



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-003213-26

In the matter of: 224, 244 CHURCH ST
TORONTO ON M5B1Z2

Between: Nishnawbe Homes Inc. Landlord

And

Caleb Gazley Tenant

Nishnawbe Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Caleb Gazley (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 3, 2026.

The Landlord's legal representative Heather Butt and the Landlord agent Robert Pike and the Tenant attended the hearing.

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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 19, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on December 19, 2025 with a termination date of January 15, 2026. The notice of termination alleges the following:
 - Tenant has failed to maintain his rental unit in a state of ordinary cleanliness, section 33 of the *Residential Tenancies Act*, 2006 (the "Act");
 - The Tenant has failed to prepare the rental unit for pest control; and

- The Tenant has caused damage to the rental unit stove.
4. The Tenant did not stop the conduct or activity or 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).

Landlord submissions

5. The Landlord submitted evidence to the Board to support the claims in the application (DOC-7407321) which contained photos and documents.
6. The Landlord agent testified that the Tenant did not void the order. The Landlord performed a rental unit inspection on December 23, 2025 during the void period and the Tenant had excessive clutter in the rental unit. The Landlord claims the state of the Tenant's rental unit is in breach of section 33 of the *Residential Tenancies Act, 2006* (the "Act") and fire and safety codes.
7. The Tenant was also found to have empty cans of alcohol in the rental unit which is not permitted in the residential complex. In addition the Tenant's carpet was heavily soiled and open containers of food were scattered in the rental unit and blood was smeared on the walls.
8. The Landlord had performed prior rental unit inspections on December 20, 2024, March 7, 2025, May 1, 2025, May 7, 2025, June 4, 2025 and June 23, 2025 where post inspection the Landlord provided the Tenant with an opportunity to bring the rental unit into compliance.
9. On July 7, 2025 it was discovered that the Tenant's rental unit was infested with bed bugs. The Landlord attempted to perform treatment and provided the Tenant with proper notice and preparation instructions which the Tenant failed to comply with.
10. The Landlord agent stated they attempted to treat the rental unit on August 11, 2025, May 6, 2025, May 13, 2025, May 27, 2025, June 4, 2025, August 11, 2025, September 9, 2025 and and December 9, 2025. On these dates the Landlord attempted to perform a precheck to assist the Tenant in preparing the rental unit for the treatment or attempted to have the rental unit treated in full.
11. The Landlord agent stated that on the precheck dates the Tenant had not complied with the Landlord's request to prepare the rental unit. During this time the Landlord was either not able to perform the treatment or only a partial treatment was completed due to the clutter in the rental unit and the Tenant's lack of preparedness.
12. The Landlord agent stated that alcohol is not permitted in the rental units or on the residential complex premises. The Landlord agent stated the Landlord issued a warning letter to the Tenant regarding a June 19, 2025 event held on the residential complex property where the Tenant attended the event intoxicated.

13. The Landlord claims the Tenant caused willful damage to a stove in the common kitchen area on November 16, 2025.
14. The Landlord submitted video evidence to support the claim (DOC-7407336).
15. The video shows the Tenant in the common kitchen area and attempting to pry up the top of the stove. The Tenant used force to lift the stove top bending the hinges and damaging the stove.
16. The Landlord agent stated that the Landlord has advocated for the Tenant to seek support and help with the rental unit, however the Tenant has failed to do so.
17. The Landlord asked the Tenant to engage a support group called VHA for assistance with cleaning the rental unit. The Landlord suggested the Tenant claim an "extreme service" to help the Tenant however the Tenant refused and downgraded the service recommendation lowering the level of support to address the uncleanliness and clutter.
18. The Landlord agent stated that VHA attends the rental unit once a week to do a two hour cleaning and this is the only time the Tenant attempts to clean his room.
19. The Landlord position is the tenancy is no longer viable given the Landlord's attempts to help the Tenant seek support and the Tenant's inability or unwillingness to comply with the conditions in the tenancy agreement.
20. The Landlord agent stated the mission of the Landlord is the Landlord is a small non-profit Landlord that provides housing and support for indigenous individuals in need of accommodations.
21. The position of the Landlord is they have attempted work with the Tenant to preserve the tenancy, however the Tenant is unwilling or unable to work the Landlord. The Landlord has offered support for the Tenant which the Tenant has refused and the Landlord stated the tenancy is no longer viable as they have to consider the rights of the other tenants in the residential complex.
22. The Landlord is requesting a standard order for eviction.

Tenant submissions

23. The position of the Tenant is he has been adhering the Landlord's requests to come into compliance with his obligation to maintain the rental unit in a good stated of cleanliness.
24. The Tenant stated he is happy with the support from VHA, the service that helps address cleanliness and clutter issues in the rental unit and is slowly making progress.
25. The Tenant claims the Landlord's expectations to allow the pest control access to all four walls is unrealistic given that some of the furniture is fixed to the wall.
26. The Tenant also feels that it is not fair for the Landlord to expect the Tenant to move items, although the Tenant stated he has never asked for help.

27. The Tenant stated he did not intentionally damage the stove and his position is he was attempting to fix the stove but was unable to return the lid to its original position.
28. The Tenant denies he is consuming alcohol in the rental unit and stated he collects empty cans and keeps them in his room.

