



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-045459-25

In the matter of: 609, 7 COATSWORTH CRES
TORONTO ON M4C5S5

Between: Toronto Seniors Housing Corporation Landlord

And

Alan David Baxter Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Alan David Baxter (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 September 15, 2025.

Only the Landlord's Representative Adam Fraccaro and Landlord's Agent Lesley Hamilton attended the hearing.

As of 1:53 pm, 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. Therefore, tenancy is terminated as of March 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On April 29, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on May 4, 2025. The notice of termination contains the following allegations: the Tenant has substantially interfered with the reasonable enjoyment of residential complex by Landlord and other tenants and substantially interfered with Landlord's lawful rights, privileges and interest because excessive clutter in the rental Unit and unsafe wiring. Specifically, the N5 states that on July 30, 2024 as part of the Landlord's annual unit inspections the Superintendent observed:
 - a) Unit clutter at a rating 8 according to the International OCD Foundation – Clutter Image Scale
 - b) Unauthorized writing or overused extension cords
 - c) Electrical panel obstructed
 - d) Wall damage
 - e) Balcony clutter observed at a 7 according to International OCD Foundation – Clutter Image Scale
4. N5 notice stated that these issues were identified to the Tenant on July 30, 2024 and that further inspection were attempted on October 30, 2024 and December 18, 2024 upon providing proper notice but not allowed by the Tenant. A limited inspection was conducted on November 27, 2024.
5. N5 Notice stated that another inspection on March 27, 2025, was conducted by Municipal Licensing and Standards and the Superintendent Mario Rios which noted that unit had not improved and clutter and other safety issues were observed.
6. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. Superintendent Mario Rios testified that on May 12, 2025, which is just after the voiding period ended, he inspected the rental unit and that the clutter levels were at a similar level. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Landlord's Evidence

7. The Landlord's Agent Lesley Hamilton testified that she is a regional operational manger for the Landlord and had been working for the Landlord for about 3 years. She is familiar with the Tenant given the issues associated with their rental unit. She testified that the Tenant has lived in the rental unit since 2012 and receives subsidies housing.
8. She testified that to ensure the safety of all the tenants the Landlord conducts annual inspections. An inspection on the Tenant's rental unit was conducted on July 30, 2024.
9. Based on the inspection it was noted that the there was an extreme amount of clutter in the rental unit. Using the International OCD Foundation – Clutter Image Scale it was rated as 8 due to the amount of belongs all over the floor and piled high against the walls. She also noted that there were unsafe electrical cords due to over extension cord connected to extension cords.

10. Lesley Hamilton testified that the balcony was also full of clutter and was rated a 7 on the International OCD Foundation – Clutter Image Scale.
11. She testified that the Tenant prohibited the inspectors taking pictures but the inspectors took notes. She testified that on July 30, 2024 after the inspection the Tenant received an ticket outlining the issues. She presented the ticket as evidence outlining the condition of the unit.
12. Lesley Hamilton testified to interactions with the Tenant since that date of the annual inspection including numerous times when the Landlord attempted to do a further inspection upon providing a notice on entry but the Tenant was either unavailable or refused including on October 30, 2024 and December 18, 2024. She did testify to entry on November 27, 2024 where the Custodial Maintenance Person was allowed into the rental unit briefly. In this occurrence they observed that the clutter remained.
13. Mario Rios, the residential complex Superintendent, testified that on March 27, 2025 he inspected the rental unit with City of Toronto Municipal Licensing and Standards staff. He stated that the rental unit was extremely cluttered and assessed it as an 8 or even 9 based on the International OCD Foundation – Clutter Image Scale as there were only small pathways between all the clutter to walk around the rental unit.
14. He also noted there was no access to the bedroom without moving clutter and the balcony was also full of clutter. He testified that on April 2, 2025 a formal warning letter was provided to the Tenant on the clutter issues with the rental unit and scheduled a follow-up inspection on April 14, 2025.
15. Mario Rios testified to a follow-up inspection he conducted on April 14, 2025. He provided as evidence a report he filed on that inspection. He testified that based on the report the rental unit remains full of clutter and that there was only a small walkways between clutter around the rental unit. He testified to an exchange with the Tenant where they expressed unwilling to part with his belongs and that what he needed was more storage space.
16. Mario Rios testified to a further inspection he did on May 12, 2025 after the N5 notice voiding period. He testified that it was his 3rd visit and not much had changed as there was still clutter everywhere such as booked and boxes piled high against walls and small walkways between all the clutter. He did note that some clutter had been moved so he could now access the bedroom but it was clear the Tenant had not voided the notice.
17. The Landlord submitted that according to s. 33 of RTA:

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.

18. The Landlord submitted that the Tenant was in violation of clauses in their lease that speaking to the tenants obligations including:

s. 8(8) The Tenant is responsible for the ordinary cleanliness of the Leased Premises and shall notify the Landlord of the presences of Household Pests in the Leased Premises or Residential Complex.

s. 8(12) The Tenant shall permit the Landlord and persons having authority from the Landlord on at least twenty four (24) hours prior written notice, to enter the Leased Premise for the purpose of inspecting the condition of the Leased Premise and doing any necessary work and for the purpose of determining the Tenant's continued qualification for public housing.

19. The Landlord submitted that the Tenant substantially interfered with the reasonable enjoyment of residential complex by Landlord and other Tenants and substantially interfered with Landlord's lawful rights, privileges and interest because the excessive clutter in the rental unit was not meeting the standard of ordinary cleanliness required and the Tenant continued to not permit inspections upon being provided proper notice.

20. Based on the uncontested evidence of the Landlord's Agent Lesley Hamilton and the Superintendent Mario Rios I am satisfied that the Tenant has substantially interference with the Landlord as well as other tenants. Despite numerous warnings and notices the rental unit continues to contain excessive clutter which does not meet the standard of ordinary cleanliness. Based on the uncontested evidence the Tenant has not made a significant effort declutter or move items out so that unit.

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

22. There is no last month's rent deposit.

23. 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 postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.

24. Based on the Landlord's evidence, the Tenant is a senior who lives alone in a 1 bedroom house. He has lived there since 2012 and pays a subsidized rent of \$596.00. It will be challenging especially given the volume of the Tenant's personal effects to find immediate alternative housing. I have been informed that the Tenant has not engaged support but am hopeful that the additional time will provide the Tenant the opportunity to do so. I am delaying the eviction so that might occur to assist in decluttering and moving.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 April 1, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before 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

Stephen Rotstein
Vice Chair, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant 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.