



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089460-25

In the matter of: 607, 145 STRATHMORE BLVD
TORONTO ON M4J4Y9

Between: Toronto Seniors Housing Corporation Landlord

And

Eleodoro Gaston Valdes Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Eleodoro Gaston Valdes (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 January 28, 2026.

Only the Landlord's Legal Representative, Adam Fraccaro and the Landlord's Witnesses, Nadia Juma, Danielle McMann and Ron Reyes attended the hearing.

As of 10:58 a.m., 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. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 10, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on September 15, 2025. The notice of termination contains the following allegations:

- The Tenant has failed to maintain the rental unit in a state of ordinary cleanliness; and
 - The Tenant is extinguishing cigarettes inside the rental unit causing a fire hazard.
4. The Landlord's Witness, Nadia Juma ('NJ'), is a complex housing coordinator for the Landlord. NJ testified that she inspected the rental unit on November 19, 2024 and observed that the rental unit was in a cluttered and unsanitary condition. NJ also observed burn marks on furniture and extinguished cigarette butts on the floor throughout the rental unit.
 5. NJ testified that the Tenant was connected to personal support workers through The Neighbourhood Group Community Services for the purposes of assisting the Tenant in returning the rental unit to a state of ordinary cleanliness. NJ testified that the Tenant has refused supports in cleaning the rental unit.
 6. NJ testified that subsequent inspections were conducted on December 12, 2024, February 26, 2025, June 18, 2025, June 25, 2025 and September 5, 2025 and that the condition of the rental unit has not improved.
 7. The Landlord's Witness, Danielle McMann ('DM'), who is a tenant services coordinator for the Landlord, testified that she inspected the rental unit on September 19, 2025. DM conducted an inspection of the rental unit and observed that the rental unit was in a poor state of cleanliness with cigarette butts and other debris throughout the rental unit. DM testified that cigarette butts were disposed of near piles of clothing causing a fire safety concern. DM testified that she observed feces, ashes, dirt, grime and urine on the surfaces of the bathroom. DM testified that despite the Landlord's efforts, the rental unit remained in a state of poor cleanliness and continues to be a fire safety hazard.
 8. The Landlord's Witness, Ron Reyes ('RR'), who is a senior services coordinator for the Landlord testified that he conducted an inspection on January 8, 2026 and continued to observe debris including cigarettes
 9. Photos of the rental unit from each of the inspections conducted by the Landlord were entered as evidence. The photos show that the rental unit was consistently at a clutter level of approximately 3 on the clutter scale with cigarette butts and burn marks on surfaces throughout the rental unit.
 10. Section 64 of the *Residential Tenancies Act, 2006* (the 'Act') states:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.
 11. Based on the Landlord's uncontested photo and testimony evidence, I am satisfied that the rental unit has been kept in an unclean condition, specifically there is excessive clutter and odours. I also find that the Tenant's failure to properly dispose of cigarette butts constitutes

a fire hazard and puts the entire building at serious risk. As a result, I am satisfied that the Tenant has substantially interfered with the Landlord's and other tenants' reasonable enjoyment and their lawful rights, privileges and interests.

12. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination by returning the rental unit to a state of ordinary cleanliness or ensuring safe disposal of their cigarette butts. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

N7 Notice – Serious Impairment of Safety

13. On September 10, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on September 15, 2025 with the same allegations contained above.
14. On the basis of the uncontested evidence above, I am satisfied that the way the Tenant extinguished or disposed of cigarettes causing burn marks to surfaces or having cigarette butts near clutter and combustible materials elevates the risk of fire in the unit and seriously impairs the safety of other residents in the residential complex.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.
17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. The Landlord submits that while the Tenant is 78-years-old and suffers from an alcohol addiction, given the serious impairment of safety it would be unfair to postpone or deny eviction.
19. The Landlord has been trying since 2024 to have the Tenant address the issues in this application but their efforts have not been fruitful as the Tenant has consistently refused the Landlord's efforts to connect the Tenant with supports. The rental unit remains in the same condition as when the notices of termination were served and there have been no efforts by the Tenant to correct the issues. Given the serious impairment of safety of other residents, I find that it would be unfair to postpone eviction.
20. The Tenant was not present to tell me any of their circumstances that might give rise to a reason to delay or deny eviction and I was not aware of any other circumstances that might give rise to a reason to delay or deny eviction. .

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 13, 2026.

2. If the unit is not vacated on or before May 13, 2026, then starting May 14, 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 May 14, 2026.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 14, 2026 at 4.00% annually on the balance outstanding.

May 8, 2026
Date Issued

Christopher Lin
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 November 14, 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.