Tenant's claim for legal representation

29. During the Tenant's testimony, he stated he wished he had legal representation and stated he called aboriginal legal affairs but no one got back to him.
30. The Tenant led with insufficient evidence he had contacted legal services. His lack of details and particulars regarding dates and times he called or how often, are such that I am not persuaded the Tenant had acted. The Tenant has had ample opportunity to make inquiries for legal service since the notice of hearing was issued by the Board on Feb 4, 2026.
31. In general, I found the Tenant to be able to articulate his position and provide clearly, in his own words, his dispute regarding the Landlord's claims.
32. Although the Tenant did not raise this as a preliminary I do not find it appropriate to adjourn the hearing.
33. The Board's Interpretation Guideline 1 provides guidance on adjournment requests and has this to say about adjournment requests to allow representation:

Section 10 of the SPPA states that a party may be represented by a representative at a hearing. However, the right to representation is not absolute and an adjournment is not automatically granted when it is requested on this ground. The onus is on the party wishing to be represented to make all reasonable efforts to find a lawyer or paralegal able to represent them at the hearing once they become aware of the hearing date.
34. Further, section 183 of the RTA directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter."
35. Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.
36. I do not find that the Tenant has provided the Board with any circumstances that could be deemed "exceptional" that would force me to consider adjourning the hearing to allow the Tenant time to acquire legal representation.
37. I proceeded with the hearing and the Tenant's oral testimony.

Analysis

38. Given the Tenant's position that his rental unit is in an ordinary state of cleanliness I offered the Tenant the opportunity to turn his video camera on to provide a live view of the rental unit's current state.
39. The Tenant turned on his video camera and was able to provide a 360 degree view of the rental unit.
40. The rental unit is approximately 10 feet x 12 feet with a small kitchenette located off to the side. The rental unit contains what appears to be a single bed with a small desk station.
41. The live feed shows piles of clothes on the bed and the floor, and excessive clutter on the desk and shelves above the desk.
42. As indicated by the multiple warning letters and communication attempts with the Landlord's staff it appears the Tenant is unwilling to attempt to comply with the requirement to keep the rental unit in a state of ordinary cleanliness.
43. In my view the Landlord has been persistent in their attempts to help the Tenant comply with keeping the rental unit in a state of cleanliness and attempted to control the bed but infestation with the limited access they have been granted by the Tenant given the unpreparedness of the rental unit.
44. Although the Tenant claims he was trying to fix the stove the Landlord's video evidence clearly shows an attempt to bend the top of the stove in a way it is not designed.
45. The Tenant stated he is not consuming alcohol in the rental unit however I find it is more likely than not, that the Tenant is not just storing empty cans in his rental unit.
46. In my view I do not see a meaningful improvement in the Tenant's rental unit sine the Landlord first notified the Tenant December 20, 2024 and as I stated it appears the Tenant is unwilling to comply or seek meaningful assistance to remedy the issue.
47. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Tenant's ongoing conduct regarding the clutter in the rental unit, the failure to prepare the rental unit for pest control and the Tenant's conduct damaging the residential complex stove has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

Relief from eviction

48. The Tenant stated he believes he is making progress and can continue to do so.
49. During his testimony the Tenant stated that he had a learning disability and he had contacted aboriginal legal services but no one had gotten back to him.

50. The Landlord agent stated the Tenant had informed the Landlord staff of a potential learning disability but had not provided any specific details of this claim and the Tenant has not disclosed a concrete diagnosis.
51. In my view, the Tenant led with insufficient evidence of his disability claim regarding specifics or what accommodation he might require.
52. The Tenant stated that if he were issued a 12-month conditional order he would comply with the order to stop the conduct and comply with section 33 and seek further help through VHA and would commit to renting a vacuum weekly. Although the Tenant earlier in his testimony stated he was not consuming alcohol in the rental unit he also stated he would cease doing so.
53. The Tenant stated he has a mother that lives in the area, however residing with her is not an option. The Tenant did not provide further details as to why.
54. The Tenant stated he would need six months to find alternative housing.
55. In my view the Tenant's conduct is problematic and ongoing and the Tenant does not show a willingness to change or acknowledge the severity of his conduct.
56. The Tenant's persistent clutter is preventing the Landlord from addressing the pest issue in the rental unit which is affecting other tenants.
57. In my view a long delay of eviction is prejudicial to the Landlord and impactful on the residential complex.
58. Therefore, I find it reasonable to afford the Tenant a short delay to find alternative housing.
59. 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 postpone the eviction until May 31, 2026 pursuant to subsection 83(1)(b) of the Act.

Daily compensation

60. The Tenant was required to pay the Landlord \$865.27 in daily compensation for use and occupation of the rental unit for the period from January 16, 2026 to March 3, 2026.
61. Based on the monthly rent, the daily compensation is \$18.41. This amount is calculated as follows: \$560.00 x 12, divided by 365 days.
62. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
63. There is no last month's rent deposit.
64. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 June 1, 2026.
4. The Tenant shall pay to the Landlord \$865.27, which represents compensation for the use of the unit from January 16, 2026 to March 3, 2026.
5. The Tenant shall also pay the Landlord compensation of \$18.41 per day for the use of the unit starting March 4, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$1,051.27.
8. 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.

May 5, 2026
Date Issued

Greg Brocanier
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 December 1, 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.

