



Order under Section 69 Residential Tenancies Act, 2006

Citation: Homes First Society v Boucher, 2026 ONLTB 39356

Date: 2026-05-29

File Number: LTB-L-004099-26

In the matter of: 611, 319 Dundas St E
Toronto ON M5A4M1

Between: Homes First Society Landlord
Chris Wagner
Sharon Hinks
Darryl Kinnear

And

Troy Boucher Tenant

Homes First Society, Chris Wagner, Sharon Hinks and Darryl Kinnear (the 'Landlord') applied for an order to terminate the tenancy and evict Troy Boucher (the 'Tenant') because:

- 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.

This application was heard by videoconference on April 22, 2026.

Only the Landlord's Representative (LR) attended the hearing.

As of 10:59 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. The LR indicated they had set up a computer at their building for the Tenant to participate in the hearing. The Tenant had signed into the hearing and then he disconnected at 10:00 a.m. The Tenant told building staff he wasn't waiting around. A building staff member asked the Tenant to return and he refused. As a result, the hearing proceeded with only the Landlord's evidence.

Background Facts:

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. Therefore, the tenancy is terminated.

2. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On January 14, 2026, the LR gave the Tenant an N7 notice of termination deemed served on January 14, 2026. The notice of termination contains the following allegations:

a) February 3, 2025, June 27, 2025, and Aug 11, 2025, the Landlord details multiple inspections confirming extreme hoarding (Level 9), blocked egress and combustibles on heat sources, endangering the building.

b) February 11, 2025, and August 22, 2025, Landlord details warning letters issued regarding safety hazards. Evidence confirms items remained stacked to the ceiling, egress is still blocked and hazards unaddressed.

c) November 6, 2025, Toronto Fire Order Issued. Additionally, the Tenant ripped electrical outlets from walls, exposing wires and has a cracked toilet. State of unit prevents repairs and pest treatments

Serious Impairment of Safety

4. The LR testified Toronto Fire Services (TFS) provided them with an Inspection Order #2025-022169, entered as Exhibit 1 (Doc #7156148) dated December 15, 2025. The Tenant was provided the document via regular mail. The TFS report lists two reasons for the order and the action required to resolve the issues:

Item #1

Excessive amount of clothing, cardboard, and plastics are being stored within unit 611, such as the access to the egress door from the areas within the unit are impeded. The only clear space in the time of inspection were immediately behind the door in the washroom. All other four spaces have approximately 2 feet high piles. Any obstructions with egress pathway could delay the timely movement of persons to a safe place in an emergency and or could delay any response to an emergency. The action required by TFS to resolve this issue was to Maintain a clear access aisle from each room inside of unit 611, to the front egress door of the unit. Each access aisle is required to have a minimum of width of 1metre. The egress pathways must be clear of any obstructions from Florida ceiling and a minimum distance of 1m is to be maintained between the top of any remaining storage piles in the ceiling including those under the tops of the shelves and cabinets.

Item #2

Inspector observed that combustible materials were stored on or immediately adjacent to the kitchen stove. In the event of a fire the excessive amount of materials can potentially increase the severity and

rapid spread of the fire. Combined with the lack of a clear and obstructive path of travel to the unit egress store means in a fast-growing fire, occupants will be delayed or prevented from evacuating the unit due to the excessive amounts of material in the means of escape. Firefighter entry, suppression, and rescue would be also compromised due to the accepted excessive combustible loading and lack of path travels throughout the unit. The action required to resolve this issue is a minimum of 1m clearances to be maintained between the materials being stored at any potential ignition source such as the stove and oven.

5. The LR entered Exhibit #2 (Doc# 7156154) named "Unit 611-319 Dundas Interaction Timeline." This document lists the Landlord having contact with the Tenant 22 times during the period between February 3, 2025, and December 12, 2025. The common theme of these interactions deals with extreme hoarding, the Tenant smoking in his rental unit with the smoke detector being removed from the ceiling and the dumping of garbage in the hallway. The Tenant had been offered assistance several times to remove the clutter only to cancel the assistance at the last minute and request a rescheduling.
6. A letter of concern with respect to a unit inspection of # 611 by the Landlord on February 11, 2025, was tendered and entered as Exhibit #3 (Doc#7156156). The letter outlines the Landlord's concern with the "high amount of personal items" and "combustible items being stored near the radiator". The letter offered assistance to the Tenant to assist in reducing his clutter so that the building maintenance could access the radiators and windows for inspection or repair, should it be required.
7. The Landlord further tendered (Doc# 7156142) and it was entered as Exhibit #4. This document is called the Hoarding and Unit Condition Assessment Report dated June 27, 2025, states that the "client has a history of hoarding issues which appear during today's entry to have worsened. The client has been offered staff support several times to assist in downsizing items but the but has declined and he stated, 'he's working on it'. Mouse activity been identified in the unit and the amount of items have created harbourage areas for pest activity. The client has previously become very agitated and aggressive with staff and discussing the issues within the unit the client is not home today's entry".
8. The Landlord testified the condition of the rental unit has not improved as of the date of the hearing. The Landlord has concerns with potential fines being levied against "Home First Society" for their inability to deal with the deficiencies found by TFS with their December 15, 2025, Inspection Report.

Legal Analysis

9. Subsection 64(1) of the *Residential Tenancies Act*, 2006, S.O. 2006, c17 (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.

10. The LR provided evidence that upon the rental unit being re-inspected, there have been no improvements, and that the state of the rental unit continues to be cluttered, infested with vermin, and that the rental unit remains in unsafe conditions.
11. The LR testified that they have provided several offers of support to the Tenant to assist in maintaining their housing, however the Tenant has refused all offers of support.
12. Based on the uncontested evidence before the Board, I find that the Tenant's conduct in maintaining the unit in a state of extreme clutter and failing to respond to the orders of TFS meets the threshold of "serious impairment of safety", not only for the Tenant, but the 59 other residents in the building. The risk of a fire is extremely high, given the storage of combustibles near sources of ignition and the excessive amount of material in the rental unit which can potentially increase the severity and rapid spread of a fire. The Tenant could also be a victim of a potential fire, given that there is a lack of a clear and unobstructed path of travel to the unit egress door which would delay or prevent an evacuation of any occupants in the unit.

Section 83 – Relief from Eviction

13. The Board must determine whether, notwithstanding the breaches of the Act, it would be unfair taking into account the circumstances of both the Landlord and the Tenant to grant relief from eviction.
14. The Landlord is seeking a standard 11-day order terminating the tenancy between the Landlord and the Tenant, as the Tenant's actions are causing serious impairment of safety for the residents of the building. The issues which give rise to the serious impairment of safety have been ongoing for over a year and even with the TFS Inspection Report listing remedies to resolve the safety issues, the Tenant has chosen not take action.
15. The Landlord and their team have approached the Tenant on several occasions to offer assistance to the Tenant to clean out the rental unit. He has chosen not to take advantage of their offers and in fact, the Tenant has done nothing to mitigate the safety issues presented to him.
16. The Tenant was not present to provide any evidence regarding his circumstances. The Landlord testified that they are not aware of any circumstances of the Tenant to warrant a finding that it would be unfair to deny relief from eviction pursuant to subsection 83(1) of the Act. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to the Landlord to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 16, 2026.
2. If the unit is not vacated on or before June 16, 2026, then starting June 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. The total amount the Tenant must pay the Landlord is \$186.00.
4. 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 June 16, 2026.

June 5, 2026

Date Issued

David McFadden

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.