



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Seniors Housing Corporation v Reid, 2026 ONLTB 24359

Date: 2026-03-27

File Number: LTB-L-091509-25

In the matter of: 418, 55 BLEECKER ST
TORONTO ON M4X1W9

Between: Toronto Seniors Housing Corporation Landlord

And

Milton Alonzo Reid Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Milton Alonzo Reid (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.

This application was heard by videoconference on March 9, 2026.

Only the Landlord's Legal Representative, Adam Fraccaro, attended the hearing.

As of 10:12 a.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:

L2 Application:

1. This application is based on a N5 notice of termination (N5 notice) and a N7 notice of termination (N7 notice).

2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy on the basis of substantial interference with the Landlord's reasonable enjoyment or lawful right, privilege or interest and serious impairment. Therefore, the tenancy is terminated as of May 15, 2026.
3. The Tenant was in possession of the rental unit on the date the application was filed.

Background and Facts:

4. On September 15, 2025, the Landlord gave the Tenant an N5 notice and N7 notice, deemed served on September 20, 2025.
5. Both notices of termination relied on the following allegations:
 - The Tenant denied access to the Landlord after receiving a lawful notice of entry due to the Tenant having an unauthorized lock on the following dates: August 30, 2024, September 30, 2024, November 12, 2024, and August 20, 2025.
 - On October 9, 2024 the Landlord conducted an Annual Unit Inspection where the clutter was rated 8 out of 9 on the clutter scale, the entrance was blocked by blue barrels, creating a safety hazard, access to the kitchen and balcony was blocked by belongings and clutter, and containers and items were stacked higher than the Tenant's shoulders;
 - On December 10, 2024, the Landlord could not gain access to the unit due to the amount of clutter obstructing the entrance;
 - On May 14, 2025 and June 11, 2025, the Tenant approached the superintendent and accused them of breaking into his unit and stealing items and left a bag of rotten potatoes in front of their door;
 - On July 24, 2025, a fire inspector from Toronto Fire Services completed an inspection and observed combustible materials throughout the unit, some piled 1.5 meters high and the unit was rated an 8 out of 9 on the clutter scale. The Landlord then received an Inspection Order on July 31, 2025 with a compliance date of November 3, 2025 for the Tenant to clear access aisles from each room, piles needed to be reduced in height to a minimum of 1 meter from the ceiling, and there needed to be a 1 meter clearance maintained between the materials and any ignition source, such as appliances; and
 - On August 29, 2025 there was an incident of the Tenant eating fast food in the common area half-naked, and then defecating in the hallway on the way to his unit;
6. The Landlord's Senior Services Coordinator, Kate Kukor (KK), testified that she took pictures of the Tenant's unit on December 10, 2024, and those pictures were submitted as evidence. KK testified she took the pictures from the entrance to the unit by extending her arm into the unit as she could not physically open the door wide enough to enter due to the clutter.
7. KK testified that a letter was sent to the Tenant on March 3, 2025 to discuss safety concerns and the cockroach infestation in his unit. The meeting occurred in her office in the residential complex, and the Tenant spoke to her about how they could connect him to

services to help declutter his unit and help with cleaning. He was willing to accept assistance at that time.

8. KK then testified that on July 24, 2025 she attended with the fire inspector from Toronto Fire Service. KK testified that the kitchen was blocked by large blue barrels and plastic bags, and a primary concern was the flammable clutter around the stove. The front entrance had a slight path to the living area, but it was not easily accessible. KK testified the pest infestation was severe, there was rotten food on the floor, items were stacked about 1.5 meters high. KK further testified that to get into the unit, they had to remove some bags of items and a suitcase into the hallway to get the front door open. When the door opened, KK testified that they saw cockroaches running out of the unit and they needed to squish them to stop them from spreading to other units. KK submitted photographs that she took that supported her oral evidence.
9. KK testified that the Landlord received an Inspection Order on July 31, 2025 which required the clutter to be cleaned in the unit to allow accessible pathways, a reduction in how high the items were piled, and items to be removed from appliances. KK testified a letter was sent to the Tenant that he needed to correct the issues by August 31, 2025.
10. KK testified an annual unit inspection was done by the superintendent on September 9, 2025, and the Tenant's unit did not pass the inspection due to hoarding and the amount of clutter. The inspection report showed the inspection failed due to fire safety issues, poor cleanliness, pests in the unit, and the clutter was rated a 9 on the clutter scale. The pictures taken by the superintendent were submitted into evidence showing the bathroom was full of items making the bathtub unusable, the living area had bags and bins piled up, and the balcony door was inaccessible due to the clutter.

