



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-083990-25

In the matter of: 130, 1996 BATHURST ST
YORK ON M5P3L1

Between: Mar-Kal Property Management Company Landlord
Limited

And

Timothy Flynn Tenants
Sharon Flynn

Mar-Kal Property Management Company Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Timothy Flynn and Sharon Flynn (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

This application was heard by videoconference on January 27, 2026.

Only the Landlord Agent, Matthew Steinberg attended the hearing.

As of 10:11 am, the Tenants were 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 in the application. However, for the reasons that follow, I find it reasonable in the circumstances to provide the Tenants with the conditional relief from eviction.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On September 12, 2025, the Landlord gave the Tenants an N5 notice of termination ('N5 Notice') claiming substantial interference with the reasonable enjoyment of other tenants and interference with the Landlord's lawful right, privilege and interest by maintaining the rental unit in an unsanitary and unsafe condition, including excessive clutter, accumulation

of combustible material, blocked pathways, poor housekeeping and refusal of entry, upon proper notice, for pest control treatment. The Termination date in the notice is October 10, 2025.

4. The evidence establishes that the Tenants did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Photographs taken during the voiding period and introduced by the Landlord demonstrate that the condition of the rental unit remained substantially unchanged from earlier service inspections, including those conducted on August 14, 2025. Accordingly, the Tenants did not remedy the issues identified in the notice. However, I am satisfied that the portion of the N5 notice relating to refusal of entry was voided, as there was no evidence of a subsequent request for entry during the voiding period.
5. The Landlord's agent testimony which included extensive inspecting and maintaining the rental complex, as well as documenting evidence including service records, photographs and a video. This evidence shows severe clutter throughout the unit including combustible materials, blocked pathways and limiting safe access to doors and windows. I find this evidence credible, and I am satisfied that these conditions constitute substantial interference with the Landlord's lawful interest in maintaining the unit in a safe and habitable condition.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

7. The Landlord's agent requested that if eviction were ordered the Tenants be provided with a conditional relief from eviction requiring the Tenants to restore the unit to an ordinary state of cleanliness within defined time frame and the maintain the unit in that condition thereafter.
8. 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 Tenants continue if the Tenants meet the conditions set out below.
2. Within 30 days of the date of this order, the Tenants shall return the rental unit to an ordinary state of cleanliness, including removing excess clutter, common combustible materials on or near the stove, and ensuring all pathways to doors and windows are clear and unobstructed.
3. For a period of six months from the date of this order, the Tenants shall maintain the rental unit in an ordinary state of cleanliness, keep all pathways to doors in windows clear, and ensure that no combustible materials are stored on or near the stove.

4. If the Tenants fail to comply with the conditions set out in paragraph 2 and 3 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 Tenants. 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 Tenants.
5. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenants must pay the Landlord is \$186.00.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 19, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

Joshua Labbe
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.