



Order under Section 78(6) Residential Tenancies Act, 2006

Citation: Toronto Seniors Housing Corporation v Henry, 2026 ONLTB 30106

Date: 2026-04-17

File Number:

In the matter of: 905, 2008 PHARMACY AVE
SCARBOROUGH ON M1T3P7

LTB-L-070699-25-SA

Between: Toronto Seniors Housing Corporation

Landlord

And

Janil Henry

Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Janil Henry (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on August 8, 2025, with respect to application LTB-L-047360-25-SA.

The Landlord's application was resolved by order LTB-L-070699-25, issued on September 3, 2025. This order was issued without a hearing.

On September 11, 2025, the Tenant filed a motion to set aside the order.

This motion was heard by videoconference on October 21, 2025, March 12, 2026 and April 10, 2026.

The Landlord's Legal Representative Adam Fraccaro and the Tenant's Legal Representative Eugenio Felice attended the hearings. The Tenant attended the hearing on October 21, 2025.

The parties before the LTB consented to the following order. I was satisfied that the parties' Legal Representatives had sufficient authorization to consent to the terms of the order.

Determinations:

1. Order LTB-L-047360-25-SA provided that the Landlord could apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act'), without notice to the Tenant, to terminate the tenancy and evict the Tenant if the Tenant failed to meet certain conditions in the order.
2. The issues underpinning the original order are based on N5 and N7 notices of termination relating to the Landlord's concerns about extreme clutter and uncleanliness

of the rental unit, about the Tenant leaving water faucets in the unit unattended while water is flowing and about unsafe smoking practices in the unit.

3. There is no dispute that the Tenant lives with a disability, the symptoms of which impact his ability to fully meet his responsibilities as a tenant.
4. From October 2025 to date, the parties and their Representatives engaged in meaningful discussions to resolve the issues. This included creating an individualized disability accommodation plan for the Tenant and collaborating on resources and solutions.
5. Since the last hearing, the Tenant has utilized the services of the VHA program 'Extreme Clean' to help him reduce the clutter and to organize his possessions in the rental unit.
6. The Tenant is supported by a social worker employed by Senior Persons Living Connected, of Toronto. The agency has been engaged to provide light housekeeping services in the unit. The parties have conceived of an innovative way to ensure that the service is provided with consistency, which is that a lockbox with a key to the unit will be installed at the unit to allow the Tenant's authorized third parties to gain entry to the unit if he is briefly absent from the unit. This avoids the need to reschedule housekeeping or nursing service appointments.
7. During discussions of the draft agreement presented at the hearing, some amendments were introduced. Upon further review, I have amended the wording to include standard clauses describing minimum width of pathways for fire safety purposes, relating to cleanliness expectations as contemplated by the Board and other minor modifications to ensure the Tenant is clear about his obligations. I do not believe these alterations are objectionable.
8. The parties and their Representatives are commended for their diligent work and cooperation in reaching an agreement.
9. The Landlord acknowledges that the Tenant paid the \$186.00 filing fee, as required, on May 7, 2026.

It is ordered on consent that:

1. The motion to set aside order LTB-L-070699-25 is granted.
2. Order LTB-L-070699-25, issued on September 3, 2025 is set aside. An order that is set aside cannot be enforced.
3. On consent, order LTB-L 047360-25-SA is cancelled and replaced with the following.
4. The tenancy between the Landlord and the Tenant shall not terminate and shall continue, subject to the conditions as set out in this order.
5. Beginning on April 18, 2026 and for a period of 24 months, the Tenant shall comply with the following conditions.
 - (1) The Tenant shall maintain 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, of which the Tenant has a copy).

- (2) The Tenant shall not stack his personal possessions in and along the walls in the rental unit or on the balcony at a height that reaches above his shoulders.
 - (3) The Tenant shall ensure that pathways throughout the unit can accommodate access by, or passage of, fire service personnel with their equipment and a medical gurney and that the pathways are always free and clear of clutter, meaning that the Tenant shall not obstruct or restrict easy entrance into the unit by placing or storing items at the entrance.
 - (4) The Tenant shall not otherwise install, mount, place, or stack any possessions within any part of the unit which will block any pathways or means of exit from the unit or that will create a fire hazard.
 - (5) The Tenant shall maintain general housekeeping to an ordinary standard of cleanliness and keep the rental unit free from foul odours and fruit flies. This includes, but is not limited to:
 - a. washing dirty dishes regularly.
 - b. bagging garbage and disposing of the garbage regularly and in the appropriate garbage receptacle.
 - c. sweeping and mopping bare floors and vacuuming carpets/rugs on a regular basis.
 - d. storing food requiring refrigeration promptly in the refrigerator.
 - e. regularly disposing of decaying or expired food items in the garbage.
 - (6) The Tenant shall not leave any food cooking, or stovetop burners in use, unattended at any time.
 - (7) The Tenant shall not stack dishes and other items in any of the sinks and leave the water running from the faucet into the sink, or into a container, unattended. Further, the Tenant shall not allow water to flow from unattended faucets or water sources without being present to control the faucet or water source, in any other location in the rental unit, at any time.
 - (8) The Tenant must dispose of smoking materials in the proper receptacles, such as a proper ashtray or ash receptacle (e.g. a container partially filled with sand).
 - (9) The Tenant shall not extinguish smoking materials on the floor, furniture, windowsills, heating unit/vents, or any other part of unit which is not a proper ashtray/ash receptacle.
 - (10) The Tenant shall not allow any activity, or permit any conditions to exist in the unit, that may create a fire hazard, flood hazard or health hazard.
6. Beginning on May 15, 2026, the Landlord shall be entitled to conduct inspections of the rental unit every other month, with proper notice of entry provided to the Tenant with a **minimum** of 24 hrs. notice.

7. The Tenant shall not unreasonably deny the Landlord or the Landlord's authorized agents access to the rental unit, proper notice having been provided in advance by the Landlord.
8. Inspections shall take place on the 15th of each month, or as soon as possible thereafter if the 15th day of the month falls on a weekend or holiday.
9. Upon proper notice and receipt of unit preparation information, the Tenant shall not refuse the Landlord or the Landlord's authorized agents' entry and access to the unit for pest control treatments. The Tenant shall adequately prepare the unit for any pest control treatments required or ordered by the Landlord.
10. The Tenant shall promptly report any maintenance concerns to the Landlord and shall not attempt to perform any maintenance, or to make any repairs, himself without the prior written approval from the Landlord.
11. If the Tenant breaches the terms contained in this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant. The Landlord must make any such application no later than 30 days after a breach of this order, subject to the following exception.
12. In the event of a breach of paragraphs 5(1) to 5(5) of the order or should the Tenant unreasonably deny the Landlord entry and access to the unit despite proper notice of entry, the Landlord shall promptly notify the Tenant's Social Worker, by email, of the breach and allow the Tenant 7 calendar days to resolve the breach.
13. The Landlord shall be entitled to re-inspect the unit after the end of the 7-day period. If the breach has not been rectified after 7 calendar days, the Landlord may file an application, without notice to the Tenant, for an order terminating the tenancy and for eviction pursuant to section 78 of the Act.

April 17, 2026
Date Issued

Elle Venhola

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.