not be issuing this condition in the order for pest control as preparing for pest control treatments did not form part of the application before me.
40. I will also not be issuing a condition that the Tenant shall allow the Landlord to conduct inspections every three months to ensure compliance as refusal of entry for an inspection did not form part of this application. The Landlord has the right to inspect the rental unit with proper 24 hours notice.

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 28, 2026, the Tenant shall return the rental unit to an ordinary state of cleanliness and free of all garbage, debris and combustibles.
3. On or before, February 28, 2026, the Tenant shall ensure the ingress/egress in and out of the rental unit is free from all garbage, debris, items and combustibles.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2-3 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.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.

January 28, 2026
Date Issued

Trish Carson
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.