



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

File Number: LTB-L-069318-25

In the matter of: 226, 145 STRATHMORE BLVD
TORONTO ON M4J4Y9

Between: Toronto Seniors Housing Corporation Landlord

And

Stephen Paul Rosen Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Stephen Paul Rosen (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 30, 2026.

The Landlord's legal representative, Adam Fraccaro, the Tenant, the Tenant's case worker, Billy Kang, and the Tenant's support worker, Lucie Hager, attended the hearing.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Tenant must bring the unit to, and maintain for the duration of this consent order, a clutter level of 3 or below throughout the rental unit and balcony (clutter level is determined by the International OCD Foundation – Clutter Image Scale). Tenant must bring the Rental Unit to a clutter level of 3 or below, throughout the Rental Unit, on or before May 31, 2026.
3. The Tenant consents to monthly rental unit inspections, if necessary, by the Landlord. Proper notice shall be provided by the Landlord.
4. The Tenant must maintain the Rental Unit in a reasonable and ordinary state of organization, cleanliness and general housekeeping and keep the rental unit free from foul odours. This is including, but not limited to:

- a) Washing dirty dishes regularly.
 - b) Garbage is bagged and disposed of in the appropriate garbage receptacle regularly.
 - c) Floors are swept, mopped, or vacuumed on a regular basis.
 - d) Open food is stored in the refrigerator regularly.
 - e) Decaying food is disposed of in the garbage on a regular basis;
 - f) Ensure that all rooms within the Rental Unit can be used for their intended purpose.
5. Pathways throughout the unit must be free and clear of clutter. Entrance to the rental unit must not be obstructed by belongings, restricting access to the rental unit. The Tenant shall not install, mount, place, or stack any possessions which will block any pathways or means of exit or create a fire hazard.
 6. The Tenant is not to block the windows, entrance to the balcony, or any other means of egress in any way.
 7. The Tenant's personal possessions shall not be stacked above 5 feet high, in and along the walls in the rental unit or balcony.
 8. The Tenant's Electrical panel is to be free and clear of any obstructions and easily accessible at all times.
 9. The Tenant is to keep the area in front of and on top of the stove free from combustible items.
 10. The Tenant is not to deny the Landlord or the Landlord's authorized representatives' access to the rental unit; such notice to be provided in advance by the Landlord.
 11. The Tenant is to comply with the Landlord's pest control treatments and ensure that the Rental Unit is properly prepared for those pest control treatments.
 12. The Tenant is not to store or place excess items in the common area hallways of the Residential Complex at any time. This includes but is not limited to placing garbage into the common area hallway of the Residential Complex.
 13. The Tenant must comply with all the terms of this consent order from the date of the hearing and for a period of 24 consecutive months.
 14. If the Tenant fails to comply with the conditions set out in paragraphs 2 through 12 of this order between March 30, 2026, and March 30, 2028, 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.
 15. In the event of a breach of any of the above paragraphs, the Landlord shall notify the Tenant, in writing, of the identified breach and give 10-calendar-days to rectify that identified breach. If the Tenant has not rectified the breach within 10-calendar-days, the Landlord may file an application under section 78 of the Act, for an order terminating the tenancy.

16. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

17. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

April 9, 2026
Date Issued

Melissa Anjema
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.