



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Q Res VI Operating LP v McGregor, 2026 ONLTB 22299

Date: 2026-03-17

File Number: LTB-L-008384-26

In the matter of: 1201, 20 Tuxedo Crt
Scarborough ON M1G3S5

Between: Q Res VI Operating LP Landlord

and

Laurence McGregor Tenant

Q Res VI Operating LP (the 'Landlord') applied for an order to terminate the tenancy and evict Laurence McGregor (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 wilfully or negligently caused damage to the premises;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Q Res VI Operating LP (the 'Landlord') also applied for an order requiring Laurence McGregor (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 wilfully 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 March 9, 2026.

The Landlord's Legal Representative, Eric Steiman, the Landlord's Agent, Aly Lago ('AL'), the Tenant, and the Tenant's Support, Lorna Dyer, attended the hearing. Randy McGregor ('RM') testified on behalf of the Tenant; however, the only testimony he provided was to speak to how many firefighters attended the unit on the date of the fire. This was therefore of no probative value to the proceedings whatsoever.

Determinations:

1. For the reasons that follow, I find that the Tenant has substantially interfered with a lawful right, privilege or interest of the Landlord.
2. The Landlord served the Tenant with an N5 and N7 Notice of Termination on January 19, 2026. The N7 Notice of Termination alleges that on January 16, 2026, the Tenant seriously impaired the safety of others when a fire occurred in his rental unit. The N5 Notice of Termination contains the same allegation as the N7 notice with respect to the fire and alleges that the Tenant also substantially interfered with a lawful right, privilege or interest of the Landlord by keeping excessive clutter in his rental unit.

Substantial Interference

3. The N5 Notice alleges substantial interference with another tenant's or the landlord's reasonable enjoyment of the premises and/or lawful rights, privileges, or interests by having significant clutter in the rental unit in contravention of the *Ontario Fire Code*.
4. AL is the Regional Manager for the Landlord. She testified that on January 19, 2026, the Toronto Fire Department responded to a fire in the Tenant's unit. She testified that at that time, the Fire Department discovered that there is excessive clutter in the Tenant's unit, and the Landlord was subsequently provided with a notice of violation for the amount of clutter and combustible materials in the rental unit. The Tenant did not dispute that there was excessive clutter in his unit.
5. Based on the undisputed evidence presented, I find that the Tenant substantially interfered with the Landlord's lawful right, privilege or interest by having an excessive amount of clutter in the rental unit, in contravention of the *Ontario Fire Code*.
6. In accordance with section 64(3) of the Act, the Tenant can void a first N5 Notice by correcting the conduct outlined in the notice within 7 days of being served the notice. In this case, the voiding period is January 20 to 26, 2026.
7. AL testified that the Landlord inspected the unit on January 27, 2026. She testified that there had been improvement in the kitchen area, but the remainder of the rental unit remained in relatively the same state of excess clutter. The Landlord submitted photographs of the rental unit taken by AL during this inspection. The Tenant did not dispute that his unit was still cluttered at the time of this inspection.
8. Based on AL's undisputed evidence, I find that the Tenant did not correct the behaviour alleged in the N5 Notice within the 7-day remedy period.
9. The Landlord is seeking termination of the tenancy. The Landlord submitted a copy of the Inspection Order issued by Toronto Fire Services. The Inspection Order requires the Landlord to reduce the excessive amounts of combustible material stored throughout the

unit and ensure all access routes and pathways are clear of obstructions and allow for egress by March 31, 2026.

10. AL testified that they have provided the Tenant with 5 storage lockers in the building for the Tenant to use for the duration of his tenancy, at no charge to the Tenant, so that the Tenant can reduce the amount of clutter in his unit. She conducted two further inspections of the rental unit, one on February 19, 2026 and the next on February 26, 2026. The Landlord submitted photographs from these inspections and the photos show that the rental unit is still in an extremely cluttered state. AL testified that the Landlord will be facing significant fines if the rental unit is not in compliance with the Inspection Order by March 31, 2026.
11. The Tenant is seeking to preserve the tenancy. He testified that the Fire Chief has been to the unit and has confirmed that he is making progress, but he just needs more time to clean up the rental unit. He testified that he has pretty much everything removed since the last photographs provided by the Landlord.
12. Considering all of the circumstances, I find that a conditional order is not reasonable or appropriate in the circumstances. The condition of the unit has seen minimal change between the inspection on January 26, 2026 and February 26, 2026. While marginal improvements appear to have been made in some areas, the kitchen area has digressed back to a more cluttered condition. While the Tenant testified that since February 26, 2026, he has removed all the items, the Tenant provided no photographs to support this oral testimony and based on the lack of progress over the previous 30-day period, I find it highly unlikely that the Tenant suddenly cleared out nearly all of the clutter in the rental unit in an 11-day period and given the pace of progress, it is highly unlikely the Tenant will have the unit in compliance by the stated deadline of March 31, 2026.
13. The Divisional Court held that it is reasonable for a Member of the Board to exercise his or her discretion where it is clear that there is no reasonable prospect that a tenant's conduct will change¹. Unfortunately, I find on a balance of probabilities that this is one such situation.
14. The Tenant requested that eviction be delayed a month in order to provide him with time to find new living arrangements. Considering the approaching deadline of the Inspection Order and the potential prejudice to the Landlord in fines, I find that delaying eviction until March 31, 2026 is reasonable in the circumstances but delaying eviction further would be unfair and unduly prejudicial to the Landlord.
15. Since I made a determination that the tenancy should be terminated based on the issue identified in the N5 Notice, the remaining issues raised at the hearing with respect to the N7 Notice are moot and I have not made any determinations on those issues.

Damages

16. In the application, the Landlord is claiming the reasonable costs they will incur to repair the rental unit following a fire in the rental unit.

¹ *Penworth Holdings Inc. v. Howe*, 2017 ONSC 4061

17. It was undisputed that on January 16, 2026 a fire occurred in the Tenant's rental unit. It was also undisputed that the fire was caused by an air fryer. The Landlord's Legal Representative suggests that the fire was likely caused due to the excessive clutter in the rental unit.
18. Section 34 of the Act states that the tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the willful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant. Therefore, to be entitled to compensation for damages the Landlord in this application must prove that there are damages to the rental unit that go beyond regular wear and tear and that the Tenant willfully or negligently caused the undue damage.
19. The only evidence of the cause of the fire is the agreed fact that it was an air fryer that caught fire. The photographs of the unit after the fire do not show any combustible materials on the stove or otherwise demonstrate that the air fryer caught fire due to the clutter, rather than a malfunction. I find that there is insufficient evidence before me to find that the TT willfully or negligently caused the undue damage to the rental unit. The Landlord's claim for compensation for damages as a result of the fire is therefore dismissed.

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 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.
4. The Tenant shall pay the Landlord compensation of \$45.76 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$1,397.36 which is the amount of the rent deposit and interest on the rent deposit.
7. 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 17, 2026
Date Issued

Candace Aboussafy
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 October 1, 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.