



Order under Section 69 Residential Tenancies Act, 2006

Citation: Forward Living Group v Chartrand, 2026 ONLTB 38818

Date: 2026-05-15

File Number: LTB-L-004641-26

In the matter of: 1, 20 WEICHEL ST
KITCHENER ON N2M2A6

Between: Forward Living Group Landlord

And

Valerie Jean Chartrand Tenant

Forward Living Group (the 'Landlord') applied for an order to terminate the tenancy and evict Valerie Jean Chartrand (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 April 23, 2026.

Only the Landlord's property manager, Fizyn Jenkins, and the Landlord's legal representative, David Ciobotaru, attended the hearing.

As of 9:30am, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 6, 2026, the Landlord gave the Tenant an N5 notice of termination which alleges that the Tenant's rental unit is cluttered with belongings.

4. The Tenant did not correct their behaviour or de-clutter the rental unit within seven days after receiving the N5 notice of termination. At the hearing, the Landlord provided multiple pictures of the rental unit to establish that the Tenant failed to de-clutter and clean the unit within the seven day voiding period. Based on the evidence before me, I am therefore satisfied that 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's property manager, 'FJ', says that they conducted an initial inspection of the rental unit in December 2025. During this initial inspection, FJ says that they found the rental unit was overcrowded with belongings and they were unable to access certain rooms in the unit.
6. FJ says they conducted a second inspection on January 6, 2026, and found the rental unit in a similar cluttered state. FJ says they served the Tenant with the N5 notice based on the state of the rental unit on January 6, 2026.
7. At the hearing, the Landlord provided numerous pictures that were taken during the January 6th inspection. The pictures establish that several areas of the rental unit contain piles of belongings up to approximately shoulder height. These pictures also confirm numerous areas of clutter throughout the kitchen, on almost all surface areas and in piles throughout the unit.
8. FJ says they conducted a third inspection on January 14, 2026, and found that the Tenant had failed to clear out any of their belongings or clutter. At the hearing, the Landlord provided several pictures that were taken inside the rental unit during the January 14th inspection. The Landlord's pictures establish that one of the bedroom doors is entirely blocked with belongings that are piled well above shoulder height. FJ says they were unable to enter this room because it was completely blocked with clutter. The Landlord's pictures also establish that the hallway, living room and kitchen were still piled with clutter and belongings.
9. Based on the evidence before me, I am satisfied that the Tenant has substantially interfered with the Landlord's lawful right, privilege or interest by failing to de-clutter the rental unit. The Landlord has established that the rental unit is completely full of belongings and I am satisfied that these belongings represent a fire hazard and an unsafe condition inside the rental unit. As I am satisfied that the Tenant has breached their legal obligations, the Landlord's application must be granted.
10. The Tenant was required to pay the Landlord \$3,184.20 in daily compensation for use and occupation of the rental unit for the period from January 27, 2026 to April 23, 2026. At the hearing, the Landlord confirmed that the Tenant has paid all outstanding arrears and their account is currently at a zero balance.
11. Based on the monthly rent, the daily compensation is \$36.60. This amount is calculated as follows: \$1,113.15 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

14. have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). In particular, although it appears that the Tenant is storing a collapsible wheelchair in the rental unit, the Landlord says the Tenant does not have mobility issues or any disabilities which would warrant delaying or denying this eviction. Based on the evidence before me, and after considering all of the circumstances, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 26, 2026.
2. If the unit is not vacated on or before May 26, 2026, then starting May 27, 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 27, 2026.
4. The Tenant shall pay the Landlord compensation of \$36.60 per day for the use of the unit starting May 27, 2026, until the date the Tenant moves out of the unit.
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 May 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the balance outstanding.

May 15, 2026
Date Issued

Laura Hartslief
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 27, 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.