



Order under Section 69 Residential Tenancies Act, 2006

Citation: 668308 ONTARIO LIMITED v SETO, 2026 ONLTB 18974

Date: 2026-03-02

File Number: LTB-L-070709-25

In the matter of: 306, 433 JARVIS ST
TORONTO ON M4Y2G9

Between: 668308 ONTARIO LIMITED Landlord

And

BAILY SETO Tenant

668308 ONTARIO LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict BAILY SETO (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 December 15, 2025.

The Landlord's legal representative Carrie Aylwin, the Landlord's agent Justin Perkell (JP), the Landlord's witnesses Nicole Jimeno (NJ) Resident Coordinator, Heather Butt and Naliyah Chinapa and the Tenant attended the hearing.

Determinations:

Preliminary issue – service of N5 notice

1. The Tenant raised issue with respect of service of the N5 notice, specifically suggesting that while the Landlord submitted in evidence that they served the Tenant the notice by mail on August 7, 2025, there was a mail strike which may have contributed to her receiving her notice on or about August 25, 2025. Therefore, the N5 not providing her sufficient 20 days notice as required pursuant to the *Act*.

2. In review of the Canada Post website, the timeline of any strike activity in respect of CUPW which impacted postal operations commencing September 25, 2025 where it was outlined that normal mail service resumed on December 5, 2025 with minor delay.
3. The post marked envelope as submitted into evidence by the Tenant indicated the following stamp information; "2508111248." I am satisfied that the post mark indicates that the mail was processed on August 11, 2025 and not August 25, 2025 as suggested by the Tenant. The first two digits representing the year.
4. Further, the Landlord's legal representative's assistant Naliyah Chinapa testified that as indicated on the Certificate of Service (COS) filed with the LTB, that the N5 notice was mailed on August 7, 2025.
5. Section 191 of the Act states: *How Notice or document given*

191 (1) A notice or document is sufficiently given to a person other than the Board,

(a) by handing it to the person;

(b) if the person is a landlord, by handing it to an employee of the landlord exercising authority in respect of the residential complex to which the notice or document relates;

(c) if the person is a tenant, subtenant or occupant, by handing it to an apparently adult person in the rental unit;

(d) by leaving it in the mail box where mail is ordinarily delivered to the person;

(e) if there is no mail box, by leaving it at the place where mail is ordinarily delivered to the person;

(f) by sending it by mail to the last known address where the person resides or carries on business; or

(g) by any other means allowed in the Rules.
6. Given the evidence before me, I was satisfied that service has been affected as per the Board rules and the Notice was deemed to have been delivered on August 12, 2025 as outlined below.

L2 Application

7. 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. However, given the remedial intent of the *Act*, the tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below in this order.
8. The Tenant was in possession of the rental unit on the date the application was filed.

9. On August 7, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on August 12, 2025 the notice of termination contains the following allegations:

1. February 14, 2025 Warning Letter

"On or about February 14, 2025, the Tenant was sent a warning letter regarding their unit being in a state of excess clutter and beyond ordinary cleanliness. The letter reminded the Tenant to clean and maintain their unit. It outlined that should the Tenant fail to comply with their obligations, the Landlord will begin legal proceedings against them.

2. June 13, 2025 Inspection (approx. 3:50 p.m.)

During an inspection, the Landlord found the unit in a state of excess clutter and beyond ordinary cleanliness. Observations included:

a. Hallway

- *Stacks of bags, cardboard boxes, personal items, and other garbage on both sides of the hallway.*
- *Limited egress with interior doors blocked.*

b. Kitchen

- *Exceedingly large pile of bags, boxes, clothes, personal items, and garbage approximately **4–6 ft high**, blocking entry into the kitchen nook.*
- *Plastic bin overflowing on top of a small table.*
- *Plastic drawer units filled with various items.*
- *Counter and shelves overloaded with paperwork, folders, stationery, utensils.*

c. Bedroom

- *Large piles of bags, boxes, clothing, personal items, and garbage covering the floor and obstructing walking paths; piles approx. **4–6 ft high**.*
- *Items piled haphazardly on furniture, bed, and floor, posing a fire hazard and blocking safe entry/exit.*

d. Main Living Area

- *Large volumes of boxes, bins, bags, personal items, clothing, and household items covering the entire floor; piles approx. **4–6 ft high**.*
- *Boxes and bins overflowing with assorted contents including electronics and household items.*
- *Furniture (chairs, couches, shelving units, tables) covered or surrounded by items and garbage, rendering them unusable.*

e. Limited Egress

- *Limited means of egress in and out of the unit, posing a fire and safety hazard.*

f. Safety Concerns

- *Clutter blocking or encroaching on radiators, ventilation, and electrical outlets.*
- *Landlord's agent unable to move freely due to clutter throughout the unit.*

