



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

File Number: LTB-L-081071-25-SA-RV

In the matter of: C, 179 WOODRIDGE CRES
NEPEAN ON K2B7T2

Between: Ferguslea Properties Limited Landlord

And

Lourdes Jasmire Gaetan Tenant

Ferguslea Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Lourdes Jasmire Gaetan (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 July 30, 2025 with respect to application LTB-L-058796-24.

The Landlord application was resolved by order LTB-L-081071-25, issued on October 6, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-081071-25.

The first set aside hearing was scheduled on November 28, 2025, however the Tenant was experiencing technical issues and could not participate.

The second set aside hearing was heard on March 2, 2026. The Tenant did not attend that hearing.

The Board issued LTB-L-081071-25-SA ON March 16, 2026, dismissing the Tenant's set aside motion.

On March 17, 2026, the Tenant requested a review of the March 16, 2026, order.

On March 18, 2026, the Interim Order LTB-L-081071-25-SA-RV-IN was issued, and stayed the March 16, 2026, order.

This review was heard by videoconference on May 7, 2026.

The Landlord's Legal Representative John Dickie, the Landlord's Agent Renee Cunningham and the Tenant attended the hearing.

Determinations:

1. At the outset of the review hearing, the Landlord consented to the Tenant's request for a review. Therefore, the hearing of the set aside motion proceeded.
2. The Tenant failed to meet a condition specified in the order issued by the LTB on July 30, 2025 with respect to application LTB-L-058796-24.
3. The breach relates to cleanliness and decluttering the rental unit as follows:
 - a) Pathways must be clear to all exits and windows and of a minimum clearance of 1 meter;
 - b) Egress pathways must be clear of any obstructions from the floor to the ceiling to provide a safe means of egress for emergency responders;
 - c) Stacked items are stacked securely and are stacked not higher than 1 meter;
 - d) All exits and entranceways to the unit must be clear and accessible (e.g. all unit doors open all the way); this includes access to the electrical panel; and
 - e) All rooms shall be kept in a reasonable state of cleanliness.
 - f) The Tenant shall also remove all debris and garbage from her backyard, and it must be kept sanitary and clean going forward. The Tenant must abide with the City of Ottawa Property Standards by-laws.
 - g) The Tenant shall permit the Landlord entry for inspection, in order for the Landlord to determine whether the Tenant's rental unit is in an ordinary state of cleanliness, on or after August 31, 2025, and upon lawful 24 hours' notice of entry by the Landlord.
4. The Tenant testified and confirmed that they have not been able to comply with the terms of the conditional order. They indicated that they had not had time due to addressing an urgent family matter; that a flood had frustrated their efforts; and the resultant lack of electricity made it unsafe to be in the unit.
5. The Tenant testified that they did not intend to deny entry, only that when someone knocked on their door, they needed time to navigate from their upstairs bedroom to the front door. They also stated that their health impeded their safe movement. As a result, by the time they opened the door, the person had left.
6. The Tenant indicated that after the flood, they had contacted their tenant insurance provider, who was willing to remove the contents and place in storage or elsewhere; however, the Landlord did not cooperate and provide a copy of the report of the cause of the flood, or the extend of the repairs necessary to support vacating the unit.
7. The Tenant indicated that they had started sorting and packing items, that the stairs and entrance had been cleaned, and that the Landlord had access to change the electrical panel.

8. The Tenant also testified that they are not currently residing in the rental unit for at least 2.5 months.
9. The Landlord requested that I review DOC-7871617 page 2-8 which are the Landlord's notes on the state of the unit and photographs. They also requested that I view the video at DOC-7871649 that shows the condition of the property as of February 17, 2026.
10. The Tenant requested that I take a contextual approach to review the circumstances of all the interactions in the tenancy.
11. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-081071-25.
12. The Tenant appears to be hoarding and as a result the state of the unit is unsafe. The challenges the Landlord faces just in responding to the flood demonstrates that the unit remains in a severe unsafe state that puts the Tenant and their neighbours at risk.
13. The stay of order LTB-L-081071-25 is lifted on June 30, 2026. The Landlord was amenable to delay enforcement to afford the Tenant time to remove their possessions. Otherwise, since the Tenant is already residing elsewhere, there is no prejudice

It is ordered that:

1. The request to review LTB-L-081071-25-SA issued on March 16, 2026, is granted.
2. The motion to set aside *Ex Parte* Order LTB-L-081071-25, issued on October 6, 2025, is denied.
3. The stay of order LTB-L-081071-25 is lifted as of June 30, 2026.

May 26, 2026
Date Issued

Robert Patchett
Vice Chair, Landlord and Tenant Board

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