



Order under Sections 69 and 89 Residential Tenancies Act, 2006

File Number: LTB-L-081625-25

In the matter of: 705, 45 DRIFTWOOD AVE
NORTH YORK ON M3N2M4

Between: Terrace Woods Landlord

And

Tillock Basant Tenant

Terrace Woods (the 'Landlord') applied for an order to terminate the tenancy and evict Tillock Basant (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 willfully or negligently caused damage to the premises.

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 willfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on January 22, 2026.

The Landlord's Agent, Jane Seale, and the Tenant attended the hearing.

Procedural History:

1. The Landlord's application was originally scheduled to be heard on December 17, 2025.
2. The matter was adjourned on December 17, 2025, at the Tenant's behest, as it appears from the interim order LTB-L-081625-25-IN, dated December 23, 2025.

Determinations:

3. As explained below, the Landlord has partially proven, on a balance of probabilities, the grounds for termination of the tenancy. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out within this order.
4. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

5. On September 18, 2025, the Landlord gave the Tenant an N5 Notice of Termination, with a termination date of October 15, 2025 (hereafter referred to as the 'N5 Notice'), as they alleged that the Tenant:
 - substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. An inspection of the rental unit conducted on May 28, 2025, revealed extreme levels of clutter within the rental unit and the Tenant's failure to maintain the rental unit in an ordinary state of cleanliness, along with the Tenant storing their personal belonging in communal areas of the residential complex,
 - willfully or negligently caused damage to the premises by causing damage to the door of the rental unit on August 30, 2025, which led to the Landlord incurring costs of \$2,049.53,
 - willfully or negligently caused damage to the premises, more specifically the flooring, the cabinets, and the tiles, which would lead the Landlord to incur expenses of \$17,8000.00.

*Substantial interference**a) Landlord's Evidence*

6. The Landlord's Agent, Jane Seale (hereafter referred to as 'J.S') testified that they have been managing the residential complex on behalf of the Landlord for twelve (12) years. They described the residential complex as being comprised of one hundred and thirty residential units.
7. J.S indicated that the Tenant has been residing in the rental unit for twelve (12) years and that there have been ongoing housekeeping issues and concerns involving the Tenant throughout the course of the tenancy.
8. J.S stated that the Tenant has large amounts of clutter within the rental unit (that reach up to the ceiling) and that Tenant has also been placing their personal belongings in communal areas of the residential complex, such as the hallway, as it appears from a copy of the pictures of the rental unit taken by J.S during the May 28, 2025, inspection of the rental unit (DOC-6951912; Exhibit 1, *in bundle*)
9. J.S indicated that the extensive amounts of belongings and clutter scattered throughout the rental unit impeded the Landlord from conducting maintenance and repairs, as it appears

from a copy of the invoice #15586 from *Expert Plumbing and Drains*, dated November 6, 2025 (DOC-6964328, Exhibit 2).

10. Following the service of the N5 Notice, J.S conducted a follow-up inspection of the rental unit. They submit that there were no material changes to the state of the rental unit and that the Tenant continued to leave some of their personal belongings in the hallway of the residential complex, which led to the spreading of cockroach infestation, as it appears from a copy of the pictures of the rental unit and hallway taken by J.S on September 29, 2025 (DOC-6952329; Exhibit 3, *in bundle*).
11. J.S indicated that the Landlord has offered assistance to the Tenant which the Tenant had originally agreed to. While the Landlord would remove some of the Tenant's designated belongings at the Tenant's request, the Tenant would then proceed in reclaiming these same items and returning them to the rental unit.
12. J.S stated that the Landlord had also contacted City officials and the Fire Department in order to provide the Tenant with additional resources, both prior to and following the service of the N5 Notice, but notes that the Tenant refused any further assistance.
13. J.S indicated that they conducted further inspections of the rental unit on December 29, 2025, and January 20, 2026. They note that despite being in attendance during the May 2, 2025, and September 29, 2025, and the service of the N5 Notice, along the direction provided in the interim order LTB-L-081625-25-IN, dated December 23, 2025, the Tenant has continued to place their personal belongings in the hallway of the residential complex and has failed to reduce the level of clutter and return the rental unit in an ordinary state of cleanliness, as it appears from a copy of the pictures of the rental unit taken by J.S on December 29, 2025, and January 20, 2026 (DOC-7065347 and DOC-7191063; Exhibit 4, *in bundle*).

