



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hirani v Kade, 2026 ONLTB 17561

Date: 2026-03-04

File Number: LTB-L-080235-25

In the matter of: 2, 419 OTTAWA ST S
Kitchener ON N2M3P3

Between: Yasmin Hirani Landlord

And

Adrian Kade Tenant

Yasmin Hirani (the 'Landlord') applied for an order to terminate the tenancy and evict Adrian Kade (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 January 22, 2026.

Only the Landlord and the Landlord's representative, Elizabeth Anani, attended the hearing.

As of 10:45 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.

It should be noted that the Tenant signed into the hearing at 4:07 p.m., claiming that he had been holding on a different Tribunals phone number (i.e. 855-703-8985). He was advised that the hearing had been heard in the morning and that he would receive a copy of the order in due course.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. The the tenancy between the Landlord and the Tenant will continue, however, with certain conditions placed on the Tenant.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 18, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on August 25, 2025. The notice of termination alleged that the Tenant had substantially

interfered with the Landlord's lawful rights, privileges and interests by failing to clear clutter and flammable materials in and around the rental unit, resulting in the Landlord's insurer refusing to renew the Landlord's property insurance.

4. The Landlord testified that the Tenant moved into the rental unit five or six years ago. He stated that early 2025, the Landlord provided all tenants in the building (including the Tenant) with a letter asking them to clean up their units and the residential complex ahead of an inspection by his home insurer on May 12, 2025.
5. The Landlord produced a copy of the insurance assessment report she received after the May 12, 2025 inspection [Doc 7181330]. Page 10 of the report reads, in part, as follows:

Apartments 2 and 3 have hoarding issues on balconies and interiors that are a fire hazard. Abandoned vehicles used as storage are also a hazard. These conditions have existed for months or years and should be address with tenants immediately.

6. The report also discloses the following:

Page 10: photograph of the inside the Tenant's unit, confirming excessive clutter in the unit.

Page 12: photograph of clutter on the Tenant's balcony.

Page 14: photograph of the Tenant's kitchen identifying an electrical hazard, namely an extension cord running above and past the stove.

Page 16: Ashtray filled with cigarette butts beside the Tenant's bed with the comment *"Smoking in bed is one of the leading causes of house fires. Apartment 2"*

7. After the insurance assessment, the Landlord received a letter from her insurer indicating that her property insurance was cancelled as of June 25, 2025 because the property did not meet minimum underwriting guidelines [Doc 7181330, page 6].
8. A letter dated June 16, 2025 was sent to the Tenant informing him that the Landlord and the insurance company had concerns about the state of his apartment and balcony (i.e. hoarding and fire hazards. The letter set out all of the concerns as well as instructions for the actions the Tenant was to take to address those concerns (i.e. remove extension cord above stove, clear areas in front of baseboard heaters, etc.). When the Tenant failed to clear his unit and balcony, the Landlord served the N5 notice.
9. The Landlord produced photographs from her inspection of the unit on January 12, 2026 which show the following:
 - Pages 24-26: garbage, clutter and cigarette butts beside rubber floor mat and in ashtray beside couch chair on Tenant's balcony
 - Pages 27-33: Clutter, electrical wires, combustible materials up against baseboard heaters, ashtray in living room

Page 34: Excessive clutter, microwave, fridge and items up against baseboard heater in bedroom

10. The Landlord was able to obtain property insurance from another insurer but is now paying double the amount of her previous insurance. The Landlord worries that when her new insurance provider inspects the property (which has not yet been scheduled), they too will cancel her insurance. If that happens, she expects to pay over \$14,000.00 per year for property insurance with a third provider. In light of same, the Landlord requests that the tenancy be terminated.
11. Based on the uncontested evidence before me, I am satisfied that the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. It is evident from the Landlord's photographs that the clutter and potential fire risks continue to be present in the Tenant's unit and on his balcony. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
12. I find that the Tenant's behaviour has substantially interfered with the lawful rights, privileges and interests of the Landlord.

Relief from eviction

13. 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. I say this because the Landlord has secured new property insurance and her worry that it may be cancelled is speculative at this point in time. The insurance assessment report identifies issues to be addressed by Landlord (i.e. installation of permanent wiring that meets requirements of current electrical safety codes, installation of fire separations, fire doors, etc.), not just issues related to tenants. It appears to me that there has been some improvement, although minimal, in the state of the Tenant's unit and balcony.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
 - a) On or before March 31, 2026, the Tenant shall remove any combustible materials in front the baseboard heaters in the unit (i.e. curtains, dresser, bed, cardboard, etc.) and maintain a clearance of twelve inches above and six inches in front of and on each side of each baseboard heater.
 - b) On or before March 31 2026, the Tenant shall remove all items, other than patio furniture, from the balcony (i.e. storage boxes, couch chair, garbage bags, etc.).
 - c) The Tenant shall remove the extension cord over the stove in the kitchen.
 - d) The Tenant shall not smoke in the unit, including the bedroom.
 - e) The Tenant shall not tamper with or remove smoke detectors in the unit

- f) The Tenant shall not remove the door closer on the unit entry door.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 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.
 3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
 4. If the Tenant does not pay the Landlord the full amount owing on or before March 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.

March 4, 2026
Date Issued

Karen Gonçalves
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.