



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** MLYM Inc c/o Minto Management Ltd v Johnson-Miland, 2026 ONLTB 42613

**Date:** 2026-06-04

**File Number:** LTB-L-108757-25

**In the matter of:** 407, 740 YORK MILLS RD  
Toronto ON M3B1W7

**Between:** MLYM Inc c/o Minto Management Ltd Landlord

**And**

Linda Johnson-Miland Tenant

MLYM Inc c/o Minto Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Linda Johnson-Miland (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 or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex; and
- 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 16, 2026. The Landlord's Agent, Gomgom Gultom ('GG'), the Landlord's Legal Representative, Martin Zarnett, the Tenant and the Tenant's witnesses, Siobhan Hiscox ('SH'), Jess Milley ('JM'), and Linda Maxwell, attended the hearing.

### **Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, after having regard to all the circumstances, the tenancy shall be permitted to continue provided that the Tenant complies with the conditions ordered below.

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

#### Notices of Termination

3. On December 2, 2025, the Landlord gave the Tenant an N5 notice of termination (the 'N5 Notice'), an N6 notice of termination (the 'N6 Notice') and an N7 notice of termination (the 'N7 Notice'). All three notices of termination were served by regular mail and were deemed served on December 7, 2025.
4. In summary, all three notices of termination allege that unit inspections were conducted by the Landlord on July 2, 2025 and on October 31, 2025. During both inspections, the rental unit was found in a substandard state of cleanliness and containing an excessive amount of clutter and/or combustible items.

#### Landlord's Evidence

5. The residential complex consists of three buildings. The building where the rental unit is located consists of 17 floors and 137 units. The Tenant is a long-term tenant who has resided in the rental unit since October 2011.
6. GG works as a Property Manager for the Landlord. A summary of her evidence is as follows:
  - On July 2, 2025, GG was present at the rental unit for a unit inspection. During the inspection GG took several photos of the rental unit. The photos showed an excessive amount of clutter piled and/or stacked on the balcony and in the living room and kitchen areas of the rental unit. The floors were not visible in the photos, except for a narrow area in the kitchen and the kitchen counter and stove were completely covered with various items. Copies of the aforesaid photos were tendered as evidence.
  - On July 17, 2025, GG sent an email to JM, who is a Case Manager with Loft Community Services, regarding the inspection that took place in the rental unit on July 2, 2025. In the email GG stated that the rental unit was once again overly cluttered and filled with items. JM responded the following day and confirmed that she would speak with the Tenant regarding the clutter and get back to GG as soon as possible with a plan for moving forward. A copy of the aforesaid emails were tendered as evidence.
  - On October 31, 2025, GG was present at the rental unit for a unit inspection. During the inspection GG took several photos of the rental unit. The photos showed that the rental unit was in a similar state as the previous inspection. Small improvements had been made as there was a narrow pathway in the living room where the floor was visible and the door to the balcony was less obstructed.
  - After the inspection on October 31, 2025, the notices of termination were served. The Tenant did not void the N5 Notice as there was little to no change to the condition of the rental unit during the voiding period. In this regard, an inspection of

the rental unit was conducted on December 15, 2025, and photos were taken during the inspection. The photos taken on December 15, 2025 were tendered as evidence and showed very similar conditions as the photos taken on October 31, 2025.

- On January 29, 2026, Toronto Fire Services ('TFS') inspected the rental unit. GG was aware of this as she escorted the TFS inspector to the rental unit. After conducting the inspection, the TFS inspector advised GG that he would be issuing an order. GG received a copy of the order on or about February 4, 2026, which was issued to the Tenant and the Landlord (the 'TFS Order'). According to the TFS Order, the removal of combustible materials was required so that there were clear pathways from and to the bedrooms, bathroom, living room, kitchen and unit entrance. This was to be completed by March 31, 2026. If the Landlord did not comply with the TFS Order by the deadline provided, the Landlord could be fined up to \$20,000.00 per day for each day of non-compliance. A copy of the TFS Order was tendered as evidence.
- As the Landlord cannot simply go in and clear out the unit, the Landlord took steps to have the TFS Order reviewed, which resulted in a stay of the TFS Order pending the disposition of the review. As of the date of the hearing, no determination had been made with respect to the review.
- The Tenant did not comply with the March 31, 2026 deadline set out in the TFS order. In this regard, the unit was inspected a few days prior on March 27, 2026. Photos of the inspection were tendered as evidence. In the photos the bedroom appeared to be filled with items and the floor was not visible, the bathroom remained cluttered as did the kitchen. Minor improvements were noted in the living room but it remained heavily cluttered.
- On April 9, 2026, the Landlord conducted an inspection of the rental unit and photos were taken. The photos of the rental unit showed minor improvements in the living room area. However, the rental unit remained heavily cluttered. Copies of the photos were tendered as evidence.
- The Tenant did not provide a reason for not being able to clean up and declutter the unit. In this regard, when GG would discuss the unit condition with the Tenant, the Tenant would simply say that she was working on it.

