



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-045729-23

In the matter of: 1713, 855 ROSELAWN AVE
YORK ON M6B4C3

Between: Toronto Community Housing Corporation Landlord
Toronto Community Housing

And

Peter Munro Tenant

Toronto Community Housing Corporation and Toronto Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Peter Munro (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 someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

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

Only the Landlord's legal representative, Jessica Fletcher, and the Landlord's witnesses, Ken Tooby, Marka Hrivik, and Johnny Jackson, attended the hearing.

As of **9:15am** 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. However, based on the submissions of the Landlord, I find that

granting the Landlord's request for conditional relief to comply with the Landlord's notices of entry, to clean the rental unit by March 31, 2026 and then pay the damage costs is appropriate under all the circumstances.

2. At the hearing, the Landlord withdrew their claim for daily compensation for the use of the unit as the Tenant was current in their monthly rent as of the hearing date and I consented to their request.
3. The Tenant was in possession of the rental unit on the date the application was filed and remained in possession as of the hearing date. The Tenant has lived in the rental unit for approximately 21 years. The rental unit is Rent-Geared-to-Income (RGI) housing.
4. The application has been adjourned twice on the request of the Tenant and interim orders were issued on each of those adjourned dates. The first interim order is dated March 27, 2024 and required the Tenant to permit entry to the unit to the Landlord after the Landlord provides written notice in compliance with section 27 of the *Residential Tenancies Act, 2006* (the 'Act').
5. The second interim order was issued on June 21, 2024 and again ordered that in the interim of the matter being heard, that the Tenant would ensure they permit the Landlord entry to the unit.

N5 Notice – Substantial Interference and Damages

6. On May 19, 2023, the Landlord gave the Tenant a first N5 notice of termination which is deemed served by regular mail on May 24, 2023. The termination date in the notice is June 18, 2023.
7. The notice alleges that the Tenant substantially interfered with the Landlord's lawful right to entry to the unit and to ensure that the unit is in a reasonable state of cleanliness in order to comply with housing standards between the dates of September 14, 2022 and May 3, 2023. Additionally, that the Tenant has caused undue damage to the rental unit either negligently or intentionally which was discovered by the Landlord on May 3, 2023 and that despite the Tenant requesting a quote for repair work, the Tenant then refused the Landlord entry to perform the work required. The estimated cost of the damage to the unit was \$760.00.
8. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The Tenant also did not pay for the cost to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 Notice of termination.
9. The seven-day voiding period in this matter is between May 24, 2023 to May 31, 2023.
10. The Landlord's evidence was that on June 1, 2023 the Landlord scheduled an inspection of the rental unit to follow up on the N5 Notice to see what had been done regarding damage to the unit and to check the unit for cleanliness and that on May 31, 2023 the Tenant refused entry to the unit when the Landlord knocked on their door to see if they could enter on June 1, 2023. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) Act as they continued to refuse entry to the Landlord during the remedy period. Additionally, the Landlord was not able to see if the damage was repaired and the Tenant had not made an agreement to satisfy the damage costs for the rental unit within the remedy period.

