



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

Citation: 7838794 Canada Inc. c/o Minto Management Ltd. v Estabrooks, 2026 ONLTB 42781

Date: 2026-06-03

File Number: LTB-L-105896-25-SA

In the matter of: 1603, 2700 AQUITAINE AVE
MISSISSAUGA ON L5N3J6

Between: 7838794 Canada Inc. c/o Minto Management Ltd. Landlord

And

Laureen Estabrooks Tenant

7838794 Canada Inc. c/o Minto Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Laureen Estabrooks (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on October 10, 2025 with respect to application LTB-L-040039-25.

The Landlord's application was resolved by order LTB-L-105896-25, issued on January 8, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-105896-25.

This motion was heard by videoconference on February 18, 2026. The Tenant, the Tenant's support Rebecca Estabrooks, the Landlord's agent Vanessa Pons and the Landlord's legal representative Martin Zarnett attended the hearing.

Determinations:

1. The prior order issued on October 10, 2025, is a consent order between the parties requiring the Tenant to comply with the following terms:
 - The Tenant shall clean the rental unit to a state of ordinary cleanliness on or before November 30, 2025. The rental unit shall comply with Scale 2 of the Clutter Image Rating by November 30, 2025, and the Tenant shall keep the rental unit in a state of ordinary cleanliness and comply with Scale 2 for the duration of the tenancy.
 - The Tenant shall clean the carpet in the rental unit and shall clean the kitchen flooring and the bathroom flooring in the rental unit by November 30, 2025, and shall ensure that there is no noxious or unreasonable odour within the rental unit

and ensure that no noxious or unreasonable odour escapes the rental unit from November 30, 2025.

- The Tenant shall prepare the rental unit for pest control treatments in accordance with preparation sheets served on the Tenant. The Landlord agrees to give the Tenant 2 days notice in advance of any pest control treatment, so the Tenant is able to prepare the rental unit for pest control treatments in accordance with preparation sheets served on the Tenant
2. The ex-parte order issued on January 8, 2026, terminates the tenancy because the Tenant allegedly failed to comply with the following terms:
 - The Tenant failed to clean the carpet or the kitchen flooring in the rental unit by November 30, 2025.
 - The Tenant failed to remove and/or ensure that there was not a noxious or unreasonable odour within the rental unit.
 3. The Tenant's set aside motion disputes the that the Tenant's breached the prior consent order.
 4. As explained below, the Landlord has failed to prove on a balance of probabilities that the Tenant breached the terms of the October 10, 2025 order.
 5. The Landlord's L4 application alleges that on December 2, 2025, the Landlord's staff attended the rental unit and observed that the floors in the rental unit had not been brought to an ordinary state of cleanliness and that a noxious odour remained in the unit.
 6. Attached to the Landlord's application is photographs suggesting that the vinyl flooring in the rental unit is stained.
 7. The Tenant testified that all excess garbage and clutter has been removed from the rental unit. The Tenant agreed that due to the amount of garbage previously stored and the lack of cleanliness throughout the last few years that the vinyl flooring is permanently stained.
 8. The Tenant stated that on or about October 17, 2025, they had a professional cleaning company remove any garbage and clean the rental unit. The Tenant submitted into evidence photographs of the rental unit confirming that the excess clutter had been removed, but that the stains in the floor remain (TT exhibit #1).
 9. The Tenant further disputed that there was an excessive odour in the rental unit. The Tenant's daughter and support person testified that she attended the rental unit the day prior to the hearing and did not observe any noxious odour in the rental unit.
 10. The Landlord's agent Vanessa Pons also provided oral testimony at the hearing. Ms. Pons is employed as a property manager for the Landlord and stated that the rental unit still contains an excessive odour that emanates into the hallway of the rental unit. Ms. Pons also testified that neighbouring residents have also complained about this odour.

11. The Landlord takes the position that although the Tenant removed a large portion of the excessive garbage and clutter, that garbage water has likely seeped into the floor cracks which has left an excessive odour and staining permanently in the flooring.
12. Based on the evidence and submissions before the Board, I do not find on a balance of probabilities that the Tenant has breached the terms of the October 10, 2025 order.
13. With respect to de cluttering and maintaining an ordinary state of cleanliness in the rental unit, the photographs submitted into evidence by both parties do not suggest that the unit is not being kept in an ordinary state of cleanliness.
14. In the Landlord's photographs, they relied on a single photo showing a brown paper bag with some household / kitchen garbage inside (paper plates & empty cans). I find this to be normal household garbage and accept the Tenant's testimony that this garbage gets disposed of when required.
15. The fact that the floors in the unit have become stained due to the Tenant's prior lack of cleanliness may be deemed as property damage and could form grounds for a new application / notice of termination to be served for wilful and/or negligent damages to the rental unit. The staining on the floors alone does not suggest that the unit is being kept in an unclean state.
16. With respect to the claim that the rental unit contains an excessive odour both parties provided consistent, credible and conflicting evidence on the matter. As this is the Landlord's application, the onus rests with the Landlord to prove the alleged breach. Although the Landlord's agent testified that neighbouring residents have reported complaints regarding the odour emanating from the rental unit, none of these residents were present at the hearing to testify. I am therefore unable to conclude that a noxious odour still remains in the rental unit.
17. As such, the Tenant's motion is granted, the ex-parte order issued on January 8, 2026 will be set aside and the Landlord's L4 application is dismissed.
18. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The motion to set aside Order LTB-L-105896-25 issued on January 8, 2026, is granted. The order is set aside and cannot be enforced.
2. The Landlord's L4 application is dismissed.

June 3, 2026
Date Issued

Fabio Quattrociocchi
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.