Substantial Interference:

11. KK testified that an email was sent to the Tenant on September 22, 2025 to try and have him use the VHA services, but the Tenant was not available so no cleaning occurred. When a unit follow-up was conducted on September 22, 2025, the Tenant had not made any progress in cleaning up the unit or reducing the clutter. Pictures were submitted from the September 22, 2025 attendance into evidence. The Tenant did not have anyone scheduled to assist him until October 23, 2025, and 4 hours of cleaning only slightly reduced the clutter in the kitchen and allowed the front door to be opened. The bathroom and the balcony were inaccessible, the Living area was still extremely cluttered, and there were hundreds of cockroaches on the closet door alone, as shown in the pictures submitted into evidence. During the cleaning on October 23, 2025, the Landlord provided garbage bags and bins to assist in removing the clutter from the parts of the rental unit cleaned.
12. The voiding period ran until September 28, 2025, however, when the Landlord returned and viewed the rental unit on October 23, 2025, there was evidence that the unit was in a terrible condition, as supported by the photographs submitted by the Landlord. I am satisfied that the Tenant did not stop the conduct or activity or correct the omission 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).

Serious Impairment of Safety:

13. Having considered the uncontested evidence before me, I find that the rental unit contained a significant amount of clutter, including flammable and combustible materials near ignition sources, consistently from December 10, 2024 to September 22, 2025.
14. The Board has consistently held that it is not necessary that anyone be actually injured due to an alleged impairment of safety, it is sufficient that it is foreseeable that the act or omission could have resulted in or may result in a serious impairment of safety. I find that it is foreseeable that leaving substantial amounts of combustible materials near ignition sources in the kitchen could result in a serious impairment of safety—there is a substantial risk of fire safety, and due to the severe clutter, in the event of a fire, no one would be able to access inside the unit.
15. On the evidence before me, I find that the Tenants conduct seriously impaired the safety of another person and that the conduct occurred in the residential.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. There is no last month's rent deposit.

Section 83 Considerations:

18. After the N5 notice was served, KK testified there was minimal improvement to the rental unit, and after a day or two of cleaning, the unit would return to the original cluttered state.
19. KK testified that on November 12, 2025 and November 14, 2025, she took pictures of the rental unit and the clutter was a 9 on the clutter scale. She testified there was a strong smell of rotten food and many flies. KK testified there looked like some progress had been made in the bathroom, however, all of the progress in the kitchen from October 23, 2025 was gone. The Landlord submitted the pictures into evidence showing the bathroom had been tidied and the bathtub was now usable, but the living area had a very thin path surrounded with piled items, and the balcony and the kitchen were inaccessible. KK testified that the oven and stove were on while the Tenant was not in the unit, so the superintendent needed to climb over the piles to turn it off.
20. KK testified another inspection was completed on January 30, 2026, and while the pictures showed a little less clutter, the stove had again been left on without the Tenant being home with plastic and fabric bags nearby. The pictures were submitted into evidence and showed all of the progress in the bathroom from November 14, 2025 had been undone.
21. The Landlord testified that they are not aware of any mental health diagnoses for the Tenant, but acknowledged this is clearly a hoarding issue. This is a rent-geared-to-income unit and the Tenant is 70 years old. The Tenant has worked with 2 different cleaning services, but each time he has undone the progress made within a couple of days. The Landlord is not aware of any family supports for the Tenant. The Landlord is seeking a standard order. While there is some possibility that the Tenant has a disability that caused or contributed to the hoarding, there was no evidence before me to that effect.

22. 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 postpone the eviction until May 15, 2026 pursuant to subsection 83(1)(b) of the Act. While the Tenant did not attend to provide further section 83 considerations, the considerations provided by the Landlord demonstrate that a short delay in eviction would not be unfair to allow the Tenant to be able to find alternative accommodations and move his personal belongings. However, given that the Tenant has made minimal progress in cleaning up the unit since the Inspection Order on July 31, 2025, a longer delay would be unfair in these circumstances.

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 May 15, 2026.
2. If the unit is not vacated on or before May 15, 2026, then starting May 16, 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 May 16, 2026.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.

April 2, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on November 16, 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.