



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

File Number: LTB-L-101252-25

In the matter of: 1101, 65 YORKLAND BLVD
BRAMPTON ON L6P4M5

Between: 1809222 ONTARIO INC. Landlord

And

RENE VANDERVEEN Tenant

1809222 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict RENE VANDERVEEN (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 March 3, 2026.

Only the Landlord's representative, Geoff Paine and the Landlord's agent, Francesco Caputo ("FC") attended the hearing.

As of 10:18 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. For the reasons that follow, I find that the Tenant has substantially interfered with the Landlord's or another tenant's reasonable enjoyment of the residential complex, and/or lawful rights privilege or interests and did not void the N5 notice of termination within the seven-day remedy period set out under section 62(3) of the *Residential Tenancies Act, 2006* (the 'Act').

2. The Landlord's L2 application is based on a first N5 notice of termination (the 'N5 Notice') served to the Tenant on November 20, 2025 pursuant to section 64(1) of the Act, with a termination date of December 19, 2025.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The N5 Notice alleges substantial interference with another tenant's or the landlord's reasonable enjoyment of the premises and/or lawful rights, privileges, or interests by not keeping the unit in a reasonable state of cleanliness, excessive clutter and combustible materials throughout the rental unit, including cardboard boxes, loose paper, plastic bags filled with items, empty cans, food containers, and other items piled on the kitchen counter and scattered on the floors in the bedroom, kitchen, and living room. Further, the notice also alleges that the Landlord observed dirt, grime and debris throughout the rental unit.
5. In accordance with section 64(3) of the Act, the Tenant can void a first N5 Notice by correcting the conduct outlined in the notice within 7 days of being served the notice. In this case, the voiding period is November 21, 2025 to November 27, 2025.
6. FC is an employee of the Landlord who oversees the buildings. FC testified that on November 13, 2025, the Landlord discovered that the rental unit was not in a reasonable state of cleanliness. FC testified that there were excessive belongings and debris throughout the rental unit, including items piled on counters and tables, boxes and bins throughout the unit, loose papers, food containers, plastic bags, and other items scattered on the floor. FC also testified that the kitchen counter and floors had visible dirt, grime, and debris. The Landlord submitted photographs taken during the inspection, which show significant clutter throughout the rental unit and items obstructing portions of the living areas and walkways. FC also testified that there was an odour emanating from the rental unit and that there was a concern about a possible bed bug issue.
7. FC testified that he conducted a follow-up inspection of the rental unit on November 28, 2024. FC testified that the rental unit remained significantly cluttered and was not in a reasonable state of cleanliness. The Landlord submitted photographs from the follow-up inspection showing large amounts of personal belongings, boxes, bags, clothing, loose papers, food containers, and other items throughout the bedroom, kitchen, bathroom, hallways, and living areas. The Landlord submitted photographs taken during the inspection, which show items piled on counters, tables, floors, and around doorways, with portions of the floors and walkways obstructed.
8. Based on the uncontested evidence presented, I find that the Tenant substantially interfered with the Landlord's lawful right, privilege or interest by failing to keep the rental unit in a reasonable state of cleanliness. Based on the testimony of FC that the unit was in a similar state on November 28, 2025, just one day after the Tenant's deadline to rectify the issues outlined in the N5 Notice, I find that the Tenant did not correct the behaviour alleged in the N5 Notice within the seven-day remedy period.
9. I have considered all of the disclosed circumstances in accordance with section 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to section 83(1) of the Act. The Tenant did not attend and so I did not have an opportunity to hear evidence and submissions from them regarding circumstances relevant to section 83.

Daily compensation

10. The Tenant was required to pay the Landlord \$5,108.96 in daily compensation for use and occupation of the rental unit for the period from December 20, 2025 to March 3, 2026.
11. Based on the monthly rent, the daily compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 19, 2026.
2. If the unit is not vacated on or before June 19, 2026, then starting June 20, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 20, 2026.
4. The Tenant shall pay to the Landlord \$5,108.96, which represents compensation for the use of the unit from December 20, 2025 to March 3, 2026.
5. The Tenant shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting March 4, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$5,294.96.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.

June 8, 2026
Date Issued

Joshua Labbe
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 20, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.