



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

File Number: LTB-L-014513-26

In the matter of: 510, 3485 ST CLAIR AVE E
SCARBOROUGH ON M1K1L3

Between: TORONTO COMMUNITY HOUSING CORPORATION Landlord

And

HAROLD BURRY Tenant

TORONTO COMMUNITY HOUSING CORPORATION (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict HAROLD BURRY (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.

This application was scheduled to be heard by videoconference on June 4, 2026. Roman Komarov, Licenced Paralegal, represented the Landlord. Lee-Anne Thibert, employee of the Landlord, attended as agent of the Landlord. The Tenant was present with his mother as support, Priscilla Burry.

The parties elected to participate in LTB facilitated mediation with the assistance of Joanne Lolato, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board.

The parties agreed to resolve all the issues in the application and further agreed to the LTB issuing an Order on consent confirming their agreement. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

On consent of the parties, it is ordered that:

1. On or before June 19, 2026, the Tenant will bring the unit into a state of ordinary cleanliness and organization as described below:
 - a. Remove all combustible and miscellaneous personal belongings from the unit, to ensure 1 meter clearance pathway to the sleeping area and unimpeded means of egress and ingress throughout each room and exit and entry doors;
 - b. Remove all items in and around all doors to ensure free and full opening and closure of every door in the Rental Unit;
 - c. Remove all items from the kitchen range, unless in immediate use.

- d. Remove and dispose of all garbage, recycling and other unwanted items and materials.
2. For the duration of the tenancy, the Tenant shall maintain the Rental Unit in a sanitary, safe, and organized condition, consistent with the requirements of s.33 of the RTA and as further defined below:
 - a. The Tenant shall properly and timely dispose of garbage, recycling and unwanted items from the Rental Unit
 - b. The Tenant shall properly and timely clean the floors and kitchen counter and timely remove all organics and food leftovers to prevent odours in the Rental Unit;
 - c. The Tenant shall not collect, store and/or retain an excessive amount of items in the Rental Unit and shall continuously maintain 1 meter clearance pathway to the sleeping area, unimpeded means of egress and ingress to every room in the Rental Unit, and free operation of every door in the Rental Unit;
 - d. The Tenant shall maintain any stacked items secured and not higher than 1 meter;
 - e. The Tenant shall not damage window screens and window locks in the Rental Unit;
 - f. The Tenant shall not tamper with smoke and CO detectors in the Rental Unit;
 - g. The Tenant shall not use extension cords as permanent wiring and shall not use extension cords to run multiple high-draw appliances;
 - h. The Tenant shall not alter or tamper with the electrical system of the Rental Unit, including wiring, electrical boxes, sockets and switches;
 - i. The Tenant shall not bring or use a BBQ or any other fuel-burning appliance in the Rental Unit, including balcony;
 - j. The Tenant shall not damage any appliances provided by the Landlord.
3. In case the Landlord, at its sole discretion arranges for housekeeping assistance services, the Tenant agrees to cooperate with such service providers.
4. The Tenant shall not obstruct or deny access to the Rental Unit to the landlord or the Landlord's agents for inspections or housekeeping assistance services.
5. If the Tenant fails to comply with the conditions set out in this order, related to the application, 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.
6. the Tenant fails to meet any of the terms of this agreement, the Landlord may apply under section 78 of the RTA, without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

7. The Tenant shall pay to the Landlord the application fee of \$186.00 on or before July 31, 2026. If not interest.
8. 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 16, 2026
Date Issued

Joanne Lolato
Hearings Officer, 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.