Clutter level assessment: *Appears to meet or exceed Level 4 on the International OCD Foundation Hoarding Center Clutter Image Rating Scale."*

10. The Tenant did not stop the conduct or activity correct the omission within seven days after receiving the N5 notice of termination. The photos as evidenced from the inspection of August 20, 2025 demonstrate that the Tenant is storing clothing in the bathroom, that egress and passages within the unit are obstructed on both sides by bagged items, some stacked in piles, that the kitchen counter is entirely covered with miscellaneous items and that windows are blocked by stacked boxes and bins almost reaching the height of the ceiling. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Landlord's Evidence

11. The Landlord's witness Justin Perkell ('JP') testified that he is employed by the Landlord as the property manager, the complex consists of 144 rental units. He stated that he has had conversations with the Tenant for three years, has suggested social services to assist the Tenant with her hoarding and clutter and that as the Tenant was not responding in a receptive way in that conditions of the rental unit had worsened overtime, the Landlord issued the Tenant a warning letter dated February 14, 2025.
12. The letter as evidenced on page 4 of the Landlord's evidence brief DOC-6897342 outlined that during the recent visit to the rental unit it was noted that "*your unit is cluttered, and we advise you to clean and sanitize your unit.*" The letter also outlined that the conditions posed a health hazard for both the Tenant and the neighbouring units and that the Tenant is responsible for maintaining the rental unit in a state of ordinary cleanliness as per section 33 of the Act and that a follow-up inspection would occurring.
13. JP further testified that the rental unit was again inspected on June 13, 2025, that the conditions found precluded the entry into the dinning room by excessive miscellaneous items and furniture, the room is shown in photos as completely unusable.
14. That on August 19, 2025 the Landlord's Resident Coordinator Nicole Jimeno (NJ) attempted entry during the N5 voiding period however that the Tenant refused entry. Therefore, the inspection could only proceed on August 20, 2025 and that the conditions of the unit appeared to be about the same as witnessed on June 13, 2025 in that the dinning area remained blocked off to usual use of the room.
15. JP testified that the Landlord received an emergency plumbing call from unit #206 on November 25, 2025 and as a result required entry into the Tenant's unit to snake the kitchen sink pipes. That he was unable to perform the emergency repair as he could not access the Teant's unit to perform the required plumbing tasks. Video as evidenced in DOC-6897351 confirmed what was testified to, that is – there is no clear passage to enter

the unit, the kitchen counters and sink are completely full and the kitchen floor has bags and boxes piled up prohibiting access to the kitchen sink.

16. It was submitted that the evidence suggests that the Tenant has continued to bring more items into the rental unit since the last inspection and that the conditions are such that the Landlord is not in a position to respond to any emergencies, where arising.

Tenant's Evidence

17. The Tenant submitted that she has suffered from long COVID since early 2020, resulting in fatigue, weakness, respiratory issues, and other chronic symptoms which make the task of cleaning or decluttering slow and difficult. However, she does not dispute that the unit needs to be decluttered and stated that she *"needs to tidy up."*
18. That in February 2025 Nicole Jimeno (NJ) and another employee of the Landlord conducted an inspection of the rental unit during which the Tenant explained that decluttering would take time due to health. And while she was advised that she would receive a letter, one was never provided. Inclusive of any other documentation from multiple follow-up inspections of the rental unit that she says occurred in April and May 2025.
19. The Tenant suspects that the true motive for the Landlord seeking her eviction is because she pays lower rent, that other comparable units # 506 and #706 are renting for \$1,750.00 to \$2,000.00 and given her tenure, her rent is below market value.
20. The Tenant further suspects that the plumbing emergency of November 25, 2025 was staged in an effort to collect evidence for the hearing.

