



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-014551-26

In the matter of: 616, 828 KINGSTON RD
TORONTO ON M4E1S2

Between: Toronto Seniors Housing Corporation Landlord

And

Steven Zakrzewski Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Steven Zakrzewski (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, 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 application was scheduled to be heard by video conference on May 27, 2026. The Landlord was represented by Adam Fraccaro. The Tenant was present with Support Person, Octavia Samuels. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

The Parties agreed:

- a. The Landlord gave the Tenant N5 and N7 Notices of Termination alleging that 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 and that 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.
- b. The Tenant was in possession of the rental unit on the date the application was filed.

- c. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Tenant will make the payment on or before July 30, 2026.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
 - Tenant must bring the unit to, and maintain for the duration of this agreement, a clutter level of 3 or below throughout the rental unit and balcony (clutter level is determined by the International OCD Foundation – Clutter Image Scale).
 - The Tenant consents to monthly rental unit inspections, if necessary, by the Landlord, proper notice to be provided by the Landlord;
 - 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;
 - f. Ensure that all rooms within the Rental Unit can be used for their intended purpose.
 - Tenant is not to deny the Landlord or the Landlord's authorized representatives' access to the rental unit, such notice to be provided in advance by the Landlord. This includes, but is not limited to, allowing access to the Landlord's maintenance staff, vendors and the Landlord's Pest Control Technicians;
 - The Tenant is to comply with the Landlord's pest control treatments and ensure that the Rental Unit is properly prepared for those pest control treatments. This includes but is not limited to refraining from refusing, cancelling or rescheduling pest control treatments scheduled to take place within the Rental Unit, preparing the Rental Unit for Pest Control Treatment and complying with the recommendations made by the Landlord's Pest Control Technicians;
 - The Tenant is to comply and allow the Landlord to perform capital repairs, when necessary, within the Rental Unit. This includes but is not limited to replacing the windows within the Rental Unit.
 - All pathways throughout the unit must be free and clear of clutter and at least 1 metre wide. Entrance to the rental unit must not be obstructed by belongings, restricting access to the rental unit. Tenant shall not install, mount, place, or stack

any possessions which will block any pathways or means of exit or create a fire hazard;

- Tenant is to keep the area in front of and on top of the stove free from combustible items.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, within 24 months of the date of the mediation, 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.
 3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application on or before July 30, 2026.

June 1, 2026
Date Issued

Helen Giannini
Hearings Officer, 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.