



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** London and Middlesex Community Housing Inc. v Burleigh, 2026 ONLTB 23687

**Date:** 2026-03-24

**File Number:** LTB-L-076523-25

**In the matter of:** 411, 241 SIMCOE ST  
LONDON ON N6B3L4

**Between:** London and Middlesex Community Housing Inc. Landlord

**And**

Sabrina Burleigh Tenant

London and Middlesex Community Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sabrina Burleigh (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 10, 2025.

The Landlord's agent, D. Richardson, and the Landlord's legal representative, S. Sadat, attended the hearing. The Tenant checked into the hearing, and the hearing began with the Tenant's request for an adjournment. The request was denied, we proceeded, and the Tenant left the hearing approximately 35 minutes later, when the Landlord was midway through presenting their evidence.

### **Determinations:**

#### **Preliminary Issue: Tenant's Adjournment Request:**

1. The Tenant requested an adjournment in order to have more time to disclose her evidence, and also because she said that she was unable to get a full charge on her phone and none of her five chargers were working.

2. I denied the Tenant's request for an adjournment for the following reasons.
3. The Tenant received the notice of hearing over a month prior to the hearing, and she had ample time to disclose her evidence. She provided contradictory reasons for not having disclosed a doctor's letter. At one point, the Tenant said that she had been unable to obtain the letter, and she later said that she had only recently received it. She said that she had not disclosed anything to the Landlord, nor uploaded anything to the portal because she was not "tech savvy."
4. I denied the adjournment request on the ground of needing more time to disclose evidence because I find that the Tenant had ample time to disclose her evidence, but she had either delayed, or she had failed to exercise diligence in ensuring that her evidence was disclosed. Because the Tenant contradicted herself about whether, and when, she had received any documents, I find that her testimony about what she was going to disclose, or whether she had attempted to obtain certain documents was not credible.
5. I denied the adjournment request on the basis of the Tenant's reason that she had insufficient charge in her phone, because there was evidence that the Tenant had contradicted herself with regard to the status of her phone as well. The Landlord's evidence is that she had, earlier in the day, asked them for an adjournment because there was a power outage, and when the Landlord confirmed with their building maintenance that there was no power outage issue, the Tenant testified later, during the hearing, that she had tried everything to get a full charge on her phone but none of her five chargers was working. Consequently, I found that the Tenant's testimony about lack of a phone charge was not credible either.
6. We proceeded to hear the Landlord's evidence, but about 35 minutes later, when the recording reached approximately 1:44:00, the Tenant had disconnected.

Landlord's Application:

7. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
8. The Landlord's witness, D. Nemeth (DN), is a community relations worker. He said that he is responsible for conducting inspections of units, supporting tenants with compliance, and dealing with pest issues in the units. He said that he personally served the Landlord's N5 notice of termination on the Tenant on August 22, 2025.
9. The N5 notice of termination alleges that after an inspection on July 16, 2025, the Landlord found that the rental unit was full of refuse, clutter and pest activity, and there were no clear pathways through the unit. They also allege that the balcony was full of animal feces. They allege that when they re-inspected on August 20, 2025, the rental unit was in a worse condition than the month before.
10. DN said that when the Landlord inspected the unit again in September 2025, nothing had changed. Therefore, the Landlord alleges that the Tenant did not void the N5 notice of

termination in the period after serving the notice on August 22, 2025.

