



**Order under Section 78(6)
Residential Tenancies Act, 2006**

File Number: LTB-L-009195-26

In the matter of: 1214, 91 AUGUSTA AVE
TORONTO ON M5T2L2

Between: TORONTO SENIORS HOUSING
CORPORATION

Landlord

And

XIANMEI CHEN

Tenant

TORONTO SENIORS HOUSING CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict XIANMEI CHEN (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on November 20, 2025 with respect to application LTB-L-049998-25-SA.

This application was decided without a hearing being held.

Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
2. I find that the Tenant has not met the following conditions specified in the order:
 - i. The Tenant did not fully cooperate with the Landlord in its attempts to take measures to rid the rental unit of cockroaches by failing preparing the rental unit for treatment of the aforesaid pest infestation in accordance with the Landlord's request.

On or about December 31, 2025, the Landlord attempted to treat the Tenant's unit for Cockroaches', once there Contractors observed that the Tenant had failed to prepare the unit for treatment. The pest control company noted in the work order that the sanitation level in the rental unit was poor.

- ii. On or before January 6, 2026, the Tenant did not restore the rental unit in a reasonable and ordinary state of organization and cleanliness, in accordance with Section 33 of the Act.

On January 6, 2026, the Landlord inspected the rental unit and observed the following:

- The Tenant failed to ensure that there is free and clear access to the stove;
 - The Tenant failing to ensure that the stove surface and area near the stove was clean or free of grease;
 - The Tenant failed to ensure that the countertop was free from any obstructions;
 - The Tenant failed to remove open food sources; potatoes, onions, what appears to be garlic and an unidentifiable liquid in a pot was found in the living room area;
 - The Tenant failed to ensure that garbage/waste/debris or unhygienic and unwanted items were disposed of; recycling/garbage including used tissues were observed throughout the unit, used pest traps, cobwebs and dust buildup was also not removed;
 - The Tenant failed to ensure that all appliances in the unit were cleaned, the stove was unclean;
 - The Tenant failed to ensure that belongings were organized. Floors were unclean, not swept or mopped and showed signs of dirt buildup;
 - The Tenant failed to ensure that clutter in sections of the living/sleeping area were reduced to and maintained at a level 3 or lower on the clutter image rating ("CIR") image rating scale;
 - The Tenant failed to ensure no trip hazards blocked pathways or proper egress in and out of the unit. The window was blocked by furniture, a/c unit, and a television;
 - Items were observed stacked on top of shelving units, a dresser and cupboards and stacked higher than one metre high;
 - The door to the washroom was obstructed by a chair and the closet door located in the living/sleeping area was obstructed by a plastic basket and clothing;
 - The unit rental unit appeared to be used as storage; and
 - Electrical outlets in the living room/sleeping area were overloaded with more than one extension cord or power board being used at a given time.
- iii. A subsequent inspection occurred on or about January 8, 2026 to verify if the Tenant had remedied the breaches. The Landlord observed that there was no positive change to the state of the rental unit. The Tenant had failed to maintain the rental unit in a reasonable and ordinary state of cleanliness.
- iv. The Tenant did not allow home care services, and/or any other appropriate support services, which includes, but is not limited to, housekeeping services for the unit, to be arranged on their behalf. The Tenant did not allow access, follow preparation instructions, and otherwise cooperate with the service providers.

On January 8, 2026, the Landlord contacted the Tenants Support Worker, Tiffany of COTA Inspires, who advised that the Tenant had declined private cleaning supports and detailed that the Tenant had informed her that her friends would help her.

3. The Landlord is entitled to daily compensation from the day after this order is issued to the date the Tenant moves out of the unit at a daily rate of \$19.50. This amount is calculated as follows: \$593.00 x 12, divided by 365 days.

It is ordered that:

1. Order LTB-L-049998-25-SA is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 17, 2026.
3. If the unit is not vacated on or before February 17, 2026, then starting February 18, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 February 18, 2026.
5. The Tenant shall also pay to the Landlord \$19.50 per day for compensation for the use of the unit starting February 7, 2026 to the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 17, 2026, the Tenant will start to owe interest. This will be a simple interest calculated from February 18, 2026 at 4.00% annually on the balance outstanding.

February 6, 2026
Date Issued

Kimberly Parish
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

The Tenant has until February 16, 2026 to file a motion with the LTB to set aside the order under s. 78(9) of the Act. If the Tenant files the motion by February 16, 2026 the order will be stayed and the LTB will schedule a hearing.

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 expires on August 18, 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.