



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-056691-25

In the matter of: 105, 800 EGLINTON AVE W
TORONTO ON M5N1G1

Between: Toronto Community Housing Corporation Landlord

And

Venceslau Silva Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Venceslau Silva (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 October 22, 2025.

Only the Landlord's Agent Camille Abraham and the Landlord's Legal Representative Travis King attended the hearing.

As of 9:55 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 in the application. However, for the reasons that follow, I find it reasonable in the circumstances to provide the Tenant with conditional relief from eviction.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On June 19, 2025, the Landlord gave the Tenant an N5 notice of termination. The N5 alleged that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege, or interest of the Landlord or other tenants by maintaining the rental unit in an unsanitary and unsafe condition, including excessive clutter, accumulation of combustible materials, blocked pathways, and poor housekeeping.
4. The evidence establishes that the Tenant did not correct the conditions described in the N5 within the seven-day voiding period. Photographs taken during the voiding period and introduced by the Landlord demonstrate that the condition of the rental unit remained substantially unchanged from earlier inspections, including those conducted on November 20, 2024, and March 27, 2025. As a result, the Tenant did not void the N5 notice.
5. The Landlord's evidence consisted of testimony from the building superintendent, who has extensive inspecting and maintaining the residential complex, as well as documentary evidence including inspection reports and photographs. This evidence shows severe clutter throughout the unit, combustible materials placed on and near the stove, blocked pathways limiting safe access to doors and windows, foul odours, and pest activity. I find this evidence credible and I am satisfied that these conditions constitute substantial interference with the Landlord's lawful interest in maintaining the unit in a safe and habitable condition.
6. The Landlord incurred costs of \$186.00 to file the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit being held by the Landlord.
8. At the hearing, the Landlord's Legal Representative requested that, if eviction were ordered, the Tenant be provided with conditional relief from eviction requiring the Tenant to restore the unit to an ordinary state of cleanliness within a defined timeframe and to maintain the unit in that condition thereafter.
9. 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. Within 30 days of the date of this order, the Tenant shall return the rental unit to an ordinary state of cleanliness, including removing excess clutter, combustible materials on or near the stove, and ensuring all pathways to doors and windows are clear and unobstructed.
2. For a period of 24 months from the date of this order, the Tenant shall maintain the rental unit in an ordinary state of cleanliness, keep all pathways to doors and windows clear, and ensure that no combustible materials are stored on or near the stove.

3. Section 78 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 applies to this Order. If the Tenant fails to comply with the requirements of paragraphs 1 and 2 of this order, the Landlord may apply at no cost, and without notice to the Tenant, for an order to terminate the tenancy and evict the Tenant. The Landlord must make this application within 30 days of a breach of a condition set out in this Order.
4. The Tenant shall pay 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 February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.

February 9, 2026

Date Issued

Kyle Anderson

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.