11. The Landlord's witness, Ken Tooby (KT) testified that on March 8, 2023 the Tenant came out of their unit and yelled at and pushed staff while they were doing upgrades to the rental unit door. Staff were traumatized by the incident. They were there fixing the locking plate on the Tenant's door and had provided notice in advance.
12. The Landlord's next witness, Johnny Jackson (JJ) testified that on May 12, 2023 the Tenant partially allowed entry to inspect for damages. The Landlord saw damage to the unit but the Tenant has refused repairs. To date the unit is still not repaired.
13. On May 3, 2023 it was discovered that the Tenant had placed their own lock on the unit door without permission. Upon entry, the following damage was discovered: damage to the bedroom drywall, hall closet pulled apart with built in shelves with 2x4's. At this time the Tenant had told JJ that they were going to repair the damage. The unit was very cluttered during the inspection. The Landlord estimates \$760.00 would cover the cost to repair the drywall and the hallway closet. Pictures were taken this day and submitted into evidence. The pictures show a television mount affixed to the wall and 2x4's installed in the closet area. The pictures also show the state of clutter in the Tenant's unit including clothing and papers scattered across the floor.
14. The Landlord's third witness, Marka Hrivik (MH), testified that she is a community services coordinator and they provide 1-on-1 support to the Tenant regarding their tenancy. She testified that on September 14, 2022 she called the Tenant to check in about the inspection for September 15th. Due to illness, they agreed to rescheduled for September 29, 2022. Upon inspecting the unit on September 29, 2022 she noted that the unit was in a poor state of cleanliness. They also noted modifications done to the unit without the Landlord's consent. There was a large hole in the drywall in the bedroom and the unit was cluttered with items and clothing and boxes. The stove was covered in debris and the countertop was filthy with empty dishes on the counter.
15. On or about January 26, 2023 there was another inspection in the unit. The unit remained cluttered and dirty which cluttered combustible materials in the unit. Also, an additional portable heater was found in the bedroom with combustible items laying nearby and wires were exposed from a light fixture near the sink in the bathroom. Pictures were submitted into evidence showing the ongoing clutter and health and safety issues. More notably it appears the Tenant has removed the light fixture in the bathroom and left the wires exposed. The radiator in the Tenant's bedroom is inaccessible and there is paper scattered throughout the unit. The kitchen counter is covered in dishes and the countertop is very dirty. The switch covers have also been removed in the kitchen and the Tenant has many grocery bags full of garbage and recycling materials stored in the kitchen. There are also approximately 20 empty egg cartons on the countertop right beside the stove.
16. MH submits that they do have a free service available to the Tenant called "Fresh Start" that helps with cleaning and decluttering. The Tenant was initially interested in the service, but later would not agree to the service for repair, declutter or deep cleaning and would not follow through with this supportive service.
17. Based on the uncontested evidence before me, I find that the Tenant has substantially interfered with the Landlord's lawful right to entry of the rental unit and the Landlord's lawful interest of complying with health standards as the Tenant is not maintaining an ordinary state of cleanliness in the unit. I am also satisfied that the Tenant caused damage to the rental unit by removing drywall and dismantling the closet in the hallway and removed the

fixture in the bathroom without the Landlord's permission. The Tenant has also added a lock to their rental unit door on May 3, 2023 which was not authorized by the Landlord and they did not provide the Landlord with a key.

18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Damage to the Rental Unit - \$760.00

19. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The Tenant caused damage to the rental unit by removing drywall in the bedroom and living room and dismantling the closet in the hallway and removed the fixture in the bathroom without the Landlord's permission.
20. I am satisfied that the Landlord will incur reasonable costs of \$760.00 to repair the damaged drywall and closet repairs as provided in the repair quote they received on or about May 12, 2023. I find the Landlord is entitled to the damage costs as part of the conditional order as the Tenant has not repaired the items and has otherwise refused to allow the Landlord to complete the repairs.

Relief from Eviction

21. 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.
22. After the notice was given, and prior to this hearing, the Landlord's evidence was that the Tenant has continued to refuse entry for maintenance to the unit, but the Tenant does comply with entry for their annual safety inspections.
23. For instance; after the N5 Notice was given to the Tenant, the Tenant refused entry to the Landlord on June 6, 2023 and the Landlord could not enter because the Tenant had still not provided the Landlord with a key to the secondary lock. Even up to the hearing date they have still not provided a key copy despite being asked to do so.
24. A large capital project has started at the residential complex which requires access to the Tenant's unit. Despite this, on June 12, 2024 the Tenant refused entry to do upgrades to his kitchen and the upgrading to their ventilation in the unit.
25. On June 12, 2024 MH attended the rental unit to speak with the Tenant along with the restoration company to offer supports with moving furniture around the unit to complete the necessary repairs. However, on this date the Tenant had still changed the lock without providing a key and the Tenant was yelling at MH and told her to go away and "fuck off". They returned again on June 13th and could not gain entry to the Tenant's unit.
26. On June 20, 2024 MH knocked on the door and still no entry was given by the Tenant. The Landlord was there to see about the water damage in the unit that the Tenant indicated happened in 2013 and 2017 but he would not give access with entry.
27. Even as of the hearing date the capital projects for ventilation and kitchen upgrades has still not been completed for this particular unit as part of the overall building project due to the Tenant changing the locs and refusing access to the unit.