#### Tenant's Evidence

7. The Tenant has lived in the rental unit since 2011 and currently lives there alone. The Tenant did not deny that she has had issues with hoarding in the past and has required assistance in cleaning up her unit. The Tenant did not deny that the rental unit was currently cluttered but was of the view that significant steps had been taken since the last inspection and the rental unit was in a much less cluttered state.
8. The Tenant explained that, since the passing of her husband, she felt the need to collect things, which led to the accumulation of items in her unit. She stated that she had difficulty decluttering the unit on her own due to some health conditions that she disclosed at the

hearing and because she did not have vehicle to take things away. The Tenant explained that one of her health conditions makes it difficult for her to focus on and complete tasks that are unpleasant or not interesting. The Tenant believed that GG had been informed of her health issues and acknowledged that the Landlord has been supportive.

9. The Tenant has been working with SH to declutter the unit and stated that SH had been very helpful and that together they had gotten rid of a lot of things. It was the Tenant's evidence that SH had been working with her more intensely over the past couple of the months and that, if they continued, the rental unit could be finished in a week.
10. The Tenant was confident that she could maintain the rental unit in an ordinary state of cleanliness and organization going forward because the unit would be much easier to maintain without all the clutter.
11. JM is a Mental Health Case Manager with Loft Community Services. She testified that she began working with the Tenant in October 2024. It was her evidence that a deep clean was scheduled through the VHA program for January 2026 but was later rescheduled to March 2026. However, the deep clean did not proceed in March 2026 as the unit was not ready.
12. JM stated that she has tried getting the Tenant into various support groups and programming. However, some groups or programming had waitlists or the Tenant was not eligible. Currently, the Tenant is waitlisted for 2 programs which were disclosed at the hearing. Moving forward, JM stated the intention was to schedule another deep clean through VHA once the Tenant's belongings are at an acceptable level and to try and access some senior services for the Tenant that would include some light house keeping and meal services.
13. SH is a professional organizer that has experience working with hoarders. It was her evidence that she had initially started working with the Tenant on March 8, 2025. SH worked in the rental unit with the Tenant six and a half days in March, 2025, six and half days in April, 2025 and a few days in July 2025.
14. In August, 2025 the Tenant was involved in an accident and the person who was paying SH to assist the Tenant with decluttering could no longer afford it. As a result, SH's work in the unit ceased from August 2025 until March 2026.
15. It was SH's evidence that since resuming her work with the Tenant in March 2026 over 20 garbage bags of stuff was removed from the rental unit. SH believed that the Tenant would need another couple weeks before the rental unit would be ready for an extreme clean.

### Analysis

#### *Substantial Interference*

16. The Tenant did not stop the conduct or activity described in the N5 Notice within seven days after receiving the N5 Notice. In this case the voiding period was from December 7, to 14, 2025. The Landlord inspected the rental unit on December 15, 2025 and found the condition of the rental unit to be mostly unchanged. In comparing the photos from October 31, 2025 and December 15, 2025 that were tendered as evidence, there appears to be little to no change with respect to the condition of the rental unit. Therefore, the Tenant did

not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

17. Section 33 of the Act states that a tenant is responsible for ordinary cleanliness of the rental unit. The manner in which the Tenant keeps the rental unit is contrary to section 33 of the Act and I find that it has substantially interfered with a lawful rights, privileges or interest of the Landlord. In this regard, the Landlord has a legal interest in the state of the rental unit, which legal interest arises from, among other things, section 20 of the Act. This section requires a landlord to maintain a rental unit in a good state of repair, fit for habitation and in compliance with health, safety, housing and maintenance standards. By keeping the rental unit excessively cluttered, the Tenant has interfered with the Landlord's ability to comply with section 20 of the Act and, subsequently, the TFS Order, which exposes the Landlord to substantial fines.

### *Illegal Act*

18. Based on the evidence and submissions provided, I find that the Tenant has committed an illegal act in the rental unit by accumulating combustible materials in the rental unit in quantities and/or locations that create a fire hazard. This is contrary to the regulations under the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4, namely subsection 2.4.1.1 (1) of the Fire Code. The photos tendered as evidence show a significant amount of items thrown, stacked, piled or otherwise deposited in the rental unit, including in the kitchen on and around the stove. I find the illegal act to be serious as the Tenant's actions have created a fire hazard. If a fire were to occur in the rental unit, it is quite possible for other tenants of the residential complex to be adversely impacted.

