



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-088714-25

In the matter of: 907, 423 YONGE ST
TORONTO ON M5B1T2

Between: Toronto Seniors Housing Corporation Landlord

And

Marshall Roth Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Marshall Roth (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 Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- 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.

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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on February 24, 2026.

Only the Landlord's representative, Jesse Audette, and the Landlord's agent, Kamilla Galdao, attended the hearing.

As of 10:25 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.

At the hearing, the Landlord agreed to withdraw their claim for damages and as a result, I amended the application and the damage claim was removed.

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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination -Substantial interference

3. On October 8, 2025, the Landlord gave the Tenant an N5 notice of termination with the termination date of November 08, 2025. The notice of termination contains the following allegations: the Tenant has substantially interfered with the reasonable enjoyment of the Landlord, and other tenants in the residential complex by failing to being abusive and rude toward the Landlord's agents. The Tenant's conduct includes yelling at the Superintendent, cursing and screaming in the common areas, and calling the Toronto Fire Services for reasons not related to a fire.
4. The Landlord called Eliana Ferreira ("E.F.") as a witness. E.F. testified that she is a senior services coordinator and her role is to ensure tenants in the residential complex have the support they require to continue their tenancy. E.F. said she is familiar with the Tenant and that on November 1, 2024, the Tenant became very abusive and aggressive toward her. As a result of the Tenant's behaviour, special constables were called. Then on May 27, 2025, she went to the Tenant's rental unit and observed the rental unit in a state of being heavily cluttered and no clear pathway was visible for the Tenant to move around. The Tenant's rental unit was a fire and safety concern for the Tenant and other tenants in the residential complex. A photograph of the Tenant's rental unit on May 27, 2025 was submitted into evidence by the Landlord and it supported their position that the Tenant's rental unit was heavily cluttered. The photographs show no clear pathway for the Tenant to move around. On May 30, 2025, E.F. once again observed the Tenant being abusive and rude toward her and other agents of the Landlord. E.F. testified to how traumatic her interactions with the Tenant have been and the impact the Tenant's behaviour is having on herself and other tenants in the residential complex. E.F. noted that the residential complex is for seniors, a lot of which require the hallways to be cleared for their wheelchairs or mobility scooters.
5. Based on the uncontested evidence of the Landlord, I am convinced that the Tenant has substantially interfered with the reasonable enjoyment of the Landlord and other tenants in

the residential complex. E.F. testified to the impact the Tenant's conduct is having on other tenants in the rental unit, as well as the traumatic impact his behaviour has on her. The Tenant is abusive and aggressive when dealing with the Landlord's agents, as well as substantially interfering with other tenants reasonable enjoyment of the residential complex by creating barriers for the senior tenants that require mobility assistance. The evidence adduced by the Landlord was clear and it supported the Tenant's rental unit is a fire risk to everyone in the residential complex. A Toronto Fire Services report was submitted into evidence supporting the Landlord's position. The report is dated October 9, 2025 and immediate action was required of the Tenant to meet conditions of clearing his rental unit and personal belongings, but he failed to comply.

6. 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 adduced evidence at the hearing in the form of photographs dated October 8, 2025 and October 9, 2025, which support their position that the Tenant continued to substantially interfere with the reasonable enjoyment of the Landlord and other tenants in the residential complex. The photographs adduced into evidence clearly identify the Tenant's rental unit and personal belongings outside the rental unit door, blocking the hallway access for other tenants. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Daily compensation, NSF charges, rent deposit

7. Based on the monthly rent, the daily compensation is \$20.48. This amount is calculated as follows: \$623.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from eviction

10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 14, 2026.
2. If the unit is not vacated on or before March 14, 2026, then starting March 15, 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 March 15, 2026.

4. The Tenant shall pay the Landlord compensation of \$20.48 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.
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 March 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 15, 2026 at 4.00% annually on the balance outstanding.

March 3, 2026
Date Issued

Vishal Nanda
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 September 15, 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.