



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

**Citation:** Zhukovska v Ostrowski, 2026 ONLTB 10565

**Date:** 2026-02-02

**File Number:** LTB-L-082141-24

**In the matter of:** unit 4, 4 EDGEWARE DR  
ETOBICOKE ON M8W1T4

**Between:** Halyna Zhukovska Landlord  
Andriy Sahan

**And**

Peter Ostrowski Tenant

Halyna Zhukovska and Andriy Sahan (the 'Landlord') applied for an order to terminate the tenancy and evict Peter Ostrowski (the 'Tenant') because:

- 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

This application was heard by videoconference on November 17, 2025.

The Landlord Halyna Zhukovska and the Tenant attended the hearing.

### **Determinations:**

1. At the outset of the hearing, the Tenant requested an adjournment so that they could consult with duty Counsel.
2. I noted the letter from the South Etobicoke Community Legal Services dated November 14, 2025, that indicated they could not represent the Tenant in these proceedings. See DOC-082141-24.

3. The Board's Interpretation Guideline 1, entitled Adjourning and Rescheduling Hearings sets out that an adjournment for representation is not automatically granted. In this case, there had been a prior adjournment on March 3, 2025. Thus, the Tenant has had more than adequate time to retain and instruct counsel.
4. As a result, the request for an adjournment was denied.
5. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the Tenant. Therefore, a conditional order preserving the tenancy shall be issued.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. On September 18, 2024, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations:
  - a. Serious impairment of safety, willfully damaging the rental unit, and using the rental unit as a way that is inconsistent with its use as a residential premises because:
    - i. The tenant has not cleaned the rental unit and surrounding area despite requests from the Landlord
8. The Landlord testified. The Tenant has been in the rental unit since 2014. They stated that the rental unit is filled with garbage to the ceiling, and that the Tenant has caused severe damage to the rental unit. They opined that because the Tenant's belongings are everywhere in the property that there are bedbugs, sharp items and chemicals outside of the unit. They referred to the photos found at DOC-6819895.
9. The Landlord on cross-examination stated that in April 2024 they had been in the complex disposing of items in the corridor. They stated that they believed that the items were mostly those of the Tenant.
10. The Landlord also testified that there had been a prior Board order in 2020, a conditional order to clean the unit and that ultimately, it did not lead to the Tenant's eviction.
11. The Tenant testified. They stated that the other tenants and the Landlord have been placing items all around the building, along the east side of the garage and on the stairs.
12. They agreed that they had placed some items in the hallway to keep out of the weather. They stated that there is no storage at the residence and that they are not permitted to store items in the garage.
13. The Tenant denied that there is any damage in the rental unit.
14. The Tenant stated that they have not contacted the Eviction Prevention in the Community (EPIC) program for assistance with the clutter and they have not contacted him.
15. I have not given any weight to the Landlord's closing submissions. They were not relevant to these proceedings.
16. The Tenant stated in their closing that they agreed there is a problem with too much stuff however it is a small 200square foot apartment.

## Analysis

17. The Landlord did not lead any evidence to support reasons 2 and 3 checked off on the N7 notice. As a result, the Landlord has not proven that there are damages, let alone willful damage or that the rental unit is being used for a purpose other than residential occupation. The photographs do show an extreme level of clutter; however, they did not show any damages.
18. I am satisfied that the photos show extreme clutter, such that it is seriously unsafe from a fire and safety perspective. It is unlikely that first responders would be able to enter safely and that given the extent of the hoarding that it would only feed a fire and impede fire fighting efforts in the event of a fire.
19. However, the Board has recognized that hoarding is a mental health disorder. Since May of 2015, with the release of the Diagnostic and Statistical Manual of Mental Disorders ('DSM5'), Hoarding Disorder became an officially recognised disorder in its own right. As a result, the Landlord has a duty to accommodate the Tenant to the point of undue hardship pursuant to the *Ontario's Human Rights Code*.
20. Therefore, I am satisfied that a conditional order is a balanced outcome to afford the Tenant an opportunity to rectify the hoarding issues and to render the rental unit safe from a fire and emergency response perspective.
21. 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.
22. The Tenant is advised to reach out to EPIC for assistance. The Tenant remains responsible to ensure that the rental unit has been decluttered to a point that a Fire Inspector believes that it is safe from their perspective.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
  - a. The Tenant must significantly reduce the possessions and contents of the rental unit, such that it is rendered safe from a fire prevention perspective **within 60 days of the date of this order.**
2. After 60 days from the date of this order, the Landlord may conduct an inspection and must be accompanied by a Fire Inspector to verify if the rental unit has been rendered safe from a fire response perspective. The inspection and report must occur within 30 days so that the Landlord could file an application with the Board as set out below. Any delay could result in a denial of eviction.
23. If the Tenant fails to comply with the conditions set out in paragraph 1 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.

**February 2, 2026**  
**Date Issued**

---

Robert Patchett  
Vice Chair, 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.