



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

File Number: LTB-L-006635-26

In the matter of: 2, 2352 QUEEN ST E
TORONTO ON M4E1G9

Between: Wadie Consulting Inc. Landlord

And

Courtney Perrin Tenant

Wadie Consulting Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Courtney Perrin (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 12, 2026.

The Landlord's Agent, Wadie Ayad, and their Legal Representative, Michael Tadros, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord gave the Tenant an N5 notice of termination. The N5 notice alleges substantial interference under section 64 of the *Residential Tenancies Act, 2006* (the 'Act'). At the hearing, the only issue that the Landlord proceeded with was the claim related to clutter, and the potential fire hazards in the rental unit.

4. On January 12, 2026, the Landlord gave the Tenant a first, voidable N5 notice of termination deemed served on the next day. The notice of termination contains the following allegation:
 - The Tenant was storing clutter which posed a potential fire hazard.
5. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The voiding period for the first N5 was from January 13, 2026, to January 19, 2026. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the Act.
6. Although I find that the Tenant did not void the notice, I am not satisfied that the conduct rises to the level of substantial interference. In the case of a cluttered unit that causes fire risks, it is the Landlord's burden to prove, on a balance of probabilities, the specifics of the Tenant's behaviour and to specify the dates when the Landlord inspected the unit during the voiding period and what the state of the unit was on these dates.
7. During the testimony of the Landlord's Agent, it was also apparent that the information was being led by the Legal Representative and simply agreed to by the Landlord's Agent. The Legal Representative was advised at multiple points to not lead the Landlord's Agent in direct examination and allow the Landlord's Agent to present the evidence contained in their application.
8. The Landlord's Agent submitted several photographs he took of the rental unit and testified that they showed the Tenant's property in the unit. While the Landlord described the photos and what they depicted, there was no substantial testimony as to the fire hazards that the objects posed.
9. There was a particular emphasis placed on patio furniture that the Tenant purchased and had on the porch. While the Tenant agreed and confirmed that the furniture was purchased by her, there was evidence led by the Tenant to show that the Landlord was aware of the furniture on the patio; moreover, the Landlord was aware of where the furniture was located on the patio as he maintained the property himself. As well, there was unsatisfactory evidence presented by the Landlord to show the patio furniture posed a fire hazard.
10. In addition, while the Tenant admitted to not complying with the requirements of the N5 notice of termination, there was no significant or compelling evidence to show that what was being presented by the Landlord was the regular state of the Tenant's belongings. In this vein, then, when the Tenant was cross-examined at length by the Landlord's Legal Representative, the Tenant stated that some of the items in the photos did not belong to her.
11. The Tenant then presented evidence to show what the items belonging to her look like. The photos the Tenant submitted showed her unit and belongings in a clean state with no discernable threats of a fire hazard.
12. The Tenant was presented with the photo of the patio furniture in disarray due to a winter storm. It was purported by the Landlord that the Tenant should have done more to secure the patio furniture, which is reasonable in some respects; however, the Tenant testified

that she was out of town, and the severity of the storm was not predicted so she did not know to secure the patio furniture before she left. As such, I find it unreasonable to hold the Tenant to an expectation that she should of or ought to have known about the weather conditions and prepare for unexpectedly inclement weather; moreover, the photo that was presented was at a singular moment in time, and no other evidence was presented to suggest this was the normal state of the patio furniture. In the end, with the photo presented, there was no substance to show that this posed a fire hazard.

13. As well, the Tenant ultimately stated that she advised the Landlord that what he was alleging was not fire hazard. The Tenant sought the opinions of City of Toronto Fire Inspectors to determine whether there was a fire hazard, however, what was testified to by the Tenant in terms of this inquiry was insufficient to establish her point. Nevertheless, the Landlord has the burden of proving the claims in their application on a balance of probabilities. Specifically, the Landlord had the burden of proving that the Tenant's belongings cause a potential fire hazard in the rental unit. I am not satisfied that the Landlord met that burden.
14. The Landlord has not proven that the Tenant, a guest or a roommate substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
15. While there was contradictory evidence presented by both parties, the Landlord did not provide detailed and consistent explanations of how the Tenant's behaviour was something that could pose a fire hazard as well as specifics on the nature of the complaints listed in the application. The Landlord Agent's testimony was followed by numerous exhibits submitted to the Board, however, the Landlord Agent's testimony hinged on the fact that the items depicted in the photos were the Tenants belongings, which I find do not satisfy the Landlord's burden of proof.
16. In the alternative, pursuant to s.64 of the Act, the responsibility of maintaining the unit in a state of ordinary cleanliness lies with the tenant. In this case, and on expanding on the above, the Tenant provided convincing evidence that illustrated the opposite of what was claimed in the application for the issue of clutter causing a potential fire hazard. As such, the Tenant demonstrated keeping the unit in a state of ordinary cleanliness.
17. On a balance of probabilities, I do not find the Landlord's evidence to be consistent and well-supported by both documentary and oral corroboration. The Landlord's evidence is general in nature, lacks specificity, and does not address or verify key aspects of the Landlord's claim.
18. As a result, the application is dismissed in its entirety.

It is ordered that:

1. The Landlord's application is dismissed.

June 3, 2026
Date Issued

Amit Gurpersaud
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.