b) Tenant's Evidence

14. The Tenant testified that they collect vinyl records and recognized that they have a large amount of belongings in the rental unit.
15. The Tenant agreed that they had placed some of the belongings in the hallway of the rental unit, but claimed that any such items had since been removed from the communal areas of the residential complex.
16. The Tenant indicated that they are working on packing some of their belongings, and while they acknowledged that they were "a bit messy" they expressed confidence in their ability to return the rental unit into an ordinary state of cleanliness.
17. The Tenant stated that they have two (2) storage rooms which they are using to store their excess belongings and vinyl records. They are trying to secure a third storage space to continue reducing the amount of items located within the rental unit.
18. The Tenant indicated that they are looking to not only reduce the clutter in the rental unit, but to completely eliminate it. They estimate that they would be able to do so by June 30, 2026, but said that the impacts of their neuropathy diagnostic and financial difficulties have

reduced the pace at which they had previously hoped to complete the transfer of their belongings.

19. The Tenant agrees that they have not requested any further assistance from of the Landlord as they reiterated their intent to return the rental unit to an ordinary state of cleanliness.

c) Analysis

20. On the basis of the evidence and submissions before me, I am satisfied, on a balance of probabilities that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.¹
21. Indeed, the multiple inspections conducted by the Landlord both prior to the service of the N5 Notice and following the service of the N5 Notice depict the state of the rental unit as one being extremely cluttered, with items overflowing throughout the entirety of the rental unit, to the point that the Tenant themselves recognized that they had difficulties walking within the rental unit (Exhibits 1, 3, and 4).
22. While the Tenant claims that they took steps to pack some of their belongings and reduce the amount of clutter in their rental unit, I do not find that such steps, if taken, led to a material difference in the state of the rental unit. As such, the Tenant did not stop the conduct or activity within seven days after receiving the N5 Notice. Therefore, the Tenant did not void the N5 Notice.²
23. The extensive amount of belongings scattered throughout the rental pose a risk to not only the Tenant, but to other tenants of the residential complex and to the Landlord's staff, as some of their belongings rest directly next to radiators, which unduly increases the risks of fire. The overflowing items placed in the common areas of the residential complex, in addition to facilitating the spread of pests throughout the residential complex, also poses a risk to other tenants of the residential complex, as they may impede means of egress.³
24. Furthermore, I find that the rental unit, in its current state, would impede the Landlord's ability to conduct any meaningful inspection⁴ and address any disrepair (Exhibit 2).⁵

¹ Subsection 64(1) of the *Residential Tenancies Act, 2006*.

² Subsection 64(3) of the *Residential Tenancies Act, 2006*.

³ Subsection 2.7.1.7(1) of the *Ontario Regulation 213/07*.

⁴ Subsection 27(4) of the *Residential Tenancies Act, 2006*.

⁵ Section 64(3) of the *Residential Tenancies Act, 2006*.

Wilful or Negligent Damage*a) Landlord's Evidence*

25. J.S stated that they noticed that the door of the rental unit was damaged on August 30, 2025, as the door was no longer within its frame, as it appears from the pictures of the door of the rental unit taken by J.S on August 30, 2025 (DOC-6964542, pages 1 and 2 of 6; Exhibit 5, *in bundle*).
26. J.S indicated that a police investigation took place, as there were concerns that an individual had attempted to unlawfully enter the rental unit. The investigation concluded with the determination that it was likely that the Tenant had "kicked in [their] own door," as it appears from the message provided to the Landlord by Constable Wilson on September 1, 2025 (DOC-6964542, page 4 of 6; Exhibit 6).
27. The J.S stated that they were required to change the entire door of the rental unit, and incurred costs of \$1,799.53 in order to do so, as it appears from a copy of the invoice #181409 from Trimark Maintenance dated September 9, 2025 (DOC-6964542, page 6 of 6; Exhibit 7).
28. J.S indicated that the inspection of the rental unit conducted on May 28, 2025, revealed that the flooring of the rental unit and the cabinets located in the kitchen were also damaged (Exhibit 1) and that the Tenant failed to repair any such damage pursuant to the subsequent inspections Exhibit 3).
29. The Landlord estimates that they will incur costs of \$17,765.00 to repair the damages to the walls and interior doors of the rental unit, the flooring and kitchen, as it appears from a copy of the quote dated September 8, 2025, from *Queensway Construction Ltd* (DOC-7205552; Exhibit 8).

b) Tenant's Evidence

30. The Tenant submits that the impact of their neuropathy, along with their age and reduced strength, would prevent them from breaking or damaging the door of the rental unit. They are of the position that someone unknown to them attempted to break and enter into the rental unit.
31. The Tenant also disputes the extent of the damages claimed by the Landlord and submits that their limited financial resources would prevent them from being able to pay such amounts.

