



Order under Section 69 and 31 Residential Tenancies Act, 2006

Citation: Homes First Society For 75 Northcote Ave. v Korycki, 2025 ONLTB 91153

Date: 2026-02-23

File Number: LTB-L-071412-24, LTB-L-066576-25 and LTB-T-061062-25

In the matter of: 4, 75 NORTHCOTE AVE
TORONTO ON M6J3K2

Between: Homes First Society For 75 Northcote Ave. Landlord

And

Tomasz Korycki Tenant

HOMES FIRST SOCIETY FOR 75 NORTHCOTE AVE (the 'Landlord') applied for an order to terminate the tenancy and evict TOMASZ KORYCKI (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

Homes First Society For 75 Northcote Ave. (the 'Landlord') also applied for an order to terminate the tenancy and evict Tomasz Korycki (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

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

TOMASZ KORYCKI (the 'Tenant') applied for an order determining that HOMES FIRST SOCIETY (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on October 21, 2025.

The Landlord's Representative Leo Corsetti, the Landlord's Agent Maria Elena, the Landlord's witness Chris Wagner, the Tenant and the Tenant's Representative Gigi Yang attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is terminated and the Tenant must move out of the rental unit on or before March 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The residential complex is a six-bedroom home with a shared kitchen and a basement used as an office for staff.
4. The landlord's application is based on N5 and N7 notices of termination.
5. The Tenant's application is based on an allegation that the landlord has substantially interfered with the Tenant's reasonable enjoyment of the rental unit or residential complex.
6. As there is substantial overlap of the N5, N7 and T2 applications, the allegations will be considered together.

N5/N7 Notices of Termination

7. On July 25, 2025, the Landlord gave the Tenant an N5 notice of termination.

On August 1, 2024, the Landlord gave the Tenant an N7 notice of termination.

The notices of termination contain, in part, the following allegations:

July 21, 2021, an inspection of the Tenant's unit was completed by Pest Control and Hoarding Staff. The unit was cluttered with no room to move and rated a 9 on the Clutter Rating Chart.

August 10, 2021, staff attended the Tenant unit, with proper service, and the Tenant refused entry for bug treatment. Live bugs could be seen crawling around the floor and door frame.

August 24, 2021, the Tenant refused bed bug treatment, although served with proper notice.

February 2, 2022, an annual inspection was completed, the unit was cluttered with no room to move and rated a 9 on the Clutter Rating Chart. Housekeeping was poor, fire hazards were observed and bed bug activity.

June 21, 2023, the unit was inspected and found to be in poor condition, highly cluttered, flammables present, and rated a 9 on the Clutter Rating Chart.

February 7, 2024, the unit was found to be very cluttered making it not possible to fully enter the unit. Bed bug activity was observed. The unit presented tripping, falling/crush and fire hazards.

March 12, 2024, members of the Toronto Fire Services inspected the unit. The unit was observed to be very cluttered, and an inspection order was issued.

April 25, 2024, a follow up inspection was completed and the unit, although some form of egress was present, it was quite narrow, shelving units were hanging from the ceiling, there were flammable materials and live bed bugs.

May 21, 2024, a follow up inspection found the unit still in poor condition with issues with egress, falling and tripping hazards and bed bug activity.

July 31, 2024, the Tenant refused entry for the scheduled bed bug treatment.

September 13, 2024, an inspection was conducted and the unit was cluttered, live bedbugs were observed and the housekeeping was poor.

October 25, 2024, the unit was partially inspected due to the Tenant being ill. The unit was found to be a level 8 on the Clutter Rating Chart, housekeeping was fair.

November 20, 2024, the Tenant did not prepare his unit for a scheduled pest control treatment.

May 8, 2025, the unit was inspected and found to be in the same condition as observed prior with egress concerns, falling concerns, pest control concerns and maintenance accessibility concerns.

June 24, 2025, the Landlord received concerns that the Tenant was sleeping in common areas, specifically the kitchen/dining room, he is storing belongings in the common areas, taking down the fire alarm and making/selling alcohol.

T2 Application

8. The Tenant's T2 Application alleges, in part, that the issues raised in the Landlord's applications are the result of the Landlord removing the Tenant's alternative storage options without providing replacements and this action by the Landlord has substantially interfered with his reasonable enjoyment of the rental unit or complex.

Landlord's Evidence

9. The Landlord's witness Chris Wagner (CW), an employee of the Landlord, testified that the Tenant entered into a lease with the Landlord on October 27, 2010 which does not include any storage areas. He further testified to a letter dated September 6, 2018, addressed to all tenants advising that due to unauthorized accumulation of items in the basement, the basement will no longer be accessible and another letter dated July 2025 in which all tenants were reminded that common areas are shared spaces and tenants are not

permitted to store any personal items in these areas. A third letter to all tenants advising that any personal items in the shared areas would be disposed of, if not removed, was dated November 19, 2024. Copies of the lease and letters were submitted as evidence.

