



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-016459-26-SA

In the matter of: 1135, 17 BRIMLEY RD
SCARBOROUGH ON M1M3T8

Between: Toronto Seniors Housing Corporation Landlord

And

William Murray Walton Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict William Murray Walton (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on August 25, 2025 with respect to application LTB-L-025729-25.

The Landlord's application was resolved by order LTB-L-016459-26, issued on March 2, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-016459-26.

This motion was heard by videoconference on April 8, 2026, to which the parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Roxanne Theriault.

The Landlord's Legal Representative, Adam Fraccaro, the Tenant's Legal Representative, Janet Brakohiapa and the Tenant were present.

As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

It is ordered on consent that:

1. The motion to set aside Order LTB-L-016459-26, issued on March 2, 2026, is granted.
2. Order LTB-L-016459-26, issued on March 2, 2026, is set aside and cannot be enforced.

3. The previous order issued on August 25, 2025, with respect to LTB-L-025729-25 is amended as follows: For the next 24 consecutive months from April 8, 2026, the Tenant shall:
4. The Tenant must bring the unit and maintain it for the duration of this agreement to a clutter level of 3 or below throughout the rental unit and balcony (clutter level is determined by the International OCD Foundation – Clutter Image Scale). The Tenant must bring the Rental Unit to a clutter level of 3 or below, throughout the Rental Unit and balcony, on or before May 31, 2026. After which, the Tenant must maintain a clutter level of 3 or below throughout the rental unit and balcony (clutter level is determined by the International OCD Foundation – Clutter Image Scale).
5. The Tenant must maintain general and ordinary cleanliness, organization and housekeeping throughout the Rental Unit. This includes, but is not limited to:
 - a. Washing dirty dishes regularly.
 - b. Garbage is bagged and disposed of in the appropriate garbage receptacle regularly.
 - c. Floors are swept, mopped, or vacuumed on a regular basis.
 - d. Open food is stored in the refrigerator regularly.
 - e. Decaying food is disposed of in the garbage on a regular basis.
6. The Tenant is to ensure that Pathways throughout the unit are always free and clear of clutter. The Entrance to the rental unit must not be obstructed by belongings, restricting access to the rental unit. The Tenant shall not install, mount, place, or stack any possessions which will block any pathways or means of exit or create a fire hazard.
7. The Tenant shall not refuse access to the Rental Unit for the purpose of pest control treatments and must adequately prepare the Rental Unit for pest control treatments required or ordered by the Landlord.
8. The Tenant must dispose of smoking materials in the proper receptacles, like an ashtray, and must not extinguish smoking materials on the floor, furniture, windowsills, heating unit/vents, etc.
9. The Tenant is not to store combustible materials in front of, or on top of the Stove within the Rental Unit. This includes, but is not limited to, paper, cardboard, packaging, plastic and cloth.
10. The Tenant must not allow any activity, or permit any conditions to exist in the Rental Unit that may create a fire hazard or health hazard. This includes but it is not limited to, storing flammable material within the Rental Unit, such as gasoline.
11. The Tenant's personal possessions shall not be stacked above his shoulders, in and along the walls in the rental unit or balcony.
12. If the Tenant fails to comply with the conditions set out in paragraphs 1 through 12 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 giving notice to the Tenant.

13. In the event of an identified breach by the Landlord, the Landlord agrees to notify the Tenant's Support Worker of that breach and provide 7-calendar days to take steps to rectify that breach. If steps are not taken to rectify the breach in 7-calendar days, the Landlord may file an application to the LTB to Terminate the Tenancy subject to section 78. If there are changes to the Tenant's Social Worker. The Tenant is to notify the Landlord of that change as soon as possible thereafter.
14. The Tenant shall pay to the Landlord \$186.00 for the cost of file the previous application LTB-025729-25 on or before July 31, 2026.
15. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

May 15, 2026
Date Issued

Roxanne Theriault
Hearings Officer, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.