c) Analysis

32. While the Act does not define "undue damage" it is interpreted as damage that is beyond what is reasonably expected normal wear and tear. Undue damage is therefore physical damage to a unit that is excessive or unnecessary.
33. On the basis of the evidence and submissions before me, I am not satisfied – on a balance of probabilities – that the Tenant, another occupant of the rental unit or a person whom the

Tenant permitted in the residential complex willfully or negligently caused undue damage to the rental unit by damaging the front door of the rental unit.⁶

34. Indeed, while it is not in dispute that the front door of the rental unit was damaged on or around August 30, 2025, I am not satisfied that the Tenant caused or permitted the damage.
35. Although the Landlord pointed to a message related to the Constable investigating the damage (Exhibit 6), I note that the message in question is actually an internal communication between the Landlord's staff and a summarized version of a conversation had between the aforementioned constable and an employee of the Landlord.
36. I do not find that a summarized retelling of a hypothesis to be reliable⁷ under the circumstances.
37. The simple fact that the Tenant occupies the rental unit is not synonymous with the Tenant being careless, or intentionally and deliberately damaging the door of the rental unit (or permitting the door of the rental unit to be damaged).
38. As the Landlord limited their submissions to general accusatory statements that were not corroborated by any credible or reliable supporting evidence or details as to the cause of the damage to the front door, I find that the Landlord failed to meet the burden of proof to establish their claim.
39. Furthermore, on the basis of the evidence and submissions before me, I am not satisfied – on a balance of probabilities – that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex willfully or negligently caused undue damage to the flooring, kitchen cabinetry, and appliance of the rental unit.
40. Indeed, the testimony and submissions provided by the Landlord in this regard were vague, and the corresponding documentary evidence does not permit to conclude that the aforementioned mentioned items were physically damaged in a way that is unnecessary and excessive and therefore needing to be replaced, as opposed to being in a general state of uncleanness. For example, the Landlord relies on a number of pictures (Exhibit 1; pages 17, 28 and 29) to try to substantiate their claim that the flooring was damaged, yet the documentary evidence submitted barely shows an equivalent of one tile, and rather than physical damage, it appears as though there is an accumulation of waste or debris. Similarly, while some of the doors of the kitchen cabinets appear to be partially off of their hinges, it is unclear as to why the Landlord would need to demolish and replace (Exhibit 8) the entire cabinetry Exhibit 1; pages 27, 32 and 33) as opposed to mitigating their damages⁸ and repairing the existing fixtures.
41. With the level of clutter currently in the rental unit, it appears as though that the Landlord's claim for damages is premature as the corresponding evidence submitted does not substantiate such a claim. I find that the Landlord failed to meet their burden of proof.

⁶ Subsection 62(1) of the *Residential Tenancies Act*, 2006.

⁷ *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083.

⁸ Section 16 of the *Residential Tenancies Act*, 2006.

Compensation

42. As stated above⁹, the Landlord has not proven that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex willfully or negligently caused undue damage to the rental unit or residential complex.¹⁰ Accordingly, their request for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs to replace undue damage to property is denied.
43. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs, as they have, however, established that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

Relief From Eviction

44. The Landlord sought the termination of the tenancy due to the Tenant's failure to return the rental unit in an ordinary state of cleanliness and failure to reduce the level of clutter in the rental unit, despite the Landlord's offers to assist the Tenant in doing so. They were amenable to postponing the eviction to February 28, 2026.
45. The Tenant stated that they are elderly (69 years old) and have been residing in the rental unit since 1990.
46. The Tenant estimates their monthly revenue to be around \$1,799.00. Although they have not yet started searching for alternate housing accommodations, they expect that they would encounter difficulties in doing so in light of their current financial situation and medical situation.
47. The Tenant sought to continue the tenancy and reiterated their intent to work with the Landlord in order to return the rental unit in an ordinary state of cleanliness.
48. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the Tenant's age, the length of the tenancy, the willingness shown by the Tenant to return the rental unit in an ordinary state of cleanliness, and the support offered by the Landlord to the Tenant, 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.
49. Indeed, during the hearing, the Tenant seemed to show a genuine understanding of the steps needed to be taken to ensure their unit is brought into compliance and was adamant that they would be able to do so if they were provided additional time.
50. Although the Tenant was seeking a delay of over five (5) months from the date of the hearing to bring the rental unit into compliance, I find that such a delay would be excessive. Indeed, the Tenant recognized that they were previously before the Board with respect to a separate application regarding similar claims a decade ago, and has been aware of the concerns regarding the level of clutter in the rental unit – with respect to these current proceedings –

⁹ Order LTB-L-081625-25, issued on March 4, 2026, paragraphs 32 to 41.

