Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-098320-25

In the matter of:	208, 99 DOWLING AVE TORONTO ON M6K3A2	
Between:	MetCap Living Management Inc.	Landlord
	And	
	MARIA DELORES FARRUGIA (OFFICE OF THE PUBLIC GUARDIAN)	Tenant

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict MARIA DELORES FARRUGIA (OFFICE OF THE PUBLIC GUARDIAN) (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 24, 2026. The Landlord's Agent, F. Jano, the Landlord's Legal Representative, L. Volney, and an Articling student representing the Tenant, A. Speranza, attended the hearing.

Preliminary Issue:

The Office of the Public Guardian and Trustee (PGT) has been the guardian of property for the Tenant since July 12, 2010. They argued that the Tenant was not served with a copy of the notice of termination although they agreed it was sent to them via email as indicated in the Landlord's Certificate of Service. They argued there was no consent to service by email.

The Landlord responded that on September 18, 2025, they received a letter from the PGT requesting that all documents or notices regarding the tenancy must be served on the PGT because the Tenant lacks capacity.

Based on the submissions, I am satisfied that the Landlord properly served the notice of termination on the PGT, who stands in the Tenant's place. The notice was successfully brought to their attention via email, but in the future, the Landlord may utilize other methods of service.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, a conditional order is appropriate in the circumstance.

2. The Tenant is in possession of the rental unit.

3. On October 7, 2025, the Landlord gave the Tenant a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of October 28, 2025. The Landlord alleged in the notice that following inspections of the rental unit on August 19, 2025, and on prior dates, they observed that the Tenant's extended absence from the rental unit caused the unit to deteriorate and is in poor condition due to the accumulation of personal belongings and debris.

4. The Landlord, who described the unit as cluttered, attached pictures to the N5 notice which showed stacks of paper and at least four plastic bags full of items on the floor; an unkempt washroom with droppings from a damaged ceiling; an unmade bed with items stored on it; and tables piled with books and other items.

5. The Landlord's Agent, FJ testified that following the inspection on August 19, 2025, they inspected the rental unit again on November 21, 2025, and found it in the same condition. On October 7, 2025, later changed to October 15, 2025, FJ received a call from the PGT regarding the cleaning of the unit and their contractors inspected the unit on November 5, 2025. On December 12, 2025, the rental unit underwent cleaning through the arrangement coordinated by the PGT.

6. The PGT stated that the rental unit is the Tenant's primary residence and the Landlord's concerns were sufficiently addressed. Following receipt of the N5 notice, they sought to hire a company to clean the rental unit on October 9, 2025, but due to scheduling difficulties, it was done on December 12, 2025.

7. The PGT has had difficulty communicating with the Tenant who often neglects to answer the phone and has mobility issues and other disabilities. The PGT is currently unsure how to proceed with the Tenant's belongings, which are stacked in the living / bedroom of the rental unit

8. A picture of the unit with the Tenant's packed up belongings was presented as evidence at the hearing.

9. Section 64(3) of the Residential Tenancies Act, 2006 ('the Act') provides that a first N5 is voided if the Tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission complained about. In this case, the 7-day voiding period ran from October 8, 2025, to October 14, 2025.

10. In order to succeed in this application, the Landlord must prove that the Tenant within the voiding period, failed to return the rental unit to an ordinary state of cleanliness. Although no

inspection was conducted immediately after the voiding period, I am satisfied from the evidence that the rental unit remained in the same poor condition from August 19, 2025.

11. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 64(3) of the Act. The Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant by leaving the rental unit in an untidy state.

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

13. The Landlord collected a rent deposit of $880.60 from the Tenant and this deposit is still being held by the Landlord.

Relief from Eviction

14. The Tenant has resided in the rental unit since 2012 and is a vulnerable person who has had the PGT making decisions regarding her property for over fifteen years. Given that the PGT had the rental unit cleaned, and the outstanding issue is the hazardous stacking of the Tenant's belongings, an opportunity will be given to the Tenant to rectify the situation.

15. 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.

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 March 31, 2026, the Tenant shall significantly reduce the height of the stacked items in the living room/bedroom by organizing them in the rental unit. The Tenant shall:

   a. properly place the mattress in the room as opposed to it leaning against the wall,

   b. store clothing and related items in the closet unless the closet is undergoing repairs. In that case, they must be bagged and stored properly in other areas until the repairs are completed,

   c. keep the fan, lamp, and cleaning brushes in their rightful places and use each room for its intended purpose,

   d. keep tables and chairs devoid of belongings except they are decorative in nature,

   e. donate or dispose of all unwanted or extraneous items, to keep the rental unit free of clutter,

   f. all other items not covered in a – e above must be stacked neatly, no higher than three feet tall in a corner, and out of the way

3. The Landlord may inspect the rental unit after March 31, 2026, to determine if the Tenant has complied with the conditions set out in paragraph 2. The Landlord must first serve a notice of entry at least 24 hours in advance.
4. If the Tenant complies with the conditions set out in paragraph 2 above, the Tenant must maintain the rental unit in a state of ordinary cleanliness for a further one-year period starting on April 1, 2026, and continuing to March 31, 2027.
5. 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 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.
6. The Tenant shall pay to the Landlord $186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 18, 2026, at 4.00% annually on the balance outstanding.

March 6, 2026
Date Issued

Jitewa Edu
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.