### *Serious Impairment of Safety*

19. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175, the Divisional Court held that serious impairment of safety includes both actual impairment and a real risk of impairment. It is not necessary that anyone actually be hurt or injured to find that there was a serious impairment of safety.
20. The photographic evidence tendered at the hearing supports the Landlord's position that the rental unit was excessively cluttered as described in the N7 Notice. I find that the clutter in the unit has the potential to seriously impair the safety of others in the residential complex. In this regard, excessive clutter creates a fire hazard, trip and fall hazards and obstructs egress in the event of emergency.

### Section 83 of the Act / Relief from Eviction

21. The Landlord's Legal Representative requested an expedited termination order on the basis that the Tenant did not comply with the deadline to clean up the rental unit by March 31, 2026 as set out in the TFS Order and did not provide any documentary evidence to support her testimony that there had been significant improvements in the rental since the last inspection of the unit on April 9, 2026. It was further submitted that the Tenant had the benefit of ongoing supports and still failed to bring the unit to an ordinary state of cleanliness as required by the Act and into compliance with the TFS Order. To this end, it

was the position of the Landlord that the Tenant could not be accommodated any further as she was given ample time to rectify the issues and had adequate supports.

22. The Tenant was opposed to termination of the tenancy and submitted that she has lived in the rental unit for 15 years, she is 74 years old and has a fixed income. In this last regard, her only income is from pensions and, after paying the rent, she only has \$400.00 left each month to live on. Given that rents have only increased over the years, she was doubtful she could afford to find a comparable unit elsewhere and did not have any friends or family that she could stay with if evicted. The Tenant further submitted that she is on the verge of succeeding and that less emphasis should be placed on the slowness of her progress.

### *Analysis*

23. The issue to be determined is whether, notwithstanding the breaches of the Act, it would be unfair in all the circumstances to grant relief from eviction.
24. The TFS Order tendered as evidence, which was issued in or around February 2026 as well as the inspection photos taken on March 31, 2026 and April 9, 2026, supports the Landlord's position that the issues of excessive clutter and cleanliness have continued and improvements have been minimal.
25. The Tenant did not provide any documentary evidence, such as photos of the rental unit to support her testimony that the condition of the rental unit had greatly improved or that it would be decluttered and ready for a deep clean within a week. However, SH testified that it was likely that the rental unit could be ready in approximately 2 weeks for a deep clean.
26. Termination of a tenancy is a remedy of last resort. Where the landlord's interests can be protected and a tenancy preserved, the Board will customarily grant conditional relief from eviction if in all the circumstances it would not be unfair to do so.
27. The Tenant is a long-term tenant who is a senior citizen with health issues and limited income. While I accept that the Landlord has the TFS Order looming, as of the date of the hearing the TFS Order was stayed and no fines had been levied.
28. I find that the Landlord's interests can be protected by bringing the unit into a state of ordinary cleanliness and free of excessive clutter in a reasonable amount of time. Given that the Tenant has already been given a significant amount of time and given that both the Tenant and SH were confident the unit could be decluttered within a couple of weeks, I find 30 days to be a reasonable amount of time in the circumstances.
29. Accordingly, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

### **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 ensure the rental unit is free from excessive clutter and in a state of ordinary cleanliness on or before July 4, 2026. In determining what is considered excessive clutter, the parties shall consult the Clutter Image Rating Scale [Clutter-Image-Rating-3-18-16.pdf](#) ('CIRS'), a copy of which was also provided in the Landlord's disclosure, DOC-7680680, pages 25 to 28. The level of clutter in the rental unit should not exceed a level 2 of the CIRS.
3. If the Tenant has not removed the excessive clutter and restored the unit to a state of ordinary cleanliness by July 4, 2026, the Landlord may apply to the Board under section 78 of the Act, within 30 days of the breach without notice to the Tenant, for an order to terminate the tenancy and evict the Tenant.
4. From July 5, 2026 to June 30, 2027, the Tenant shall ensure the rental unit remains free from excessive clutter and in a state of ordinary cleanliness. The level of clutter in the rental unit should not exceed a level 2 of the CIRS.
5. If the Tenant does not comply with the requirements of paragraph 4 of this order the Landlord may apply to the Board under section 78 of the Act, within 30 days of the breach without notice to the Tenant, for an order to terminate the tenancy and evict the Tenant.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.

**June 4, 2026**  
**Date Issued**

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Rachel Gibbons  
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.