11. DN said that the inspection in July 2025 was conducted because he had received reports of lack of cleanliness in the Tenant's unit and on her balcony, feces on the balcony, and items being thrown from the balcony. He said that when he went to inspect on July 16, 2025, the rental unit was in a state of squalor, infested with pests, garbage and other debris. He said that he observed a large pile of feces on the balcony.
12. DN submitted into evidence photos of the inspection on July 16, 2025, that showed piles of personal belongings, clothing, garbage and clutter all over the floors in the various rooms of the unit. They also showed piles of clutter over every surface in the kitchen, with lots of combustible items on the stove and other surfaces of the kitchen. He said that the appliances could not be used in that state. There were also large piles of feces accumulating on the balcony.
13. DN submitted into evidence photos of his inspections taken on August 20, 2025, and on September 11, 2025. The photos showed the rental unit in a similar state of clutter and disarray, with even more piles of garbage, personal items and clutter on every surface of the floor and kitchen and bathroom. The feces on the balcony was still evident. He said that it was an attractant to pests. DN said that he was unable to walk through the unit, it was necessary to climb over clutter to find a pathway, and the unit was a fire hazard. He said that during the inspection on July 16, 2025, he noted that the smoke detector had been removed.
14. DN submitted into evidence a video, taken on November 8, 2025, in which large objects, including garbage bags, boxes and hard objects, can be seen falling from someone's window or balcony into a back area of the building. He said that the Landlord knows the objects were thrown from the Tenant's balcony because the source of the garbage is seen from a different camera angle. He submitted into evidence a video from the same date and time taken from a wide angle, in which the balcony from which the objects are thrown can be seen.
15. DN said that the Tenant or guests have been observed more recently than November 8, 2025, throwing things off the balcony. He said that he has addressed this issue with the Tenant in person and by email. He also said that the Tenant herself had told him she was arrested for throwing things off her balcony.
16. DN said that the Tenant has created problems since she began her tenancy in 2024, but the problem has escalated, and it continues.
17. The Landlord submits that the Tenant should be evicted because, despite repeated warnings, as well as serving an N5 notice of termination, the Tenant has taken no steps to de-clutter her unit to make it comply with the requirement to be in an ordinary state of cleanliness. They submit that the Tenant has consistently refused pest control or refused to prepare for pest control, and she has continued to throw refuse off her balcony to date, creating a risk to other residents.

#### Reasons and Analysis:

18. I find that the Landlord's evidence proves, on a balance of probabilities, that the Tenant's state is in an unsanitary condition, not complying with the requirement to be in an ordinary state of cleanliness. There is clutter and debris all over, prohibiting clear pathways through the unit, there are combustible items all over the kitchen appliances, creating a fire hazard, and there is feces and other unclean conditions in the unit and on the balcony that are creating an attractant to pests. Because of the state of the unit, the Landlord has been unable to carry out pest control.
19. The Tenant did not improve the condition of the unit in the voiding period commencing August 22, 2025, and it has in fact gotten worse since that time. This behaviour has continued until recently. Therefore, the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination, and I find that the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
20. The condition of the unit continues to be a health hazard, a fire hazard, and a source of pests in the building.
21. In addition, the Landlord had substantial evidence that the Tenant or her guests have been throwing large items off the balcony, creating a serious risk to other tenants or people passing by around the building.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 83 Considerations:

23. The Tenant has only lived in the rental unit for two years, and her behaviour has created a problem for the Landlord since the beginning. The Tenant's behaviour has escalated, and nothing improved, even after she was served with the N5 notice of termination. The Tenant's behaviour has continued to date, and it has even worsened since receiving the N5 notice. Therefore, I find that the Tenant is not likely to comply with a conditional order.
24. The Tenant did not remain in the hearing to provide her own evidence, or to disclose any reasons to support why an eviction should be delayed or denied. On the other hand, the Tenant's behaviour poses a risk to other tenants, and it affects the Landlord's ability to provide a safe environment for other tenants. The Landlord is unable to deal with pest issues in the building, unable to deal with the fire risk posed by the Tenant's unit, and also unable to ensure that other tenants are safe while walking around the building. Consequently, I find that it is prejudicial to the Landlord for the tenancy to continue.
25. I have considered all of the disclosed circumstances above in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I for the reasons cited above, I 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 April 4, 2026.
2. If the unit is not vacated on or before April 4, 2026, then starting April 5, 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 5, 2026.
4. If the Tenant does not vacate the rental unit on or after April 5, 2026, the Tenant shall pay the Landlord compensation of \$3.78 per day for the use of the unit starting April 6, 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. If the Tenant does not pay the Landlord the full amount owing on or before April 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.

**March 24, 2026**

**Date Issued**

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Nancy Morris

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 5, 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.