



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

**File Number:** LTB-L-068065-25

**In the matter of:** 318, 3680 KEELE ST  
NORTH YORK ON M3J1M2

**Between:** Toronto Community Housing Corporation Landlord

**And**

Petr Vladimírski Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Petr Vladimírski (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 December 3, 2025.

Only the Landlord's Representative, Jessica Fletcher, attended the hearing. Ken Tooby (KT), James Tuzon (JT), Marka Hrivik (MH) also attended the hearing as the Landlord's witnesses.

As of 10:25 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 and the claim for compensation in the application. A conditional order is issued to allow the Tenant a chance to preserve their tenancy.

2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial Interference

3. On or around August 3, 2025, the Landlord gave the Tenant an N5 Notice of Termination ('N5 notice'). The N5 notice contains the following summary allegations that the Tenant has substantially interfered with the Landlord's rights, interests and privileges:

On July 25, 2024, upon inspection of the unit, the following issues were revealed:

- a. Poor unit conditions
- b. Poor cleanliness
- c. Combustible items on or near the stove
- d. Electrical wires and extension cords were being used unsafely

On September 11, 2024, upon and annual inspection of the unit, the following issues were revealed:

- a. Fair unit cleanliness
- b. Combustible items on or near the stove
- c. 1 upper kitchen cupboard was missing
- d. 1 kitchen drawer was damaged and required repair
- e. Several living room tiles were damaged and required repair

On September 26, 2024, October 2, 2024, October 9, 2024, January 9, 2025, and February 19, 2025, despite prior notifications about pest control treatments, the Tenant refused each entry and the unit was not treated.

On the following days, excessive noise, including banging on walls, yelling, and screaming was coming from the rental unit:

- a. May 22, 2025, at approximately 7:08 a.m. and 3:56 p.m.
- b. May 26, 2025, at approximately 7:53 a.m. and 11:36 a.m.
- c. May 29, 2025, at approximately 11:32 p.m.
- d. June 4, 2025, at approximately 10:58 p.m.
- e. June 10, 2025, at approximately 10:27 a.m.
- f. June 28, 2025, at approximately 10:00 a.m.
- g. July 24, 2025, at approximately 6:42 a.m.
- h. July 26, 2025, at approximately 6:07 a.m.

On July 11, 2025, the rental unit was found to have feces all over the floor as well outside of the rental unit door.

4. The witness, JT, TCHC maintenance person, provided oral testimony and confirmed that the contents in the N5 Notice. He testified that he performed each and every inspection and scheduled pest control treatment, and he also took the photos of the rental unit for each inspection. The photos were submitted to evidence of graffiti on the walls, excessive combustibles on or around the stove, clutter, debris, unreasonable level of uncleanliness, feces on the floor, and a strong odour emanating from the rental unit during the inspection on August 7, 2025.

The Law and Findings

5. Section 64(1) of 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.

6. Section 33 of the Act states:

The tenant is responsible for ordinary cleanliness of the rental unit, except to the extent that the tenancy agreement requires the landlord to clean it.

7. I find the Tenant stopped some of the conduct or activity within the seven-day voiding period after receiving the N5 Notice of termination. The voiding period was August 3-10, 2025. The Landlord scheduled an inspection of the unit on August 7, 2025, within the seven day voiding period, and the condition of the unit had not changed according to JT and photographs taken during that inspection. I'm satisfied the Tenant did not void this part of the N5 Notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act) because the Tenant was in the hospital for 3 weeks from August 7, 2025.
8. There was no evidence that the Tenant refused pest control within the seven-day voiding period, therefore this part of the N5 Notice is also voided.
9. There was no evidence that the Tenant had extension cords inside the unit within the seven-day voiding period, therefore the part of the N5 Notice is also voided.
10. The witness, KT, TCHC Community Safety Advisor, provided oral testimony and confirmed all of the noise complaints in the N5 notice. However, there was no evidence of complaints received of excessive noise during the seven-day voiding period, therefore this part of the N5 Notice is also voided.
11. The Tenant did not attend the hearing to provide evidence.
12. Based on the uncontested evidence before me, I am satisfied on a balance of probabilities that the Tenant has failed to maintain an ordinary state of cleanliness within the rental unit due to the animal feces and the state of clutter that was in the unit when the Notice was given and by doing so, has substantially interred with the Landlord's reasonable enjoyment of the of the rental unit and residential complex, pursuant to section 64 of the Act.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
15. Oral testimony was provided by MH a TCHC Community Services Coordinator, who had been assigned to assist the Tenant with housing matters as well as other issues in life. She said that the Landlord contacted the Tenant prior to the N5 Notice being served in an effort to mitigate the issue and help the Tenant. MH said she also visited the Tenant in hospital, on or around August 15, 2025, and the Tenant gave consent for the unit to be

partially cleaned by the Landlord. MH testified the Landlord scheduled the partial clean on or around the third week of August. The Landlord proactively provided accommodation by assisting the Tenant to restore the unit in a state of reasonable cleanliness.

16. The state of cleanliness of the unit was temporarily improved in August 2025, however, the unit returned to a state of unreasonable cleanliness as supported by photographs taken by JT on October 9, 2025, which showed garbage on the floor, and excessive items on the countertops near the stove.
17. The Landlord is not seeking eviction. The Tenant is allegedly taking his medication, and the Landlord requested a conditional order to allow the Tenant a chance to preserve their tenancy which I find reasonable.

**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 March 15, 2026, the Tenant shall **not substantially interfere** with the Landlord's rights, interest and privilege and shall maintain the rental unit in a state of reasonable cleanliness:
  - a) ensure that all garbage and recycling is stored in a designated place within the rental unit, in a garbage bag,
  - b) remove garbage on weekly basis by placing his garbage bags in the garbage area of the residential complex;
  - c) remove all combustible items on the kitchen counter;
  - d) clear and maintain the floors free of clothes or any other items causing clutter; and,
  - e) immediately pick up and dispose of any animal feces within the rental unit and the residential complex
3. In addition, beginning March 16, 2026 to March 15, 2027, for a period of one year, the Tenant shall also:
  - i. clean and maintain all rooms in a state of ordinary state of cleanliness; and,
  - ii. immediately pick up any animal feces within the rental unit and the residential complex; and,
4. If the Tenant fails to comply with the conditions set out in paragraphs 2, or 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. On or before April 1, 2026, 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 April 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 2, 2026 at 4.00% annually on the balance outstanding.

**February 4, 2026**

**Date Issued**

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**Colette Myers**

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.

