



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-101574-24

In the matter of: 909, 1960 A PARIS ST
SUDBURY ON P3E4V2

Between: Greater Sudbury Housing Corporation Landlord

And

Paul Johnston Tenant

Greater Sudbury Housing Corporation ('GSHC' or the 'Landlord') applied for an order to terminate the tenancy and evict Paul Johnston ('PJ' or 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. (L2 application)

This L2 application was heard by videoconference on March 4, 2026.

Only the Landlord's Agent, Suzette Pellerin ('LLA'), attended the hearing.

As of 10:42 am, 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. LLA submitted that on February 25, 2026, the Tenant was handed a copy of the notice-of-hearing for this hearing along with the disclosure package which was also filed in the Tribunals Ontario Portal (TOP). As a result, the hearing proceeded with only the Landlord's evidence.

I confirm that no one for the Tenant appeared in the hearing room for the balance of the full-day hearing block.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, based on the Landlord's request, the tenancy will not be terminated but will subject to a conditional order, as given below.
2. The Tenant was in possession of the rental unit on the date the L2 application was filed and the tenancy is still active. LLA confirmed this is a rent-geared-to-income (RGI) tenancy with monthly rent being \$115.00. LLA confirmed there is no last month's rent deposit being held by the Landlord.

3. N5 Notice of Termination:- On November 29, 2024, the Landlord served the Tenant an N5 notice of termination. The notice of termination contains the following allegations: from August 26, 2024 to November 13, 2024 (dates given in N5), the Landlord inspected the unit four different times and found undue clutter and garbage inside and on the balcony, including when 10 people were congregated in the unit with drug paraphernalia clearly in the unit and eight bikes on the balcony (October 11, 2024).
4. LLA is a full-time employee of the Landlord and as of October 2025, is the Landlord's property manager for over 700 units of which the rental unit is one.
5. LLA provided testimony which effectively described five different inspections carried out the Landlord, on December 6, 2024 (exhibit LL#1-report and photos taken of unit), May 30, 2025 (exhibit LL#2- photos taken of unit), June 13, 2025 (exhibit LL#3- photos taken of unit), June 24, 2025 (exhibit LL#4- photos taken of unit) and February 24, 2026 (exhibit LL#5- photos taken of unit).
6. LLA testified the December 6, 2024 inspection was conducted specifically to see whether the Tenant voided the N5 notice of termination within 7 days of its service. She testified the report and photos in LL#1 clearly show the state of the unit did not substantially change. LLA stated the Tenant appeared to have ceased having a crowd of people in the unit but the state of the unit remained almost the same with just some improvement on the balcony. LLA submitted that this showed the N5 notice was not voided by the Tenant.
7. LLA then went through the other four inspection dates, one by one. She explained that from inspection to inspection, it appeared at times the Tenant sometimes cleaned up one room, but then shifted or moved the undue clutter into another room. LLA made this clear by referring to specific photos in LL#2 to LL#5. LLA stated that the Tenant sometimes left food items throughout, then cleaned them up, and sometimes cleaned up one room like the kitchen, then repopulating another room with undue clutter. In the last inspection on February 24, 2026, LLA testified (using LL#5) that the bathroom had been made to look clean enough, the balcony appeared to have been de-cluttered with only 1 bike remaining, but the bedroom once again was filled with undue clutter and as well, the kitchen was cluttered with a grocery cart full of items and one cupboard door missing.
8. LLA explained that the Landlord has a pest control company that treats the building on a regular basis, or as needed, and the unchanged cluttered state of the unit prevents the Landlord from conduct treatments of the unit.
9. Based on the Landlord's uncontested evidence, I find the Tenant did not correct the undue clutter and unclean state of the unit within seven days after receiving the N5 notice of termination. This means the Tenant did not void the N5 notice of termination in accordance with subsection 64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
10. I also find that the Tenant has not made sufficient progress since then up to very recently (as of February 24, 2026), to have cleaned up the rental unit so that the claims of the N5 notice would have been satisfactorily addressed/resolved.
11. On behalf of the Landlord, LLA asked that the tenancy not be terminated but instead, she asked for a conditional order to give the Tenant one more chance to maintain his tenancy. In effect, LLA said the Tenant's circumstances are such that she believes the Tenant is

capable of cleaning up the unit, and capable of keeping the unit in a state of ordinary cleanliness, if he is given one more chance to do so. LLA asked that the conditional order be made for one year of keeping the rental unit in an ordinary, clean state.

12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, 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.

13. The Landlord incurred costs of \$186.00 for filing the L2 application and is entitled to reimbursement of those costs -- reference LTB's Interpretation Guideline no. 3. LLA requested payment of the filing fee within 30 days of the issuance date of the order.

It is ordered that:

1. The Landlord's application to terminate the tenancy is denied if the Tenant complies with the following conditions.
2. On or before April 17, 2026, the Tenant shall restore the rental unit to an ordinary state of cleanliness, free of excess clutter and drug paraphernalia, in accordance with section 33 of the Act. Specifically, on or before April 17, 2026, the Tenant must:
 - a) Clean up by removing the clutter and/or garbage from the rental unit;
 - b) Clean up by removing existing piles of stacked items, and by removing multiple bikes, from the rental unit and balcony;
 - c) Bring the rental unit to a clean, broom-swept condition that meets the Act's general requirement of an ordinary state of cleanliness;
 - d) Create clear pathways to rooms, windows and exits throughout the rental unit; and
 - e) Remove permanently any leftover drug related paraphernalia from inside of the rental unit, which includes the balcony.
3. The Tenant shall maintain the rental unit in a continuous state of ordinary cleanliness for a period of one year, at all times complying and keeping up with the clean-up requirements that are ordered in paragraph 2 above, that is from April 17, 2026 up to and including April 16, 2027.
4. Upon receipt of a proper notice to enter by the Landlord, the Tenant shall give unfettered access to the Landlord to enter into the rental unit, and to inspect the rental unit for its state of clutter and cleanliness.
5. The Landlord is allowed, at the Landlord's sole option, to conduct regular inspections of the rental unit (no more than once monthly), to ensure the Tenant is specifically maintaining the rental unit in a state of ordinary cleanliness.
6. If the Tenant fails to comply with any of the conditions set out in paragraphs 2, 3 or 4 of this order, the Landlord may apply under section 78 of 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 type of application is made to the LTB without notice to the Tenant and the order that issues from such an application is usually made without a hearing.
7. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the L2 application.

8. If the Tenant does not pay the Landlord the \$186.00 amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

March 24, 2026

Date Issued

Alex Brkic

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.