



Order under Section 69 Residential Tenancies Act, 2006

Citation: OEF VILLAGE GREEN L.P v ANDRADE, 2026 ONLTB 37561

Date: 2026-05-15

File Number: LTB-L-008130-26

In the matter of: 202, 50 ALEXANDER ST
TORONTO ON M4Y1B6

Between: OEF VILLAGE GREEN L.P

Landlord

And

JAMES ANDRADE

Tenant

OEF VILLAGE GREEN L.P (the 'Landlord') applied for an order to terminate the tenancy and evict JAMES ANDRADE (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 May 7, 2026. The Landlord's Agents, Maria Grgeljeli ('MG') and Radhika Bansal ('RB'), Represented by Geoff Paine, attended the hearing.

The Tenant signed in. However, the Tenant disconnected at 9:53 a.m. and did not return. Therefore, the hearing proceeded in the Tenant's absence at 10:38 a.m., 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 shall continue subject to conditions.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 13, 2026, the Landlord gave the Tenant an N5 notice of termination alleging that the Tenant failed to keep their rental unit in a state of ordinary cleanliness.
4. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The Landlord inspected the rental unit on January 9, 2025, and issued the Tenant an N5 notice. The Landlord re-attended the rental unit on January 21,

2026. Although somewhat tidier, the rental unit still fell below the standard of ordinary cleanliness. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. RB is the assistant property manager. She conducted the unit inspections and took the photos submitted into evidence. Her evidence is that the rental unit has a foul odour, had dirt and grime throughout, particularly the floors and walls. The rental unit also has pests, such as fruit flies, which can be attributed to the Tenant's lack of cleanliness. Pest control refuses to service the rental unit because of the unsanitary conditions. Garbage is stored in an open paper bag rather than in a garbage can.
7. MG also testified. She is the property manager for the rental complex. She states that she has had to move neighbouring tenants into other vacant rental units because of their complaints about the odour emanating from the Tenant's rental unit. She has also had other prospective tenants who have decided not to rent because of the odour. The Landlord offered to hire professional cleaners for the Tenant, but the Tenant denied these services saying they could do it themselves. MG also states that the problem has worsened. An inspection done April 30, 2026, shows the floors, walls and ceiling are still quite dirty and the odour is still prevalent.
8. Based on the photographs and testimony of RB and MG, I am satisfied, on a balance of probabilities, that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant by failing to keep their rental unit in a state of ordinary cleanliness contrary to s.33 of the Act. A reasonable tenant knows, or ought to know, that they must keep their rental clean, properly dispose of waste, and wash floors, walls, as needed.
9. 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. The Tenant is between 50 – 60 years of age and has been living in the rental unit for 20 years. The Landlord seeks a termination of the tenancy with an extended termination date.
10. In *Langford v Phipps*¹, the Divisional Court stated: "The tenancy agreement, by statute, creates somebody's home. To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue."
11. I accept the Landlord has experienced prejudice as neighbouring tenants have been relocated and other prospective tenants have declined the unit based on the odour. However, when I consider the Divisional Court's guidance in *Langford*, the Tenant's age and the length of the tenancy, and the attempt the Tenant made to bring the rental unit into compliance, although admittedly still falling below the standard of ordinary cleanliness, I am satisfied that a conditional order subject to strict conditions appropriately considers the

¹ *Langford v Phipps*, [1992] OJ No. 4184 (Ont. Gen. Div.)

prejudice to the Landlord while affording the Tenant a final opportunity to preserve their tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall, for the duration of the tenancy commencing August 1, 2026, maintain the rental unit within a standard of ordinary cleanliness and housekeeping, including but not limited to, by ensuring:
 1. Dirty dishes are washed daily.
 2. Garbage is bagged and disposed of in an appropriate garbage receptacle daily and not left open or uncovered.
 3. Floors are swept, mopped, or vacuumed weekly.
 4. Open food is stored in the refrigerator daily.
 5. Decaying food is disposed of in the garbage daily.
 6. Garbage which has accumulated in the rental unit is disposed of in the appropriate area (such as a garbage chute or garbage room) at least once each week, or whenever the garbage bag is full, whichever comes first.
3. The Tenant shall cooperate with the Landlord's efforts to bring the rental unit into compliance, including, but not limited to, allowing professional cleaning services to attend the rental unit and provide cleaning services.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 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 Tenant. 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 Tenant.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16 27, 2026 at 4.00% annually on the balance outstanding.

May 15, 2026
Date Issued

Jane Dean
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.