28. During the annual unit inspection on January 24, 2025, the Landlord notes that there was more improvement to the inside of the unit regarding the clutter and cleanliness as the Tenant does permit entry for the annual unit inspections, it is other repairs and inspections on the overall condition and progress regarding damages that the Tenant continues to refuse entry to the Landlord.
29. The Landlord submits that they do not want to evict the Tenant and would prefer that the Tenant take advantage of "Fresh Start" and to ensure that their rental unit is in an ordinary and reasonable state of cleanliness and that the unit is free from damage and clutter going forward. They also want the Tenant to provide them with a copy of their key so that they can access the unit.
30. The Landlord also submits that they are aware that the Tenant has a brain injury based on previous communications with them and their prior adjournment requests however, they do not participate in any accommodation process provided by the Landlord. They are hopeful that the Tenant will take advantage of the Landlords support and will permit entry understanding the serious consequence of being evicted if they fail to comply.
31. The Tenant did not attend the hearing to make submissions regarding their unique circumstances to consider any discretionary relief from eviction.
32. I see no reason to deny the Landlord's request on the basis that it permits the continued occupancy of the unit and preserves a 21-year tenancy in a subsidized housing unit.
33. While I do not have the jurisdiction to order the Tenant to take advantage of the "Fresh Start" program supported by the Landlord with respect to the overall cleanliness of the unit or the clutter, it is worth noting as part of this order that this service is available to the Tenant if they feel it would help support their ongoing tenancy.
34. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
35. This order contains all of the reasons for the decision within it and no further reasons will follow.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall permit entry to the Landlord so long as the Landlord provides the Tenant with a minimum of 24 hours notice and for reasons identified under section 27 of the Act. This includes allowing the Landlord entry for repairs, maintenance or to perform necessary work in the rental unit to comply with housing and maintenance standards. This includes disengaging the secondary lock on the entry door and/or providing the Landlord with a key to the secondary lock by no later than February 27, 2026.
3. The Tenant shall ensure that their rental unit is in a reasonable state of ordinary cleanliness on or by March 31, 2026. This includes but is not limited to:

- a) The Tenant shall ensure that pathways throughout the unit are free and clear of clutter and the entrance to the rental unit must not be obstructed by belongings, restricting access to the rental unit.
 - b) The Tenant shall not install, mount, place or stack any possession which will block any pathways or means of exit or create a fire hazard in the rental unit;
 - c) The Tenant is not to store or place combustible items on or around the stove within the kitchen and shall not permit or allow any condition within the rental unit that may pose a fire hazard;
 - d) Recycling and garbage must be taken out to their proper disposal places outside of the unit and shall not be accumulated inside the unit;
 - e) The Tenant shall not remove any electrical fixtures or covers within the rental unit
4. The Tenant shall then maintain ordinary cleanliness as described in paragraph 3 above for a period of at least 12 consecutive months up to and including to March 31, 2027.
 5. The Tenant shall pay to the Landlord \$760.00 for the reasonable cost to repair damages in the rental unit. The Tenant shall pay this amount in installments of \$125.00 per month due on the first day of each month commencing on March 1, 2026 and continuing on the first of each month thereafter up until July 1, 2026. The Tenant shall pay the balance of \$135.00 on or before August 1, 2026.
 6. The Tenant shall not cause further damage to the rental unit and shall not alter any fixtures in the rental unit without the written and express consent of the Landlord for a period of not less than 12 months starting as of the date of this order and continuing up to and including to February 13, 2027
 7. If the Tenant fails to comply with the conditions set out in paragraphs 2, 3, 4, 5 or 6 this order, the Landlord may apply under section 78 of 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.
 8. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application on or by March 31, 2026.
 9. If the Tenant does not pay the Landlord the filing fee amount on or by March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

February 13, 2026
Date Issued

Terri van Huisstede
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.