



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105908-25

In the matter of: 1204, 600 JOHN ST N
HAMILTON ON L8L4S3

Between: Interrent Holdings Manager LP Landlord

And

Erin Donovan Tenant

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Erin Donovan (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 March 25, 2026.

Only the Landlord's Legal Representative Daniel Abraham attended the hearing.

As of 9:53 a.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 Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination- Substantial interference

On November 25, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on November 25, 2025, with a termination date of December 15, 2025. The notice of termination contains the following allegations:

- March 5, 2025 – The Landlord inspected the Unit and found it unsanitary and cluttered, with garbage, rotten food, and obstructed pathways. The Tenant stated medical issues prevented proper upkeep. The Landlord hired a contractor to clean the Unit and reminded the Tenant of their responsibility to maintain cleanliness.
 - May 20, 2025 – A follow-up inspection revealed renewed accumulation of garbage and clutter, again obstructing pathways and creating a fire hazard. The Landlord hired a contractor to clear the Unit.
 - November 17, 2025 – A wellness check was conducted after packages accumulated outside. Police forced entry due to obstructions and found the Unit in a similarly cluttered and unsanitary condition. The Tenant stated they had arranged for cleaning assistance.
4. The Board heard testimony from Jennifer Kraus-Hopf (Property Management) and Matthew Rathay (Contractor). Their evidence was found to be credible, detailed, and corroborated by an extensive evidence package.
 5. Ms. Kraus-Hopf conducted eight inspections between November 2025 and March 2026. She observed a persistent state of unsanitary conditions, specifically:
 - Strong, offensive odours of rotting food and garbage.
 - Accumulation of cardboard and debris that obstructed normal access to the living room and entrance.
 - The presence of flies and conditions that posed a significant pest infestation risk.
 6. Mr. Rathay, who attended for remediation, confirmed the unit required professional intervention. He testified to finding:
 - Food debris embedded in floor surfaces.
 - Excessive "hoarding-like" accumulation of cardboard.
 - Repetitive cleanup requirements, noting that conditions often regressed immediately following prior cleaning attempts.
 7. I find that the Landlord's photographs (specifically pages 3, 7–23, and 63) clearly demonstrate a unit in a state of "extreme untidiness" that transitioned into a health and safety hazard. The conditions were not temporary; they remained substantially unchanged despite the Landlord's repeated interventions and formal communications in December 2025.
 8. I therefore find that the Tenant substantially breached their obligation under section 33 of the Act to maintain ordinary cleanliness. This was not a matter of minor clutter or ordinary housekeeping standards. The condition of the unit created legitimate health and safety concerns, interfered with property management, increased pest risk to neighbouring units, and required repeated professional remediation.
 9. I further find that the conduct was serious, ongoing, and repeated over a period exceeding five months despite multiple interventions by the Landlord. The Landlord attempted

progressive compliance rather than immediate termination by arranging cleanups, issuing reminders, conducting repeated inspections, and providing opportunities for correction. Those efforts were unsuccessful.

10. The Tenant did not stop the conduct or correct the omission within seven days after service of the first N5 notice as required by subsection 64(3) of the Act. Specifically, after the March 5, 2025, inspection and cleanup, the same conditions reoccurred and were again documented on May 20, 2025. Following further intervention, the same unsafe and unsanitary conditions remained present during the November 17, 2025, wellness check and continued through repeated inspections between November 2025 and March 2026. I therefore find that the Tenant did not void the N5 notice in accordance with the Act.
11. The repeated nature of the conduct is significant. This was not a single incident corrected after notice. Rather, the evidence demonstrates a continuing inability or unwillingness to maintain minimum cleanliness standards necessary for safe occupancy of the rental unit and protection of the residential complex.
12. The Landlord also seeks compensation for remediation costs directly caused by the Tenant's breach. The Landlord filed contractor invoices and estimates totaling \$2,200.00, consisting of \$1,500.00 for the initial professional cleanup and \$700.00 for subsequent contractor attendance and remediation. I accept these amounts as reasonable, necessary, and directly caused by the Tenant's failure to maintain the unit. These were not ordinary maintenance costs, but extraordinary expenses incurred solely because professional intervention became necessary.
13. Daily compensation, NSF charges, rent deposit

The Tenant was required to pay the Landlord \$7,696.00 in daily compensation for use and occupation of the rental unit for the period from December 16, 2025, to March 25, 2026, less any amounts paid.
14. Based on the monthly rent, the daily compensation is \$76.96. This amount is calculated as follows: \$2,340.82 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$2,294.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$73.72 is owing to the Tenant for the period from November 22, 2024 to March 25, 2026.
17. I have carefully considered all of the circumstances under section 83 of the Act, I accept the submission from Mr. Abraham that the Tenant may experience mobility limitations and may face personal challenges affecting housekeeping and day-to-day maintenance. I also accept that eviction is a serious remedy with significant consequences.
18. However, section 83 requires balancing both the Tenant's circumstances and the prejudice to the Landlord and the residential complex. In this case, the evidence demonstrates

substantial and ongoing risk to health and safety, including pest infestation concerns, fire hazards from blocked pathways, unsanitary conditions involving rotting food and waste, and repeated contractor intervention. These conditions affect not only the Tenant's unit but create legitimate risks for neighbouring units and the integrity of the building as a whole.

19. The Landlord provided repeated opportunities for compliance over an extended period and pursued progressive intervention before seeking eviction. The Tenant was given multiple chances to remedy the issue, including professional cleanups paid by the Landlord, repeated inspections, reminders of obligations, and formal notice. Despite those opportunities, the conditions persisted substantially unchanged.
20. I find that refusing eviction would unfairly prejudice the Landlord and would be inconsistent with the Landlord's obligation to maintain the residential complex for all occupants. The ongoing health and safety risks outweigh the basis for denying eviction entirely.
21. However, I also find that some delay of eviction is appropriate to reduce hardship and permit the Tenant a reasonable opportunity to arrange alternate accommodation and supports. Mr. Abraham specifically requested additional time. In the circumstances, I find that postponing eviction until June 30, 2026, appropriately balances fairness to both parties.

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 June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$7,696.00, which represents compensation for the use of the unit from December 16, 2025, to March 25, 2026, less any amounts paid.
5. The Tenant shall also pay the Landlord compensation of \$76.96 per day for the use of the unit starting March 26, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall pay the Landlord \$2,200.00, for clean up fees and subsequent contractor attendance.
7. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$2,367.72 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. The total amount the Tenant must pay the Landlord is \$7,714.28, less any amounts paid.
10. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

May 21, 2026
Date Issued

Anthony Bruno
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 January 1, 2027 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.