



Order under Section 69 Residential Tenancies Act, 2006

Citation: Connaught Yonge Square Limited v McNenly, 2026 ONLTB 42960

Date: 2026-06-02

File Number: LTB-L-013574-26

In the matter of: 201, 1111 BROADVIEW AVE
EAST YORK ON M4K2S4

Between: Connaught Yonge Square Limited Landlord

And

Mary McNenly Tenant

Connaught Yonge Square Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Mary McNenly (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 28, 2026. Only the Landlord's Agent, Marcia Roberts ('MR'), Witness, Keith Parberry ('KP'), and legal Representative, Mark Ciobotaru, attended the hearing.

As of 9:42 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. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall continue subject to conditions.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 27, 2026, the Landlord gave the Tenant an N5 notice of termination alleging that the Tenant failed to keep the rental unit in a manner consistent with ordinary cleanliness.

4. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. On February 4, 2026, the Landlord reattended the rental unit and noted the condition had improved but still fell below the standard of ordinary cleanliness. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. By way of background, the rental unit is one-bedroom apartment which is in a four-storey building of 41 units. The tenancy began in 2004.
7. The Landlord's witness, KP, attended the rental unit on June 12, 2025, to investigate a leak. During this visit, KP noted the rental unit had a very strong and pervasive odour of cat urine and was quite dirty and cluttered. KP said he could barely open the door when he attended, because there was so much garbage on the floor. He described it as "knee-deep." He also observed cat feces on the carpeting.
8. Between June 18, 2025, and February 11, 2026, the Landlord attempted to work with the Tenant to rectify the issue. The Landlord sent several letters with details on how to rectify the issue and followed up on each of these letters with an inspection to determine whether the Tenant had complied.
9. On February 11, 2026, KP attended the rental unit and took some photos which were submitted into evidence. The photos show a large amount of refuse, including empty food containers, boxes, jars and bottles, and clothing on most every surface.
10. MR is the assistant superintendent. Both she and KP, at different times, spoke to the Tenant making offers of assistance, for example, MR offered to hire a cleaning company to help the Tenant. However, the Tenant declined the Landlord's offer. The Tenant apparently acknowledges that the rental unit is unkept but has not offered any further insights. KP says that she does seem to genuinely want to remediate the problem.
11. At some point, the Tenant did hire a cleaning company and immediately following their attendance, the rental unit was in very good condition. However, KP has attended as recently as two days prior to the hearing, and the condition has deteriorated again. KP notes the garbage and clutter has improved, but that there is still an overwhelming pervasive odour of cat urine.
12. Both KP and MR say that the Tenant's rental unit has had an impact on their ability to maintain the rental unit in accordance with their obligations. For example, another tenant complained about a mouse infestation. Because of the state of the rental unit, the Landlord has had difficulty finding contractors willing to attend to make needed repairs. Eventually, the Landlord moved the other tenant to another building, because they could not address the mouse problem effectively. They also had difficulty finding a plumber who was willing to enter the rental unit to make necessary repairs. The Landlord is unable to rent the suite nearest the Tenant's because of the poor sanitation.

14. The Landlord has met their onus of proof on a balance of probabilities that the Tenant has failed to keep the rental unit in a manner consistent with ordinary cleanliness as evidenced by the photos and testimony. A reasonable tenant knows, or ought to know, that garbage must be placed in a garbage receptacle, that trash needs to be thrown away regularly, and that their pets must be provided with a clean and appropriate place to use the washroom.
15. The Landlord is not seeking termination of the tenancy. Their goal is to have the Tenant maintain the rental unit in a standard of ordinary cleanliness. They request a conditional order that the Tenant address the issues with the hopes of keeping the Tenant housed but also addressing the housekeeping issues.
16. In my view, the Landlord's proposal is reasonable. This allows the Tenant an opportunity to preserve her tenancy, which is very long-term, but also addresses the prejudice to the Landlord who has had difficulties finding contractors and cannot re-rent a vacant unit because the housekeeping not been maintained.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall bring the rental unit into a standard of ordinary cleanliness on the following schedule:

Room	Completion Due Date	Clutter Image Scale Rating*
Living Room	June 30, 2026	2
Bedroom	July 31, 2026	2
Bathroom	August 15, 2026	2

3. For the duration of the tenancy, and following the completion due dates itemized in paragraph 2, the Tenant shall:
 - i. Maintain the rental unit at a clutter level of 2* or below throughout the entire rental unit; specifically, the kitchen, living room, bathroom, and bedroom.
 - ii. Maintain a standard of ordinary cleanliness and housekeeping throughout the rental unit, including, but not limited to:
 1. Garbage including empty food packaging is bagged and disposed of in the appropriate garbage receptacle daily.
 2. Open food is stored in the refrigerator daily.
 3. Garbage from the rental unit is disposed of in the appropriate garbage disposal area at the rear of the rental unit at least once per week.

- iii. Cat litter is to be cleaned twice weekly and used cat litter must be disposed of at least once each week in the appropriate garbage disposal area at the rear of the rental unit.
 - iv. Belongings and garbage must not block any path of egress so that hallways, entrances, exits, and windows can be accessed and do not pose trip or fire hazards.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 of this order, 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.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

June 2, 2026
Date Issued

Jane Dean
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.

*The Clutter Image Scale is developed by the International OCD Foundation and is attached to this order for reference.

