



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

File Number: LTB-L-069760-25

In the matter of: 521, 251 SHERBOURNE ST
TORONTO ON M5A3Y8

Between: TORONTO COMMUNITY HOUSING CORPORATION Landlord

And

Brian Jerzy Brzychczy Tenant

TORONTO COMMUNITY HOUSING CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Jerzy Brzychczy (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 March 9, 2026.

Only the Landlord's Legal Representative, Laura MacPhee, and the Tenant's Support Worker, Tiffani Nunery, attended the hearing.

As of 1:33 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:

1. 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. However, a conditional order is appropriate in these circumstances.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination:

3. On August 6, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on August 11, 2025. The notice of termination alleges that the Tenant substantially interfered with the Landlord's reasonable enjoyment or the residential complex and their lawful rights. The allegations stated are:
 - The Tenant clogged the toilet with garbage and debris on January 3, 2024
 - Following a unit inspection on January 1, 2025, the Tenant was sent a letter advising there was excessive clutter and housekeeping issues. The Tenant then denied entry on January 14, 2025 for a follow-up inspection;
 - The Tenant denied entry to a vendor on February 19, 2025 who was supposed to clean the Tenant's bathtub and toilet. The Tenant allowed the Landlord entry on February 20, 2025 and large holes were observed in the walls and there was damage to the floors;
 - The Landlord arranged for the vendor to return on March 31, 2025, however the Tenant denied entry again;
 - A unit inspection occurred on May 20, 2025 and a warning letter was sent to the Tenant;
 - On July 9, 2025, the superintendent attended the unit as the unit below the Tenant reported water seeping into their unit. Upon inspection, the superintendent observed clutter, garbage, damage and poor sanitary conditions in the rental unit. There was garbage stacked in the bathtub preventing use, items and garbage piled on the toilet, damage to the walls, garbage in various rooms, and filed throughout.
4. The Landlord submitted pictures into evidence pictures from January 22, 2025, May 20, 2025 and July 9, 2025 prior to the N5 notice being served. The pictures from January 22, 2025 showed dirt on the ground throughout the apartment, however the clutter and garbage accumulation were limited to the bathroom. The bathroom door also had a hole covering half the door. On May 20, 2025, the pictures show the bathtub piled full of garbage and unusable, and the sink was surrounded with garbage. There was also a large hole in one of the walls and a door appears to be ripped off. On July 9, 2025, the state of the bathroom had not changed and appeared to have even more garbage in the bathtub and inside the toilet was black.
5. The Landlord testified that when they had a follow up inspection around August 19, 2025, the Tenant had not cleaned up the garbage in the bathroom or the dirt throughout the rental unit.
6. I am satisfied on a balance of probabilities that the Landlord established that the Tenant did substantially interfere with the reasonable enjoyment and lawful rights of the Landlord. I also find that the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Section 83 Considerations:

7. The Landlord testified that the Tenant is working with a case manager, Tiffani Nunery, who supports the Tenant with his mental health concerns. The Landlord testified that other services have been offered, but the Tenant has not yet engaged.

8. The Landlord testified that they are seeking a conditional order for the Tenant to reduce the clutter and debris in the bathroom, and for the Tenant to allow entrance to the Landlord and their vendors upon receiving a lawful notice of entry.
9. The Tenant did not attend the hearing and thus I did not hear any evidence or submissions from them regarding their circumstances
10. 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 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. On or before June 1, 2026, the Tenant shall reduce the excessive clutter and debris in the bathroom such that it is in a state of ordinary cleanliness. They shall maintain the bathroom in a state of ordinary cleanliness for the duration of the tenancy.
3. From April 1, 2026 to March 31, 2027, the Tenant shall allow entry to the Landlord and the Landlord's vendor upon receiving a lawful notice of entry.
4. The Tenant shall maintain clear pathways in the apartment for the duration of the tenancy.
5. If the Tenant fails to comply with any of the conditions set out in paragraphs 2, 3 and 4 of 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.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2026 at 4.00% annually on the balance outstanding.

March 27, 2026
Date Issued

Allana McComb
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.