



**Amended Order
Order under Section 78(11)
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act**

File Number: LTB-L-025123-26-SA-AM

In the matter of: 204, 25 WEST LODGE AVE
TORONTO ON M6K2T2

Between: Toronto Seniors Housing Corporation Landlord

And

Luis Vasquez Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Luis Vasquez (the 'Tenant') because the Tenant did not meet a condition specified in the with respect to application LTB-L-020792-25-SA.

The Landlord's application was resolved by order LTB-L-025123-26, issued on March 27, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-025123-26.

This motion was heard by videoconference on May 12, 2026.

The Landlord's Representative, Adam Fraccaro, the Tenant's Representative, Matthew Lam, the Tenant, and the Tenant's Supports, Jacqueline Vasquez and Radha Rokaya attended the hearing.

This amended order is issued to correct clerical errors in the order issued on May 19, 2026.

The parties before the LTB consented to the following order:

It is ordered on consent that:

1. The motion to set aside Order LTB-L-025123-26, issued on March 27, 2026, is granted.
2. Order LTB-L-025123-26, issued on March 27, 2026, is set aside and cannot be enforced.

3. The order issued on July 28, 2025, with respect to LTB-L-020792-25-SA, is cancelled and replaced as follows:
4. Beginning on May 12, 2026, and for a period of 2 years thereafter the following conditions apply to the tenancy:
5. The Tenant shall bring the unit to and maintain the unit in a reasonable and ordinary state of cleanliness defined as a clutter level of 3 or below throughout the rental unit and balcony. Clutter level is determined by the Clutter Image Rating Scale attached hereto as Schedule A.
6. The Tenant must maintain the rental unit in a reasonable and ordinary state of organization, cleanliness, and general housekeeping and keep the rental unit free from foul odours. 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; and
 - f) All rooms within the rental unit can be used for their intended purpose.
7. The Tenant consents to monthly rental unit inspections, if necessary, by the Landlord. The Landlord shall provide the Tenant 48-hour notice to the Tenant, and the Tenant's daughter, Jacqueline **Vaaquez Vasquez** by email at **jacquelinevaqz26@yahoo.com** **jacquelinevsqz26@yahoo.com**.
8. All pathways throughout the unit must be free and clear of clutter and at least 1 meter wide. Entrances and exits to the rental unit must not be obstructed by belongings that would restrict access to the rental unit. The Tenant shall not install, mount, place, or stack any possession which will block any pathways or means of entrance or exit or create a fire hazard.
9. The Tenant's personal possessions shall not be stacked above 1 meter high in and along the walls of the rental unit or balcony.
10. The Tenant is to keep the area in front of and on top of the stove free from combustible items.
11. The Tenant is to keep open and running faucets supervised at all times and is not to leave the rental unit while any faucets is open and running.
12. Except when in the actual process of moving possessions in and out of the rental unit, the Tenant is not to bring, keep, or store any items in the common area hallways of the residential complex, or otherwise obstruct passage in the common area hallways.

13. The Tenant is not to tamper with life safety devices, in any way, within the rental unit or residential complex. This includes but is not limited to smoke alarms, fire alarms, window screens, or carbon monoxide detectors.
14. In the event of a breach of any one of paragraphs 5 through 13 above, the Landlord shall notify the Tenant's daughter, Jacqueline Vasquez via email at jacquelinevsqz26@yahoo.com and the Tenant's Representative, Parkdale Community Legal Services via email at LT@parkdalelegal.org of the breach and provide 7-calendar days for that breach to be rectified.
15. If the Tenant fails to comply with the conditions set out in paragraphs 5 through 13 of this order, and that breach was not rectified within 7 calendar days of notifying the Tenant's daughter and Legal Representative, 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 on notice to Parkdale Community Legal Services, via email at LT@parkdalelegal.org, and notice is to be made within 48-hours of filing that application.

May 19, 2026
Date Issued

Nicole Pedron
Member, Landlord and Tenant Board

May 25, 2026
Date Amended

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.