



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-048443-24

In the matter of: 605, 1960 A PARIS ST
SUDBURY ON P3E4V2

Between: Greater Sudbury Housing Corporation Landlord

And

Justine Mitchell Tenant

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Justine Mitchell (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

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

Only the Landlord's agent, Suzette Pellerin, attended the hearing.

As of **10:40am**, 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, at the request of the Landlord, the Tenant will be given an additional opportunity to bring the rental unit up to a reasonable standard of cleanliness, to maintain their unit in a reasonable state of cleanliness for a period of at least 12 months and to cooperate with preparation for necessary pest control treatments.
2. The Tenant was in possession of the rental unit on the date the application was filed and remained in possession of the rental unit as of the hearing date.
3. On May 30, 2024, the Landlord gave the Tenant a first N5 notice of termination. The termination date in the notice is June 22, 2024. The notice of termination alleges that between March 27, 2024 and May 28, 2024, the Landlord inspected the Tenant's rental

unit and on each occasion it was noted that there was open food and a foul smell emanating from the Tenant's unit. Specifically, open food containers were found and garbage and excessive clutter in the Tenants unit that appeared to become increasingly worse over the time period.

4. As part of the N5 notice, the Landlord provided their expectations with respect to what was required of the Tenant to void the notice to remedy the issues leading to the notice. Specifically, the Tenant was required to remove all garbage and recycling from the unit, sweep and wash the floors, clean the kitchen and throw away garbage and to clean the dishes and put them away and to remove items from the countertop and stove area. The Tenant was further instructed to ensure the living room is clean and garbage thrown away. To ensure the bedroom is cleaned and to dispose of the stored boxspring in the unit and to ensure there was a clear bath in and out of the bedroom. To also ensure the bathroom was cleaned and clothing was removed from the floor. It also notes that the unit will be reinspected on June 6, 2024 to check the condition.
5. Based on the photographic evidence of the Landlord, the Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Landlord did reinspect the unit on June 6, 2024 and there was not much progress with the exception that the Tenant had put effort into removing the clothes from the bathroom and bedroom floors. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
6. I am satisfied, based on the uncontested evidence and photographic evidence before me, that the Tenant has substantially interfered with the Landlord's lawful right and interest and that the Tenant's failure to maintain ordinary cleanliness in her unit also substantially interferes with the reasonable enjoyment of other Tenants. I say this because the condition inside the Tenant's unit is conducive to permitting and harbouring pests inside the unit and it poses health concerns for the well-being of the Tenant and the Landlord's maintenance personnel.
7. After the notice was served, the Landlord then sent the Tenant notice for a pest control inspection for bedbugs which was to take place on June 19, 2024. The Landlord's records indicate that the Tenant was not prepared for the inspection. Photos taken inside the rental unit show excessive clothing and materials throughout the unit including the bedroom and bathroom. It did not appear that the Tenant took any effort to ensure their room was excessive or that the clothing was put away and there continued to be excessive clutter in the unit. The countertop was cleaner in the kitchen, but there were materials scattered throughout the unit, including on the balcony.
8. On April 11, 2025 the Landlord served notice that they would be entering the Tenant's unit on April 15, 2025 for a general maintenance inspection. However, when the Landlord attempted to enter on April 15th, the Tenant had engaged a chain lock on the door which obstructed the Landlord's entry.
9. On May 5, 2025 the Landlord served another notice to enter the unit on May 7th for a follow up inspection. Entry was permitted, however, there was lots of open food and dishes on the counter. The living room was cluttered and there was garbage scattered on the floor and the bedroom was again cluttered and the Landlord's staff could not walk clearly around the bed. There was furniture on the balcony and the smoke detector had been taken down.

10. On May 30th the Landlord reinspected the unit and there was still similar conditions in the unit, although they were getting progressively worse. Including a damp smell in the unit and piles of clothing covering the floors. There was also open rotting food in the unit.
11. On December 4, 2025 the Landlord entered the rental unit again and there was so much clutter in the unit that they had a difficult time navigating the unit. Additionally, there was evidence of substantial cockroach activity in the unit with the open food left out in the kitchen. There were cockroaches everywhere including climbing up the walls inside the unit.
12. This residential complex including the rental unit are rent-geared-to-income (RGI) and the building use has mixed seniors and young adults. There are 101 units in the building and twelve floors. The issue with pests can easily spread throughout the building and the way the Tenant is keeping their unit causes an increased risk to others living in the residential complex and interferes with the Landlord's ability to meet maintenance and housing standards.

Daily Compensation

13. The Landlord withdrew their claim for daily compensation on the basis that the Tenant was current with their monthly rent of \$139.00 as of the date of the hearing and because the Landlord was seeking a condition order relating to the tenancy.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

Relief from eviction

16. 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.
17. The Landlord requested conditional relief to give the Tenant another opportunity to remedy the state of the rental unit to maintain their affordable housing. I see no reason to deny the Landlord's request on this basis.
18. The Landlord requested that the Tenant be given until January 31, 2025 to bring the unit up to a reasonable standard of cleanliness and to maintain that state for a twelve month period after that point. However, since the order is written later, I find it appropriate to extend that time to February 28, 2026.

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 February 28, 2026 the Tenant shall ensure their rental unit is in an ordinary state of cleanliness. This includes but is not limited to:

- a) Remove all garbage and recycling
 - b) Sweep and wash floors
 - c) Ensure the Kitchen area is clean; all garbage thrown away, counter tops cleared off, items stored on top of stove are removed and all dishes cleaned, washed and put away and no open or rotting food in the unit
 - d) Ensure Living Room is clean; all garbage is thrown away and all open food sources disposed of properly
 - e) Ensure Bedroom is cleaned; all clothing put away, mattress or box spring placed against wall disposed of properly or placed back down, all other miscellaneous items are stored properly and organized, all garbage thrown away and there is a clear path from your bedroom door to your bedroom window
 - f) Ensure your bathroom is cleaned; all clothing removed from floor, laundered and put away properly, garbage emptied, toilet and bathtub washed and cleaned
3. If the Tenant complies with paragraph 2 above by February 28, 2026, then the Tenant must then ensure that the rental unit stays in this condition for a period of at least twelve consecutive months starting March 1, 2026 and ending March 1, 2027.
 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 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. The Tenant shall also 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 February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 10, 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.