



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-032684-24

In the matter of: 1027, 20 WEST LODGE AVE
TORONTO ON M6K2T4

Between: Toronto Seniors Housing Corp. acting as agent for Toronto Landlord
Community Housing Corp

And

Robert Frederick James Tenant

Toronto Seniors Housing Corp. acting as agent for Toronto Community Housing Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Frederick James (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 someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- 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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on March 31, 2026.

The Landlord's Legal Representative, J. Audette, the Tenant's Legal Representative, E. Akasha, and the Tenant attended the hearing.

The parties before the LTB consented to the following order.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant shall continue provided that the Tenant meets the conditions set out in this order.

2. On or before April 30, 2026, the Tenant shall restore the rental unit, inclusive of the kitchen, living space including sleep area, and washroom, to a safe, clean, and reasonable living condition, which includes, but is not limited to:
 - a. Reducing the amount of combustible materials and excessive clutter to a level 3 or lower on the clutter image rating scale. The Landlord shall provide the Tenant with a copy of the clutter image rating scale on or before April 1, 2026 to his unit.
 - b. Clearing the pathways to all exits and windows in order to have a minimum clearance of 1 metre;
 - c. Clearing the pathways of any obstructions from floor to ceiling;
 - d. Stacked items are to be stacked securely, and they are not to be stacked higher than 1 metre;
 - e. Clearing all exits and entry ways so that they are accessible and doors can open all the way;
 - f. Ensuring that all rooms are kept in a reasonable state of cleanliness;
 - g. Disposing of food waste and garbage in a timely manner; and
 - h. Having no combustible items near or on the stove.
3. On or after May 1, 2026, the Landlord shall provide the Tenant with a 24-hour notice of entry, and the Landlord shall inspect the rental unit in order to assess compliance with paragraph 2 above.
4. From May 1, 2026, for a period of 24 months, the Tenant agrees to maintain the rental unit in accordance with paragraph 2 above.
5. From May 1, 2026 to May 1, 2028, when the Landlord serves the Tenant with a 24-hour notice of entry, the Tenant shall not deny, hinder or obstruct the Landlord's entry, and/or interfere with the Landlord exercising their right to enter the rental unit.
6. After June 1, 2026, and for a period of 12 months from that date, the Tenant shall permit the Landlord to conduct monthly inspections in order to assess compliance with paragraphs 2 and 4 above.
7. After June 1, 2027, and for a period of 12 months from that date, the Tenant shall permit the Landlord to conduct inspections every 3 months in order to assess compliance with paragraphs 2 and 4 above.
8. If the Tenant fails to comply with the conditions set out in paragraphs 2, 4, and 5 of this order, the Landlord shall first provide written notice of the breach to Parkdale Community Legal Services via email at lt@parkdalelegal.org and the Tenant via notice to his unit. The Landlord shall allow a period of 7 days from the date of such notice for the breach to be remedied. If the breach is not resolved within that time, 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.

9. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application as follows:

- \$10.00 on or before the 1st day of each month commencing May 1, 2026 until paid in full.

April 7, 2026
Date Issued

Lisa Del Vecchio
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.