



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

File Number: LTB-L-014414-26

In the matter of: 201, 828 KINGSTON RD
TORONTO ON M4E1S2

Between: Toronto Seniors Housing Corporation Landlord

And

Zoltan Lefler Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Zoltan Lefler (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; 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.

This application was scheduled to be heard by videoconference on June 10, 2026.

The parties reached a proposed resolution agreement and/or requested mediation services and informed the Board through the Online Dispute Resolution (ODR) Portal.

This application was mediated by videoconference on June 9, 2026 by a Dispute Resolution Officer with the Landlord and Tenant Board.

The Landlord's Representative, Adam Fraccaro, the Tenant, the Tenant's Representative, Bhavin Bilimoria, and the Tenant's Supporter/Caseworker from Street Health Community Nursing Foundation, Lynda Cheng, participated in mediation and agreed to an Order on Consent in full and final satisfaction of the application, and in so doing, understand that their legal rights to a hearing on the merits of the matter have been waived.

I was satisfied that the terms of this agreement are consistent with the *Residential Tenancies Act, 2006* and that the parties have provided their informed, independent, and voluntary consent.

The parties before the LTB consented to the following order:

It is agreed that:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. On January 12, 2026, the Landlord gave the Tenant an N5 notice of termination with a termination date of February 16, 2026.
3. The Tenant did not stop the conduct or activity nor correct the omission indicated within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
4. On January 12, 2026, the Landlord also gave the Tenant an N7 notice of termination with a termination date of February 16, 2026.
5. The Tenant has provided the Landlord with the contact coordinates (name and email address) of their current Caseworker at Street Health Community Nursing Foundation and will keep the Landlord current and up to date with this resource information, for their use and records, going forward.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord has provided the Tenant with a copy of the Clutter Image Rating Scale document to be used as a visual reference and clear, objective tool for the purpose of assessing the condition of the rental unit and determining its clutter level rating in relation to the stated expectation, as set out in this order, below.
8. The rental unit's current condition, as per the Clutter Image Rating Scale, is clutter Level 2 or below, as of June 9, 2026, the date of the mediation.
9. The Landlord will, at their earliest opportunity, provide the Tenant's Supporter/Caseworker with a copy of the Pest Control Treatment and Unit Preparation instructions, guidelines and relevant documentation, and the contact coordinates have been provided for this purpose.
10. The Landlord acknowledges the Tenant's disclosure of a disability within the meaning of Ontario's *Human Rights Code* and acknowledges its obligation to accommodate the Tenant's disability-related needs, and specifically, except for emergencies, the Landlord will:
 - i) provide the Tenant and their Caseworker with at least 48 hours notice of its intention to enter the rental unit under lawful notice, and will make best efforts to give as much notice as possible;
 - ii) make best efforts to coordinate in advance with the Tenant's Caseworker, the lawful notice entries into the rental unit;
 - iii) upon lawful notice, make best efforts to only enter the rental unit in the afternoon, regardless of the reason for entry;
 - iv) copy all correspondence addressed to the Tenant to their Caseworker; and

- v) advise the Tenant's Caseworker in writing, as soon as possible and prior to doing so, of the Landlord's intention to file any application with the Board, pursuant to section 78 of the Act.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Starting immediately and for the 24-month period to June 8, 2028;
 - the Tenant, another occupant of the rental unit or someone the Tenant permits in the residential complex shall not substantially interfere with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and
 - the Tenant, another occupant of the rental unit or a person the Tenant permits in the residential complex shall not seriously impair the safety of any person at the residential complex, and specifically:
 - i) the Tenant shall maintain the rental unit in a state of ordinary cleanliness in accordance with section 33 of the *Residential Tenancies Act*, 2006, and for greater clarity shall:
 - a) maintain the clutter level throughout the rental unit to clutter Level 3 or below, as referenced in the Clutter Image Rating Scale; and
 - b) follow general cleaning and good housekeeping practices to prevent foul odours from occurring and emanating from the rental unit.
 - ii) upon lawful notice and considering the Landlord's accommodations, as provided for in paragraph 10 of this order, above, the Tenant shall not delay, deny, nor interfere with the Landlord's monthly unit inspections, if deemed necessary by the Landlord, to ensure compliance with the conditions set out in paragraph 2 i) of this order, above.
 - iii) upon lawful notice and considering the Landlord's accommodations, as provided for in paragraph 10 of this order, above, the Tenant shall not delay, deny, nor interfere with the Landlord's access to the unit by their agents, including and in particular: building staff, maintenance staff, contractors, vendors and pest control inspectors/technicians.
 - iv) upon lawful notice and considering the Landlord's accommodations, as provided for in paragraph 10 of this order, above, the Tenant shall not delay, deny, nor interfere with the Landlord's required pest control measures (inspections and/or treatments) for the rental unit or residential complex, and for greater clarity, the Tenant shall:

- a) ensure the unit is properly prepared for pest control treatments;
 - b) not cancel, refuse entry/access, nor reschedule pest control treatments; and
 - c) comply with the written recommendations of the pest control inspectors/technicians, within the stated timelines, and by no later than 2 weeks after receiving the recommendations.
- v) upon lawful notice and considering the Landlord's accommodations, as provided for in paragraph 10 of this order, above, the Tenant shall not delay, deny, nor interfere with the Landlord's access to the unit, through their agents, contractor or staff, to perform capital repairs and various projects, as necessary, including and in particular, window replacements and HVAC system installations.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, 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.
4. Provided the Tenant does not breach any of the terms or conditions pursuant to this order, the Landlord waives claim to the costs, effective June 9, 2028.
5. Otherwise, and if not waived by the Landlord, the Tenant shall pay to the Landlord \$186.00 for the cost of filing the application, by no later than June 9, 2028.
6. If the Tenant does not pay the Landlord the full amount owing, if any, on or before June 9, 2028, the Tenant will start to owe interest. This will be simple interest calculated annually from June 10, 2028 on the balance outstanding, at the post-judgment interest rate determined under section 127 of the *Courts of Justice Act*.

June 16, 2026
Date Issued

Janice Campbell
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.