



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

**File Number:** LTB-L-108404-25

**In the matter of:** 2, 1636 QUEEN ST E  
TORONTO ON M4L1G3

**Between:** 2113926 Ontario Inc. Landlord

**And**

James Martin Tenant

2113926 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict James Martin (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 representative, Bryan Rubin, attended the hearing.

As of 9:39 AM 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. Therefore, the tenancy is terminated as set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 27, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:
  - a. The rental unit was found in an excessive state of clutter and disrepair;

- b. Garbage and debris accumulated throughout the unit, including food waste and empty containers;
  - c. Areas of the unit, including the kitchen and bathroom, were inaccessible or unusable due to clutter;
  - d. Persistent odours and unsanitary conditions were present;
4. The Landlord inspection of the rental unit occurred in October 2025, at which time the Landlord observed significant clutter, accumulation of garbage, strong odours, and damage to parts of the unit, including kitchen cabinetry. Follow-up inspections were conducted, including in December 2025 and again March 2, 2026.
5. Photographic evidence (DOC 7479298) from each inspection demonstrates that the condition of the unit remained substantially unchanged, with garbage, food containers, and debris scattered throughout the unit, obstructing the normal use of the kitchen and other areas.
6. Based on the uncontested evidence, I find that the Tenant has substantially interfered with the lawful rights, privileges, and interests of the Landlord and has impaired the safety and sanitation of the residential complex by maintaining the rental unit in an excessively cluttered and unsanitary condition.
7. The Tenant did not stop the conduct or activity 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).
8. The Landlord is entitled to daily compensation for each day the Tenant remains in the unit after the termination date in the notice of termination. The Landlord submitted that rent was paid up to February 28, 2026. Therefore, daily compensation is payable beginning March 1, 2026.
9. Based on the monthly rent, the daily compensation is \$38.73. This amount is calculated as follows: \$1,178.00 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. I have considered all of the disclosed circumstances and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**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 April 25, 2026.
2. If the unit is not vacated on or before April 25, 2026, then starting April 26, 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 April 26, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Tenant shall also pay the Landlord compensation of \$38.73 per day for the use of the unit starting March 1, 2026, until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 26, 2026, at 4.00% annually on the balance outstanding.

**April 14, 2026**

**Date Issued**

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Bryan Delorenzi

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 October 26, 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.