



Order under Section 69 Residential Tenancies Act, 2006

Citation: Scaffidi Argentina v Brewer, 2026 ONLTB 38712

Date: 2026-05-20

File Number: LTB-L-032555-26

In the matter of: 5, 580 LISGAR ST
OTTAWA ON K1R5H7

Between: Mike Scaffidi Argentina Landlords
Carmen Scaffidi Argentina

And

Ryan Brewer Tenant

Mike Scaffidi Argentina and carmen Scaffidi Argentina (the 'Landlords') applied for an order to terminate the tenancy and evict Ryan Brewer (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 Landlords or another tenant.

This application was heard by videoconference on May 11, 2026.

Only the Landlords and the second-named Landlord's support person (wife), Sheila Argentina, attended the hearing.

As of 1:00 p.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 Landlords' evidence.

Determinations:

1. As explained below, the Landlords have proven, on a balance of probabilities, the grounds for termination of the tenancy. Therefore, the tenancy between the Landlords and the Tenant is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is located in the basement of a building housing five residential units.
4. On April 3, 2026, the Landlords gave the Tenant an N5 notice of termination alleging that an accumulation of garbage and unsanitary conditions in the unit led to a foul odour in the unit

which was permeating other areas of the residential complex and substantially interfering with other tenants' reasonable enjoyment of their units and the residential complex.

5. The Landlord, Mike Argentina ('MA') testified that on March 29, 2026, he received complaints from other tenants in the building about an awful smell emanating from the Tenant's unit. When the Landlords inspected the unit on April 2, 2026, the smell was so strong that they had to wear masks and called police, believing the unit may have been a crime scene. Although that turned out not to be the case, MA stated that the unit was overflowing with garbage and filth. The Landlord's produced photographs taken during their inspection confirming the state of the unit [Doc 7770162].
6. Given that the Landlords served the N5 notice on the Tenant on April 3, 2026, the Tenant has seven days, from April 4 to 10, 2026 (i.e. the 'voiding period') to remove the garbage and clean the unit.
7. On April 11, 2026, the Landlords inspected the unit. They produced photographs of the unit taken by them that day [Doc 7770100] which confirm that the Tenant had taken no steps to remove the garbage or clean the unit.
8. MA stated that the Tenant does not return any telephone calls or text messages from the Landlords. His rent, which was paid directly to the Landlords by ODSP, has now been redirected to someone else at the Tenant's request.
9. Based on the Landlords' uncontested evidence, I am satisfied that the Tenant did not stop the conduct or activity 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).
10. I find that the Tenant's behaviour, namely the accumulation of garbage and failure to clean the unit, has substantially interfered with the Landlords lawful rights, privileges and interest and other tenants' reasonable enjoyment of their units and the residential complex.
11. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

Relief from eviction

13. 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. The Tenant did not attend the hearing to provide any evidence of his circumstances.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords 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 Landlords on or after June 1, 2026.
4. The Tenant shall pay to the Landlords \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlords 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 20, 2026
Date Issued

Karen Gonçalves
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.