



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005544-26

In the matter of: 1014, 10 GLEN EVEREST RD
SCARBOROUGH ON M1N1J4

Between: Toronto Community Housing Corporation Landlord

And

Suthagaran Chandrapalan Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Suthagaran Chandrapalan (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 April 29, 2026.

The Landlord's Legal Representative, Lee-Anne Thibert; the Landlord's Witnesses, Malsan Gananendran, Sophia Siddiq and Amber Milley; and the Tenant attended the hearing. The Tenant disconnected from the hearing at 10:30 a.m. and did not return.

As of 12:00 p.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. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 6, 2026, the Landlord gave the Tenant an N5 notice of termination deemed served on January 11, 2026. The notice of termination contains the following allegations:

- On June 24, 2025, staff of the landlord attended the rental unit to conduct an inspection. The Tenant prevented unlocking from inside the rental unit and repeatedly yelled at the staff should “leave me alone.”
- On June 27, 2025, staff of the Landlord delivered to the Tenant a letter advising the Tenant that concerns relating to the state of the rental unit had come to their attention and offering to connect TT with supports and services. The letter asked the Tenant to reach out to staff on or before July 4, 2025.
- On July 2, 2025, staff of the Landlord delivered to the Tenant a second letter relating to the state of the rental unit offering to connect the Tenant with supports and service. TT advised to reach out staff on or before July 4, 2025.
- On September 10, 2025, staff of the Landlord attended the rental unit and noticed a foul odour could be smelled from the hallway of the residential complex and was determined to be emanating from the rental unit. Cockroaches were also seen exiting the rental unit while staff were in common 10th floor hallway. Upon entry, staff noted the unit was cluttered with garbage, bags, containers, boxes, and other such combustible items stacked throughout the bedroom, living room and kitchen.

On October 1, 2025, staff of the Landlord attended the rental unit and conducted door knock. The Tenant did not open door. However, site staff observed cockroaches and flies exiting from the unit. Toronto Police Services (‘TPS’) conducted a wellness check. Upon TPS entry to unit, several bugs exited. The unit was reported to be at clutter level 7 on clutter index and identified as being in an extremely poor condition with a foul odour and visibly rotten food and garbage throughout the unit. TPS requested Toronto Fire Services (‘TFS’) conduct a safety inspection due to visible hazards.

- On November 4, 2025, staff of the Landlord attended the rental unit to conduct an inspection and while standing in common 10th floor hallway, staff observed cockroaches exiting the rental unit. The Tenant did not respond to door knocks and staff of the Landlord entered the rental unit and identified bags and other combustibles strewn about and foul odour still prominent even from common 10th floor hallway.
4. The Landlord’s Witness, Sophia Siddiq (‘SS’), who is a community services coordinator employed by the Landlord, testified that she began reaching out to the Tenant about their tenancy in approximately June 2025, due to the complaints about the odour emanating from the Tenant’s rental unit.
 5. SS testified that she reached out to the Tenant on June 27, 2025 and July 2, 2025 to assist the Tenant in maintaining their tenancy by connecting the Tenant to supports, services and resources.
 6. SS testified she entered the rental unit on September 10, 2025 and took photos of the rental unit which were sent to the Landlord’s Legal Representative on September 10, 2025.

7. SS testified when she entered the rental unit on September 10, 2025, she noticed a strong unpleasant odour emanating from the Tenant's rental unit into the common hallway of the residential complex. SS testified she also observed cockroaches emerging from the Tenant's rental unit.
8. SS testified that upon entering the rental unit she observed clutter including rotting food boxes, personal effects and garbage piled throughout the rental unit. SS summarized the clutter in the unit including that much of the rental unit was inaccessible and that the clutter rating was determined to be a level 7.
9. SS testified that on November 4, 2025, she attended the rental unit to inspect and was unable to open the door due to the clutter blocking the door.
10. SS testified that she attended the rental unit again on April 8, 2026 and observed that the amount of clutter in the rental unit and foul odour had increased compared to when the unit was first inspected on September 10, 2025.
11. SS testified that despite the Landlord's attempt to connect the Tenant with supports from outside organizations, the Tenant refuses to engage with referrals for support.
12. The Landlord entered into evidence photos of the rental unit from September 10, 2025, November 4, 2025 and April 8, 2026 and the clutter in the rental unit appears to have gotten worse with garbage piled throughout the rental unit, obstructing walkways, surfaces, furniture and blocking exits causing a fire safety hazard.
13. Sections 33 and 64(1) of the *Residential Tenancies Act, 2006* (the 'Act') state:

33 The tenant is responsible for ordinary cleanliness of the rental unit, except to the extent that the tenancy agreement requires the landlord to clean it.

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

14. Based on the evidence before the Board, I am satisfied that the Tenant has substantially interfered with the Landlord's reasonable enjoyment and their lawful rights, privileges and interests. The uncontested evidence of the Landlord shows that the rental unit was not in a state of ordinary cleanliness. Rather, the unit appears to be in a state of excessive clutter which constitute a fire hazard within the rental unit.
15. Based on the photo evidence entered by the Landlord, I am satisfied the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination by returning the rental unit to a state of ordinary cleanliness. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

16. The Tenant was required to pay the Landlord \$309.96 in daily compensation for use and occupation of the rental unit for the period from February 7, 2026 to April 29, 2026. The Tenant has paid the rent owing up to April 30, 2026.
17. Based on the monthly rent, the daily compensation is \$3.78. This amount is calculated as follows: \$115.00 x 12, divided by 365 days.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.
20. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) 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 July 4, 2026.
2. If the unit is not vacated on or before July 4, 2026, then starting July 5, 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 July 5, 2026.
4. The Tenant shall also pay the Landlord compensation of \$3.78 per day for the use of the unit starting April 30, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 5, 2026 at 4.00% annually on the balance outstanding.

June 23, 2026
Date Issued

Christopher Lin
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 January 5, 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.