



Order under Section 69 Residential Tenancies Act, 2006

Citation: Minto Apartment Limited Partnership on behalf of the Registered Owners v Burnie,
2026 ONLTB 39276

Date: 2026-05-20

File Number: LTB-L-002066-26

In the matter of: 905, 66 OAKMOUNT RD
TORONTO ON M6P2M8

Between: Minto Apartment Limited Partnership on behalf of the Registered Owners Landlord

And

Erik Burnie Tenant

Minto Apartment Limited Partnership on behalf of the Registered Owners (the 'Landlord') applied for an order to terminate the tenancy and evict Erik Burnie (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 Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

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 6, 2026.

The Landlord's Agent, Karen Jones, the Landlord's Legal Representative, Martin Zarnett, the Landlord's Legal Representatives student-at-law, Pavel Shetra, and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application, however I find that it is appropriate in all of the circumstances to grant relief from eviction to the Tenant under s. 83(1) of the Residential Tenancies Act, 2006 (the 'Act'). Therefore, the tenancy between the Landlord and the Tenant will continue subject to the conditions outlined below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenancy began on October 1, 2012.
4. ON December 12, 2025, the Landlord gave the Tenant an N5, N6, and N7 notice of termination, deemed served on December 17, 2025. The notices of termination contain an identical schedule "A", however, with separate allegations for each notice.
5. The a voidable N5 Notice of Termination ("N5 notice") to end the tenancy alleged the Tenant or someone visiting or living with the Tenant had substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful rights, privileges, or interests of the Landlord or another person, by failing to keep the rental unit in a state of ordinary cleanliness and thereby exposing the Landlord to liability with respect to the Landlord's obligation to keep the residential complex in a good state of repair and in compliance with health, safety, housing and maintenance standards, and the keeping the rental unit in such state of uncleanness and clutter would impact the containment of a fire, if one were to occur. Furthermore, the state of the rental unit would have an adverse effect on attempts to suppress a fire, if one were to occur, and puts the Landlord at jeopardy of noncompliance with provision of the *Fire Protection and Prevention Act*, and being charged with offences under said legislation.
6. Subsection 64(1) of the Act states:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

7. Based upon the evidence of the Landlord's Witness, Karen Jones, and the Tenant, I find on a balance of probabilities that the acts alleged in the N5 notice were committed by the Tenant, and/or by others the Tenant permitted in the residential complex. The Landlord's Legal Representative and the Landlord's Witness evidence was that these acts substantially interfered with the other tenants and the Landlord. I therefore find on a balance of probabilities that the acts substantially interfered with the Landlord and other tenant's reasonable enjoyment of the residential complex.
8. The Landlord's witness testified that the rental unit was in an extreme state of uncleanness, and the Landlord's Witness, Karen Jones, (KJ) testified and submitted documentary evidence that this was still the case as of the date of this proceeding, and

this was the first time the parties appeared in front of the Board regarding the aforementioned issues during the tenancy.

9. KJ further testified, even though the Tenant's rent was up to date the Tenant made no efforts to connect with the Landlord or any agencies to support him.
10. The Tenant testified that he would clean up the rental unit by May 31, 2026, with the assistance of family, friends and retaining a private cleaning service, as he had the financial means to do so. The Tenant further testified, the reason for the state of uncleanliness of his rental unit was he was dealing with his father's illness which had caused him some mental health issues as of late, and he regrets not seeking assistance earlier.
11. The Tenant further testified after his cleanup the rental unit would be at a clutter level 1 or 2 on the **Hoarding Centre Clutter Image Rating Scale**, and he would welcome monthly inspections going forward by the Landlord.
12. A notice under section 64 is an initial "voidable", meaning that the Tenant had seven days to cease the behaviour outlined in the notice, and therefore render the N5 in effective to terminate the tenancy.
13. Based on the evidence before the Board, on a balance of probabilities, I find that the N5 was not voided.
14. Moreover, based on the evidence before the Board, on a balance of probabilities, I find that the Tenant's state of their rental unit as outlined in the Landlord's N5 notice, substantially interfered with the Landlord's or another tenant's reasonable enjoyment of the residential complex and another tenant's lawful rights, privileges or interests.
15. The N6 notice alleged the actions and or omissions (the state of uncleanliness and excessive clutter) of the Tenant, Tenant's guests and or occupants of the rental unit constitute an illegal act and are contrary to the provisions of the *Fire Protection and Prevention Act*.
16. The N7 notice allege the actions and or omissions (the state of uncleanliness and excessive clutter) of the Tenant, Tenant's guests and or occupants of the rental unit seriously impair the safety of other tenants and the Landlord in the residential complex.
17. Based on the evidence before me, I am satisfied that the Tenant engaged in the conduct as detailed in the N6 Notice and N7 Notice and, as such has committed an illegal act at the residential complex and the further the Tenant has seriously impaired the safety of another person or the Landlord in the residential complex.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord sought an eviction and the Tenant sought a conditional order, and having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I 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.

20. The Act is remedial legislation, and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

“To put somebody out of their home must, in my view, call for clear and compelling circumstances that it’s no longer possible for the arrangement to continue.”

21. This order, with specific conditions that are required for the Tenant to comply with to continue their tenancy.
22. The Tenant must choose between keeping his home by complying with the conditions of this order, or he could inevitably face eviction and have to relocate.
23. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
24. This order contains all of the reasons for the decision within it and no further reasons will be issued.

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 restore the rental unit to a safe, clean and reasonable living condition by May 31, 2026, including but not limited to:
 - a) No combustible items near or on the stove
 - b) Reduce the amount of combustible material/excessive clutter in the unit to a level 3 or less on the Hoarding Centre Clutter Image Rating Scale (e.g., rooms can be used for their intended purpose).
 - c) Pathways must be clear to all exits and windows and of a minimum clearance of 1 meter.
 - d) Egress pathways must be clear of any obstructions from the floor to the ceiling to provide a safe means of egress for emergency responders.
 - e) Stacked items are stacked securely and are not stacked higher than approximately 4 feet.
 - f) All exits and entranceways to the unit must be clear and accessible – e.g., all unit doors are able to open all the way.
 - g) All rooms kept in a reasonable state of cleanliness.

3. The Landlord will provide the Tenant with 24 hours' notice and will inspect the rental unit and all rooms in the rental unit after May 31, 2026, to assess compliance with paragraph 2.
4. The Tenant, once served proper notice of entry, will not deny access to the rental unit or otherwise impede the Landlord's ability to inspect the rental unit.
5. Beyond May 31, 2026, and for a period of one year, specifically June 1, 2026, to May 31, 2027, the Tenant agrees to maintain the rental unit in a safe, clean and reasonable living condition and free from clutter in accordance with the standards as outlined above.
6. The Tenant will allow the Landlord to conduct quarterly inspections to assess compliance with paragraph 5, after receiving proper notice pursuant to the Act.
7. If the Tenant fails to comply with the conditions set out in paragraphs 2, 3, 4, 5, and 6 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.
8. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
9. If the Tenant does not pay the Landlord the full amount owing on or before May 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 26, 2026, at 4.00% annually on the balance outstanding.

May 20, 2026
Date Issued

Panagiotis P. Roupas
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.