Reasons and Analysis

21. Subsection 64(1) of the Act provides that a landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.
22. Although the Tenant said that she has been working on reducing the clutter inside her unit, suggesting the unit has 40% less clutter than when initially inspected, the Landlord's testimony and photos as evidenced from November 2025 show that the clutter leading into the rental unit and kitchen has only increased.
23. The photos and testimony prove, on a balance of probabilities, that there is extensive clutter inside the Tenant's rental unit, so much so that she participated in the hearing from the bathroom. This suggesting that there was no place comfortable to sit otherwise. It appears that since the issuance of the N5 notice, the conditions may have improved somewhat as evidenced from photos of August 20, 2025, however, have since deteriorated as evidenced from November 25, 2025.

24. This clutter is a substantial interference to other occupants in the residential complex and the Tenants actions continued to impact the lawful right, privilege or interest of the Landlord. I say this as the conditions as created by the Tenant impact the Landlords ability to conduct pest control treatments, the actions may create conditions for the presence of pest issues and most importantly, the unit is a safety and fire hazard for the Tenant and other occupants. As testified to by JP, the Landlord is very concerned that in a case of any emergency they may be precluded from access to the Tenant's rental unit which could have dire consequences.

Daily compensation

25. The Tenant was required to pay the Landlord \$4,366.96 in daily compensation for use and occupation of the rental unit for the period from September 3, 2025 to December 15, 2025, less all amounts paid.

26. Based on the monthly rent, the daily compensation is \$41.99. This amount is calculated as follows: \$1,277.19 x 12, divided by 365 days.

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

Relief from eviction

28. The Landlord seeks a termination of tenancy; they do not believe that the Tenant is able to comply with any conditions if it were that the Board would exercise their discretion and preserve the tenancy on this basis.

29. The Tenant has resided in the rental unit since August 1, 1996, a total of over 29 years and submits that it would be very difficult to find elsewhere to live given that her rent is \$1,277.19. The Tenant understands that she needs to clean up and declutter and asked that the Board provide her with time to at least May 31, 2026 to complete the required tasks and bring the unit into a state of ordinary cleanliness.

30. 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.

31. In arriving at my determination, I have considered that this is a 29 year plus tenancy and while the Landlord submits that the issuance of the N5 notice is in response to a long standing issue, there was no evidence adduced to suggest that the parties had been before the Board prior on any such or comparable issues or evidence to support the many warnings which were submitted to have been given for any period prior to 2025.

32. The Tenant has been provided another chance to preserve her tenancy, should she not comply with the conditions as outlined below, the Landlord may seek an eviction pursuant to section 78 of the *Residential Tenancies Act, 2006*.

33. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall bring her rental unit into compliance with fire, safety, property and other relevant standards by April 15, 2026. Specifically, the Tenant shall:
 - a) clear an unobstructed pathway in the rental unit from the main entry door and extending to all rooms, any exits and windows to a width of approximately 4 feet;
 - b) ensure there are no tripping hazards in the pathways;
 - c) ensure any stacked items do not exceed a height of approximately 4 feet;
 - d) ensure that clutter in the rental unit must be at most a level 3 on the Clutter Image Rating as provided by the Landlord;
 - e) ensure items are not to be on or within approximately 4 feet of heating sources;
 - f) ensure that passageways and exit opening must be accessible and clear of clutter, at most a level 2 on the Clutter Image Rating.
3. Commencing April 15, 2026, the Tenant shall maintain the rental unit in compliance with fire, safety, property and other relevant standards in accordance with paragraph 2 for a period of 18 months from the date of this order.
4. Upon proper notice from the Landlord, the Tenant shall permit a follow up unit inspection three months from April 15, 2026.
5. Upon proper notice from the Landlord, the Tenant shall also permit a follow up inspection six months from April 15, 2026.
6. If the Tenant fails to comply with the conditions set out in paragraphs 2 through 5 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.
7. The Tenant shall pay to the Landlord \$4,366.96, which represents compensation for the use of the unit from September 3, 2025 to December 15, 2025, less all amounts paid.
8. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

9. If the Tenant does not pay the Landlord the full amount owing on or before March 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Alicia Johnson
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 14, 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.