



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106168-25

In the matter of: 65 BERRY ST
CHATHAM ON N7M3B2

Between: Chatham Hope Nonprofit Housing Landlord

And

Tiffany Bester Tenant

Chatham Hope Nonprofit Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Tiffany Bester (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 February 18, 2026.

The Landlord's Legal Representative Cameron Parrott and the Landlord's Agent Mariah Thomas and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall continue subject to the conditions set out in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 5, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on December 10, 2025. The notice of termination contains the following allegations: that on November 24, 2025 the Tenant refused access to the rental unit, which required the Landlord to call police to obtain access, and that when the Landlord was able to complete an inspection they found an accumulation of waste and debris in the yard including a trailer filled with construction waste, discarded mattress. Scape wood, tires and crates.

4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlord's Agent Mariah Thomas testified at the hearing, she is a property manager for the rental unit. She testified that the rental unit suffered from an accumulation of items in the driveway and yard including, waste, tools, dog feces, and other debris. She testified that she could not recall if the state of the unit came to her attention through maintenance staff or complaints from neighbours.
6. She relied on photographs in support of her testimony which were taken on November 24, 2025, depicting construction materials, tires, garden items, a mattress, a trailer full of garbage, appliances and pieces of scrap and loose pieces of wood among other debris.
7. She testified that the Tenant did not void the N5 Notice of Termination as photographs taken on December 22, 2025 depict that there is still some garbage and debris present in the yard including tires, waste, scrap material and other debris.
8. The Tenant did not dispute that there had been an accumulation of waste and debris in the yard and driveway, some of which still remains. She testified that she had a friend living in the unit briefly who had destroyed the garage, and caused the debris, she also testified that a friend was supposed to remove the trailer full of debris and did not do so.
9. As it is undisputed that there was excessive waste and debris in the yard and driveway, and this was not corrected during the 7 day voiding period I am satisfied that the Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

11. 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.
12. The Landlord's witness testified that she attended the property again on the date of the hearing at 8:30am, she testified that the condition of the yard was much better with most items removed, however there were still some items in the driveway, she also relied on photographs from February 4, 2026 which depict some debris poking out from a snowbank and testified that there are still some bins and other items beside the garage and other assorted debris remaining and the unit continues to be an eyesore.
13. The Landlord sought termination of the tenancy.

14. The Tenant testified that she had cleaned up the unit over the past month including by chiselling some items out of the snow. She testified that she is now waiting for the snow to melt so she can remove the rest of the debris.
15. The Tenant sought a dismissal or conditional order and testified that she lives with PTSD after being the victim of a serious crime, and she feels safe in the rental unit where she has lived since June 30, 2022. She testified that she is an Ontario Disability Support Program recipient and does not have a robust support program.
16. In consideration of the Tenant's circumstances and the steps the Tenant has taken to clean the debris from the unit I am satisfied that a conditional order is appropriate. I accept that the Tenant's attempts to clean have been frustrated by the snow, and note that despite this significant progress has been made. I also note that eviction is viewed as a measure of last resort and find that it is appropriate to allow the Tenant an opportunity to preserve the tenancy.

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 April 30, 2026 the Tenant shall remove all of the debris and waste identified on the Landlord's N5 Notice of Termination from the rental unit. The Tenant shall also ensure that the rental unit remains free of waste and debris for a period of one year from May 1, 2026 to April 30, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
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 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 10, 2026 at 4.00% annually on the balance outstanding.

February 26, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

