



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-008095-26

In the matter of: 605, 3455 GLEN ERIN DR
MISSISSAUGA ON L5L2G2

Between: DAVPART INC Landlord

And

NEIL DREW SAUDER Tenant

DAVPART INC (the 'Landlord') applied for an order to terminate the tenancy and evict NEIL DREW SAUDER (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.

Only the Landlord's Legal Representative Eric Steiman attended the hearing.

As of 4:18 p.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.

Determinations:

- 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.
- The Tenant was in possession of the rental unit on the date the application was filed.
- N5 Notice of Termination- Substantial interference

On January 20, 2026, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on January 20, 2026, with a termination date of February 12, 2026. The notice of termination contains the following allegations:

- The Landlord's witness Xenia Pallado testified that on or about December 5, 2025, a letter was sent to the Tenant regarding a strong odor coming from the rental unit and could be smelled down the hallway. The letter advised that the Landlord would be conducting a unit inspection.
 - On or about December 16, 2025, Ms. Pallado testified that the Landlord conducted an inspection on the Tenants rental unit. Upon entry, it was noted that the unit was in a state of uncleanliness and excessive clutter, this included personal belongings, discarded garbage, cardboard and combustible material which were observed to be piled near the ceiling height.
 - On or about December 23, 2025, the City of Mississauga Fire Department conducted an inspection on the Tenant's rental unit. They found the rental unit to be in violation of the Fire Protection and Prevention Act. The Fire Department noted that items in the main living area were piled above 6 feet in areas with no clear navigable path through the rental unit living space. It was observed that the front entry way was obstructed by a motorized scooter was being plugged in and charge, this obstructed the path to the exit door and also limits the door from swinging fully. Lastly, the mobility scooter in the front entry prevents clear access to exit and hinders access to the balcony area. As the scooter has a lithium-ion battery which also presents a hazard.
 - On or about January 2, 2026, the City of Mississauga Fire Department issued an inspection order for the violations of December 23, 2025. This order must be complied with by a follow up inspection on March 6, 2026.
 - Lastly, Ms. Pallado testified a follow up inspection was conducted on January 19, 2026, and the rental unit was not cleaned and it appears the volume of items have increased. The Landlord offered cleaning services and additionally support to the Tenant, which continues to be offered by the Landlord. However, the Tenant advises her he has money and can pay for his own services. Further, the Tenant has not reached out to the cleaning services or support provided by the Landlord.
4. The Tenant failed to stop the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination. Since the inspection of December 16, 2025, the clutter appeared to have increased and the smell in the hallway has gotten worst. Therefore, the Tenant voided the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. Daily compensation, NSF charges, rent deposit
- The Tenant was required to pay the Landlord \$603.84 in daily compensation for use and occupation of the rental unit for the period from February 13, 2026 to February 24, 2026.
6. Based on the monthly rent, the daily compensation is \$50.32. This amount is calculated as follows: \$1,530.66 x 12, divided by 365 days.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,493.33 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$222.99 is owing to the Tenant for the period from February 2, 2018, to February 24, 2026.
9. Relief from eviction

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 22, 2026.
2. If the unit is not vacated on or before March 22, 2026, then starting March 23, 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 23, 2026.
4. The Tenant shall pay to the Landlord \$603.84, which represents compensation for the use of the unit from February 13, 2026 to February 24, 2026.
5. The Tenant shall also pay the Landlord compensation of \$50.32 per day for the use of the unit starting February 25, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$926.48.
8. However, the Landlord is authorized to deduct from amount owing to the Tenant \$50.32 per day for compensation for the use of the unit starting February 25, 2026 to the date the Tenant moves out of the unit.

March 11, 2026
Date Issued

Anthony Bruno
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 23, 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.