¹⁰ Section 89 of the *Residential Tenancies Act, 2006*.

since September 18, 2025, and has had multiple inspections of the rental unit conducted both prior to and since the service of the N5 Notice, in addition to being reminded of their obligations¹¹. I am also mindful of the fact the rental unit – in its current state - represents a risk to not only the Tenant, their occupants and guests, but also the remainder of the residential complex.

51. Accordingly, the Tenant shall have until May 31, 2026, to bring the rental unit into compliance. This delay would allow the Tenant additional time to secure another storage space, and seek assistance by the various support programs recommended by the Landlord, in order to ensure that the rental unit is fit and safe for their habitation.
52. Although the Tenant referenced a medical condition (neuropathy) that they submit would hinder their ability to expeditiously reduce the level of clutter in the rental unit, they did not submit medical notes for the Board to consider; nor did they specify an adequate description of the diagnosis or clarify the effect of any such diagnosis on their ability to reduce the level of clutter and return the rental unit in an ordinary state of cleanliness; or when - in the opinion of a medical professional - the Tenant would be able to do so.¹² I therefore do not find it appropriate to grant the Tenant an extension beyond May 31, 2026.
53. While this is not the Landlord's preferred outcome, their prejudice is reduced by the present order, as they would be able to seek the termination of the tenancy if the Tenant fails to abide by the conditions set-out in this order.

It is ordered that:

1. The interim order LTB-L-081625-25-IN, dated December 23, 2025, is cancelled.
2. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
3. On or before March 31, 2026, the Tenant shall remove all of their personal belongings located in the common areas of the residential complex, such as but not limited to, the hallways and corridors. For greater clarity, the Tenant must ensure that all of their personal belongings remain exclusively within the rental unit.
4. From April 1, 2026, and continuing through May 31, 2028, the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex shall not substantially interfere with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. Specifically, the Tenant shall refrain from placing their personal belongings in the common areas of the residential complex, such as but not limited to, the hallways and corridors.
5. On or before May 31, 2026, the Tenant shall restore the rental unit to an ordinary state of cleanliness, and shall not permit the amount of possessions throughout the rental unit to rise to a clutter level of 4 or more. *For reference, see Schedule 1 of the Clutter Scale.*

¹¹ Interim order LTB-L-081625-25-IN, dated December 23, 2025.

¹² *Wang v. Oloo*, 2023 ONSC 1028.

6. From June 1, 2026, and continuing through May 31, 2028, the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex shall not substantially interfere with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. Specifically:
- the Tenant shall maintain the rental unit in an ordinary state of cleanliness,
 - the Tenant shall not permit the amount of possessions throughout the rental unit to rise to a clutter level of 4 or more. *For reference, see Schedule 1 of the Clutter Scale,*
 - the Tenant shall provide and maintain sufficient clearance and working space of not less than one (1) metre from all electrical and gas appliances, such as cooking and heating devices, including baseboard heaters and radiators. The Tenant shall also permit ready and safe operation and maintenance of such equipment. Clearance is measured from the outer surface of the combustible material to the nearest point on the surface of the appliance/equipment/device,
 - the Tenant shall provide and maintain pathways, hallways and corridors free of obstructions, affording a clear width of not less than one (1) metre to allow for safe means of egress.
7. If the Tenant fails to comply with the conditions set out in paragraphs 3, 4, 5 and 6, of this order, the Landlord may, within thirty (30) days of such a breach and without further notice to the Tenant, apply to the Board under section 78 of the *Residential Tenancies Act, 2006* for an order terminating the tenancy and evicting the Tenant.
8. The Tenant shall allow the Landlord, at the Landlord's reasonable discretion, to conduct inspections of the rental unit, for the purposes of determining ongoing compliance with this order. The Tenant shall allow the Landlord access to the rental unit upon being provided with a proper twenty-four (24) hours' notice of entry, in accordance with the *Residential Tenancies Act, 2006*¹³. *[As the Landlord's lack of access to the rental unit was not a claim subject to terminating the tenancy pursuant to the N5 Notice of Termination, paragraph 8 is purposely excluded from paragraph 7 of this order.]*
9. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
10. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.

March 4, 2026
Date Issued

Alexandre Traboulsi
Member, Landlord and Tenant Board

¹³ Section 27 of the *Residential Tenancies Act, 2006*.

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.

**Schedule 1
CLUTTER SCALE**

a) Kitchen:

b) Bedroom:

c) Living Room: