



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-107969-25

In the matter of: 730, 72 Clinton St
Toronto ON M6G3Z9

Between: Toronto Seniors Housing Corporation Landlord

and

Zelia Soares Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Zelia Soares (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 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.

This application was heard by videoconference on March 11, 2026.

The Landlord's Legal Representative, Jesse Audette, the Tenant, and the Tenant's Supports, Claudia Ravacci, and Maria Cabral, attended the hearing. Also present at the hearing was Rita Figueira, who interpreted for the Tenant.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

On consent, it is ordered that:

1. The Tenant shall restore the rental unit, including the balcony, to a safe, clean and reasonable living condition, free of excessive clutter and debris based on the terms of this order as described below and at a "level 3" of the Clutter Image Rating Scale, a copy of which is attached to this order. Following each compliance deadline, the Tenant shall continue to maintain the specified areas of the rental unit in accordance with the corresponding descriptions until March 31, 2028.

2. On or before April 30, 2026, the Tenant shall have the kitchen in a state of ordinary cleanliness. This includes but is not limited to ensuring that:
 - a) There are no combustibles items near or on the stove;
 - b) There are no items obstructing free and clear access to the stove (no items around and/in front of the stove);
 - c) There are no items stored on top of the stove;
 - d) There are no trip hazards along the pathways or floors;
 - e) There are no clutter and garbage on the kitchen countertops;
 - f) Any waste and debris is disposed of properly and in a timely manner in order to prevent foul odours; and
 - g) The kitchen can be used for its intended purpose.
3. Commencing April 30, 2026 and continuing until March 31, 2028, the Tenant shall continue to maintain the kitchen in a condition compliant with paragraph 2 of this order.
4. The Landlord will conduct an inspection of the rental unit shortly after April 30, 2026 to ensure that the Tenant has complied with paragraph 2 of this order.
5. On or before May 30, 2026, the Tenant shall have the balcony in a state of ordinary cleanliness. This includes but is not limited to:
 - a) The balcony shall not be used as storage;
 - b) The balcony will not contain flammable and/or combustible materials;
 - c) Any belongings on the balcony shall not be stacked higher than the height of the balcony railing;
 - d) Any belongings on the balcony shall not be stacked against the window of the rental unit; and
 - e) The balcony shall be able to be used for its intended purpose.
6. Commencing May 30, 2026 and continuing until March 31, 2028, the Tenant shall continue to maintain the rental unit in a condition compliant with paragraphs 2 and 5 of this order.
7. The Landlord will conduct an inspection of the rental unit shortly after May 30, 2026 to ensure that the Tenant is in compliance with paragraphs 3 and 5 of this order.
8. On or before June 30, 2026, the Tenant shall have the bathroom in the following condition:
 - a) Free of trip hazards along the pathways or floors;
 - b) Ensure that the bathroom door can be fully opened (door handle touches the back wall) and nothing stored behind the door;
 - c) Any stacked items are stacked securely and not stacked higher than approximately 4 feet;

- d) No items are stacked against any windows inside the rental unit and that all windows are clear and accessible; and
 - e) The bathroom can be used for its intended purpose.
9. Commencing June 30, 2026 and continuing until March 31, 2028, the Tenant shall maintain the rental unit in a condition compliant with paragraphs 2, 5 and 8 of this order.
10. The Landlord will conduct an inspection of the rental unit shortly after June 30, 2026 to ensure that the Tenant is in compliance with paragraphs 3, 6 and 8 of this order.
11. On or before July 30, 2026, the Tenant shall have the living room in a state of ordinary cleanliness. This includes but is not limited to ensuring that:
- a) The balcony and rental unit doors can be fully opened (door handles touch the back wall) and that there are no items stored behind the door;
 - b) There are no trip hazards along the pathways or floors;
 - c) All pathways are clear to all exits and windows, and all pathways have a clear width of approximately 4 feet;
 - d) There is nothing stacked against any windows from inside the rental unit and that all windows are clear and accessible;
 - e) The living room is able to be used for its intended purpose.
12. Commencing July 30, 2026 and continuing until March 31, 2028, the Tenant shall continue to maintain the rental unit in a condition compliant with paragraphs 2, 5, 8 and 11 of this order.
13. The Landlord will conduct an inspection of the rental unit shortly after July 30, 2026 to ensure that the Tenant is in compliance with paragraphs 3, 6, 9 and 11 of this order.
14. Commencing in September 2026, for a period of 6 months, the Landlord shall conduct monthly unit inspections to ensure that the rental unit is in compliance with paragraphs 3, 6, 9 and 12 of this order.
15. Commencing in March 2027, for a period of one year, the Landlord shall perform quarterly unit inspections (every 3 months) to ensure that the rental unit is in compliance with paragraphs 3, 6, 9 and 12 of this order.
16. The Tenant shall not refuse access or otherwise impede the Landlord from inspecting the rental unit after being duly served with a notice of entry. The Landlord shall provide the Tenant with 72 hours' notice of every inspection so that the Tenant may arrange for a support person to be present for the inspection.
17. The Tenant shall not impede the Landlord's efforts to conduct pest control treatments in the rental unit.
18. The Tenant shall fully prepare the rental unit for pest control treatments in accordance with the preparation sheet the Landlord provides to the Tenant.

19. If the Tenant fails to comply with any of the conditions set out in 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.

March 20, 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.