



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-012173-26

In the matter of: 406, 225 MORNINGSIDE AVE
SCARBOROUGH ON M1E3E5

Between: Toronto Community Housing Corporation Landlord

And

Paul Rouillard Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Rouillard (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 heard by videoconference on May 28, 2026.

Only the Landlord's representative, Roman Komarov, and the Landlord's witnesses, Bishnu Devkota and Darwin Garcia, attended the hearing.

As of 10:28 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 and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 15, 2026, the Landlord gave the Tenant an N5 notice of termination deemed served on January 19, 2026. The termination date in the N5 Notice was February 16, 2026. I am satisfied that the first N5 Notice was properly served and complied with section 64 of the Act.

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 and significant clutter in the rental unit in contravention of the Ontario Fire Code causing a fire hazard.
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 January 20, 2026, to January 27, 2026.
6. Darwin Garcia is an employee of the Landlord who is the superintendent of the building. DG testified that on July 18, 2022, and he discovered that the rental unit was not in a reasonable state of cleanliness. He observed that there was an excessive number of belongings in the rental unit. DG testified that he also observed that the Tenant had clothes piled up in the bathtub and it was difficult to walk around the unit as there were items piled up. The Landlord submitted copies of the photographs taken by DG during this inspection showing the condition of the rental unit.
7. DG testified that following the inspection on October 25, 2022 and September 21, 2023. The Tenant was sent a letter on November 17, 2023 concerning this serious matter – highlighting the fire hazards and health risks -- and notified the Tenant of the need to de-clutter. A follow up inspection was conducted on November 29, 2023, December 18, 2023, and August 22, 2025, and there was no improvement made by the Tenant and the rental unit continues to have significant clutter and be unsanitary. The Landlord submitted copies of the photographs taken by DG during this inspection showing the condition of the rental unit.
8. DG testified that he conducted a follow-up inspection of the rental unit on January 23, 2026. He testified that the unit was still heavily cluttered, and the Tenant still had clothing hanging and piled at the bathtub. He testified that he was unable walk around the unit due to the amount of clutter blocking the way.
9. 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 DG that the unit was in a similar state on January 23, 2026, just four days 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.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. Bishnu Devkota ('BD'), the Tenant services coordinator, testified that since the first inspection was scheduled there were many attempts to contact and/or visit the Tenant to encourage them to do the necessary decluttering. There was an in-person meeting with the Tenant on January 8, 2024, when the unit was still deemed to be unsanitary and cluttered. However, the Tenant did not attend the meeting. BD testified that they tried to connect with the Tenant of offer third party assistance to help them bring the unit up to

condition. The Tenant had communicated to BD advising them that they are not allowed to touch anything without their permission.

13. The Landlord's Legal Representative submitted that due to the severe state of the unit and that the problem has gotten worse over the past four years, the Landlord is seeking termination. However, the Landlord is aware that a reasonable timeline is necessary. They submit that the Tenant is elderly and has mobility issues.
14. I accept the Landlord's Legal Representative's submission that eviction is necessary due to the extremes clutter and lack of effort on the Tenant to address the issue for a number of years. I also find allowing approximately 2 months for the Tenant to find new accommodations is reasonable due to the length of the tenancy and both Tenant's health issues.
15. Accordingly, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until August 31, 2026, pursuant to subsection 83(1)(b) of the Act.

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 August 31, 2026.
2. If the unit is not vacated on or before August 31, 2026, then starting September 1, 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 September 1, 2026.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Vinuri Sivalingam
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 March 1, 2027 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.