10. CW testified to each and every inspection listed above on the N5/N7 notices, submitting into evidence copies of each inspection report, photos of the unit, email communications, complaints and staff notes.
11. CW testified consistently about the condition of the Tenant's unit being cluttered, the egress blocked, items hanging from the ceiling, bedbugs, combustible material and safety hazards.
12. CW testified to the attempts the Landlord made to assist and offer support, but the Tenant had refused all offers.
13. CW further testified to the Tenant was using the balcony, kitchen and other common areas to store his belongings.
14. CW testified that the Tenant did not at any time remove all items from the floors, hallways, countertops, ceilings and ensure there is a clear walkway into each room within his unit.
15. CW testified that the Tenant did not remove the flammable items from his unit nor did the Tenant prepare for and allow pest control to treat his unit.
16. CW testified that the Tenant has continued the same behaviour up to the date of the hearing and submitted photos from September 17, 2025, showing the Tenant's unit with inaccessible walls, entire sections of the unit inaccessible, no access to the windows and more tools and materials being stored in the kitchen despite no storage signs.
17. Under cross-examination, CW testified that the Tenant was never provided storage and the Tenant's offer to build a shed for storage outside the unit was denied.

Tenant's Evidence

18. The Tenant testified that he has lived in the unit for 15 years, he is low income and disabled.
19. The Tenant testified that when he first moved in, the tenants had permission to use the basement as it was not being used by the Landlord. He testified that he cleaned up the basement and built tables and chairs for everyone to use as in a common area. He further testified that eventually he started bringing tools and shelving into the basement.
20. The Tenant testified to photos of unit which showed saw blades hanging in his unit and he explained that 50-60% of the items in his unit had previously been stored in the basement and that his unit was less cluttered when he used the basement for storage.
21. The Tenant submitted a letter from his Doctor dated October 14, 2025, in which the Doctor states that he is concerned for the Tenant's health and well being. He further states that the Tenant is not a hoarder but keeping tools and work-related items in his apartment which reflect his background and practical work habits. He also states that he does not believe there are bedbugs in the Tenant's unit because he has not seen evidence of any

bites on the Tenant. The Doctor stated that maintaining routine and stability is vital and that he is continuing to work on a care plan with one of the goals being that the Tenant keep his apartment organized and accessible to reduce the risk of injury.

22. The Tenant testified that the Landlord took away his storage in 2018 and failed to provide him with any alternatives to store his belongings and the Landlord's new rules prevent storage of any personal items in any place other than their own unit.
23. The Tenant testified that he had offered to build a shed and has moved his books and ski equipment to a friend's house to lessen the amount of his belongings and that he cannot afford to pay for off-site storage.
24. The Tenant testified that he has not seen live bedbugs in his unit for some time and that he has instituted his own procedures for treatment.
25. The Tenant testified that he is not seriously impairing anyone's safety, the spray cans in his unit might be deodorant, he doesn't have any moonshine, the buckets are for preparing fertilizer for the plants. He further testified that his unit had been cleared by the Toronto Fire Services but agreed that his unit has not been maintained in the same condition when it was cleared.

Analysis

26. The Landlord submitted testimony as well as documentary evidence, including photos, of the state of the rental unit for the period from July 2021 through to September 2025. There was ample photographic and testimonial evidence of the unit in a cluttered, untidy and unsafe condition. There was no clear egress, dangerous items hanging, signs of bedbug infestations, safety and fire hazards.
27. The Tenant's allegation that the condition of his unit and his use of common areas for storage of his personal belongings is the fault of the Landlord because they took away his storage in 2018 is not supported by the evidence.
28. The Tenant has had 7 years to address the issues and has had numerous offers of assistance from the Landlord but has refused to remove the items or accept any help.
29. Based on the evidence before me, I find that the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination, by not clearing the unit or preparing for and allowing pest control.
30. I also find that the testimony of the Landlord's witness, supported by the photos, proves on a balance of probabilities that the state of the Tenant's unit creates a substantial interference with the reasonable enjoyment of the Landlord and other tenants, as well as a substantial interference with the lawful rights, privilege and interests of the Landlord and other tenants. The Tenant's unit was not kept in an ordinary state of cleanliness, as required by the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant has refused entry to the unit and there is no evidence that there have been any lasting changes in the unit since that time.

31. The excessive amount of clutter, the lack of pathways, the combustible materials and the hanging items, all contribute to creating fire and safety hazards. Therefore, I find that the Tenant has seriously impaired and continues to seriously impair the safety of the Tenant other tenants. This conduct occurred in the residential complex.

Relief from eviction

32. The Landlord is seeking termination of the tenancy with an extended time to allow the Tenant additional time to find alternative housing.
33. The Tenant submitted that he is on disability and that he has looked at alternative housing but he would be unable to afford the higher rents.
34. The Tenant testified that he wants to remain in the neighborhood as it is close to his doctors, the emergency room is close by and he is familiar with the area.
35. The Tenant further testified that the Landlord's restrictions are unreasonable, and he would only be able to comply if the Landlord allowed him to store items.
36. 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. This will provide the Tenant with additional time to find alternative housing.

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.

February 23, 2026
Date Issued

Brenda Mercer
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on October 1, 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.