



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-080249-25

In the matter of: 3, 419 OTTAWA ST S
KITCHENER ON N2M3P3

Between: YASMIN HIRANI Landlord

And

TERRY BOONE Tenants
SANDY LESLIE

YASMIN HIRANI (the 'Landlord') applied for an order to terminate the tenancy and evict TERRY BOONE and SANDY LESLIE (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;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

YASMIN HIRANI (the 'Landlord') also applied for an order requiring TERRY BOONE and SANDY LESLIE (the 'Tenants') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on January 21, 2026.

The Landlord, the Landlord's Agent, Yasin Hirani, the Landlord's Legal Representative, Elizabeth Anani and the Tenants attended the hearing.

Determinations:

Preliminary Issue – Tenants' Adjournment Request

1. At the hearing, the Tenants sought an adjournment to seek legal representation. The Tenants stated they did not receive the notice of hearing until December 21, 2025. The Tenants testified that upon receiving the notice of hearing, they attempted to obtain legal representation but were unable to connect with their community legal aid clinic until after the new year due to the holidays. The Tenants submit that their local legal aid clinic advised that given the close date of the hearing, the clinic was unable to represent.
2. The Landlord's Legal Representative opposed the adjournment request, stating that there was serious prejudice to the Landlord's ability to ensure the unit as a result of the Tenants' conduct.
3. When considering the adjournment request, the Board's Rules state that I must consider the following factors:
 - The reason for the adjournment and the position of the parties;
 - The issues in the application;
 - Any prejudice that may result from granting or denying the request;
 - The history of the proceeding including other adjournments or rescheduling;
 - The LTB's obligation 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 be heard on the matter.
4. Section 10 of the *Statutory Powers Procedure Act* (the 'SPPA'), states that a party may be represented by a representative at the hearing. However, as noted in the Board's Interpretation Guideline 1,

...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 steps to find a lawyer or paralegal able to represent them at the hearing once they become aware of the hearing date.
5. The Tenants testified at the hearing that they were aware of the allegations in the N5 notice as early as July 2025 but waited until they received the notice of hearing in December 2025 to seek legal representation. The Tenants testified they reached out to their legal aid clinic but there was no evidence that the Tenants had reached out to any other legal representatives to represent them at the hearing and there was no evidence before me that they could not have retained alternative representation.
6. I was also mindful of the fact that the Landlord's allegations are serious that due to the damage and the Tenants' conduct in maintaining the rental unit, the Landlord is experiencing difficulty insuring the rental unit.
7. Given the seriousness of the allegations, the fact that the Tenants have had approximately a month to seek legal representation, and there was no indication that the Tenants took any steps besides reaching out to their legal aid clinic for assistance, I was not satisfied that an adjournment was warranted in the circumstances.

8. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, I find that it would not be unfair to grant relief from eviction subject to the conditions set out below.
9. The Tenants were in possession of the rental unit on the date the application was filed.
10. On August 18, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served on August 23, 2025. The notice of termination alleges that the Landlord entered the rental unit on April 14, 2025 to perform a unit inspection and observed “deficiencies and damage” that required repair, including damage to the driveway which the Landlord incurred costs of \$1,130.00 to repair. The Landlord also alleges that due to alleged deficiencies observed by an insurance inspector, the Landlord’s former insurer cancelled the Landlord’s insurance. An attached report from HD Mutual Insurance Company dated May 12, 2025, notes poor housekeeping or cleanliness and hoarding which causes a fire hazard, extension cord use causing a fire hazard and a main entrance door that does not comply with building code.

Substantial Interference with Landlord’s Lawful Rights, Privileges or Interests

11. The Landlord testified that due to the fire hazards in the rental unit, her insurance of the rental unit was cancelled effective June 25, 2025.
12. The Landlord testified that she returned to the rental unit on January 12, 2026, to inspect the unit. The Landlord testified that the rental unit remains cluttered with items piled high on the floors and surfaces of the rental unit causing a fire hazard. The Landlord entered into evidence photos of the rental unit which show that the rental unit remains cluttered with items piled high along walls and on top of furniture throughout the rental unit including blocking means of egress. The Landlord’s photos show that combustible items such as bottles of alcohol, and other flammable substances are strewn across the rental unit causing a fire hazard.
13. The Tenants testified that they have removed combustible items including propane tanks, gas cans and other flammable items from the balcony, and this was supported by the Landlord’s photo evidence, which did not contain any images of the combustible items on the balcony. The Tenants also testified that they have been attempting to clean the rental unit since receiving the notice.
14. The Landlord also testified that the Tenants had caused damage to the driveway. However, it was undisputed that after filing the application, the Tenants paid the \$1,130.00 to the Landlord to repair the driveway of the rental unit. Given the Tenants have agreed and paid the compensation for the alleged damage, I did not consider the claim for compensation for damage.
15. Based on the evidence before me, I was satisfied that the Tenants have failed to maintain the rental unit in a state of ordinary cleanliness and clear of fire hazards and that this has substantially interfered with the Landlord’s lawful rights, privileges or interests.
16. The Tenants did not stop the conduct or activity within seven days after receiving the N5 notice of termination by returning the rental unit to a state of ordinary cleanliness and by

removing clutter from the rental unit. . Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

17. Further, the Tenants did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenants did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. 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 continues if the Tenants meet the conditions set out below.
2. On or before May 31, 2026, the Tenants shall return the rental unit to a state of ordinary cleanliness by doing the following:
 - a. Removing any combustible items such as propane tanks from the balcony and the interior of the rental unit;
 - b. Reducing the level of clutter in the unit;
 - c. Clearing all pathways to exits and windows and ensuring pathways are clear of any obstructions that might block any means of egress;
 - d. Ensuring that items are stacked securely and organizing belongings and removing any unnecessary items such as bottles and cans; and
 - e. Restoring the rental unit and balcony to a state of ordinary cleanliness;
3. If the Tenants fail to comply with the conditions set out in paragraph 2 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.

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 Tenants expires on November 20, 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.