



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

File Number: LTB-L-020127-23
LTB-L-061443-23

In the matter of: CABIN 3, 2121 OLDE BASELINE ROAD
INGLEWOOD ON L7C0K1

Between: Lakhvinder Sandhu Landlord

And

Alexandra Gajli Tenant

Lakhvinder Sandhu (the 'Landlord') applied for an order to terminate the tenancy and evict Alexandra Gajli (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (LTB-L-020127-23).
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises (LTB-L-061443-23)

These applications were heard together by videoconference on July 31, 2023, March 27, 2024, June 3, 2025 and June 11, 2026.

The Landlord's Agent, D. Boucher, and the Tenant attended the hearings.

Determinations:

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1. The Tenant disputed that the lawful rent is \$750.00 as claimed by the Landlord in this application. A copy of the parties Agreement to Lease ('Agreement') dated October 10, 2017 for a one year term commencing on December 1, 2017 was provided into evidence (DOC-1877719). Although, the Agreement provided that the monthly rent is \$750.00, the Tenant asserted that within a few months of moving into the unit the prior Property Manager and her agreed that if the Tenant did some small "fixings" around the rental unit the rent would be reduced by \$100.00 to \$650.00. The Tenant also asserted that the unit is a log cabin and needs constant maintenance. The Tenant argued that the Landlord cannot unilaterally change the terms of this agreement.
2. The Landlord's Agent stated that the Tenant has not provided any documentation in support of her assertion of an agreement and that this alleged verbal agreement was made with someone who was not a signatory to the parties' original written Agreement. He also

stated that after he took over managing the property for the Landlord in August 2022 he provided the Tenant with a letter in writing advising to not do any maintenance on the property as that is the Landlord's responsibility and to pay the rent as agreed of \$750.00 which the Tenant has refused to do to date.

3. Subsection 3(1) of the Act states:

This Act, except Part V.1, applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary.

4. Subsection 20(1) of the Act states:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

5. In accordance with subsection 20(1) of the Act, the landlord is responsible for maintenance and repairs of the rental unit. This is the Landlord's obligation and parties cannot agree to waive this obligation as set out in subsection 3(1) of the Act.

6. Additionally, I was not satisfied that there was a clear agreement between the parties as to what the Tenant was to do at the rental unit in exchange for the rent reduction. She used the term small "fixings" but could not clarify what that meant, nor did she provide any supporting documents (such as receipts for supplies) and/or pictures of these small "fixings" she completed on a monthly basis from 2017 to present. Her only assertions were that she replaced the window screens in 2023 and regularly did exterior yard work, however no receipts in support of purchasing replacement screens were provided into evidence and application, LTB-L-061443-23, heard together with this one was filed by the Landlord is in relation to allegations that the Tenant has willfully caused damage to the lawn/yard by storing large amounts of items and garbage around the property.

7. Based on the evidence before me, and in accordance with section 3 of the Act, the parties cannot waive the Landlord's obligation to maintain the unit under the Act by an agreement. As well, I find it more likely than not that there was never any real meeting of the minds between the parties regarding the terms of the Tenant's alleged agreement with the property manager. The Tenant did not demonstrate what small "fixings" meant or what was done by her in exchange for the purported rent reduction. Therefore, I cannot find that the parties had an agreement to reduce the rent after they signed the written Agreement.

8. Consequently, I find that the lawful monthly rent is \$750.00. There was no dispute that it is due on the 1st day of each month. Based on the monthly rent, the daily rent/compensation is \$24.66. This amount is calculated as follows: \$750.00 x 12, divided by 365 days.

9. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The Tenant has paid \$25,465.25 to the Landlord since the application was filed.
12. Therefore, the rent arrears owing to June 30, 2026 are \$4,534.75.

Section 82 Issues

13. This matter was previously adjourned to allow the Tenant an opportunity to clarify the issues she intends to raise pursuant to section 82 of the Act and disclose/organize any documents, pictures, and other evidence she intends to rely upon. At the hearing on June 3, 2025 the Tenant still had not clarified those issues, so they were clarified during that hearing and listed out in the interim order, LTB-L-020127-23, issued on June 10, 2025.
14. At this hearing, the Tenant stated that she was unable to disclose/organize/submit her supporting evidence for her section 82 of the Act issues and did not want to jeopardize her ability to have these issues determined without the supporting evidence. As a result the Tenant opted to not pursue those issues pursuant to section 82 of the Act and may bring her own application(s) to have those issues determined by the LTB.

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15. On August 7, 2023, the Landlord gave the Tenant a Notice to End your Tenancy For Causing Serious Problems in the Rental Unit or Residential Complex (N7 Notice) pursuant to subsection 63(1)(a) of the Act. The N7 Notice contains the following allegations:
 - You or someone visiting or living with you has wilfully damaged the rental unit or residential complex.
 - Aug 29, 2022 – letter sent regarding status of yard, truckload of logs on lawn for months, brush debris, and unused hot tub cluttering yard. Several verbal and text messages sent.
 - Feb 13, 2020 – follow up letter regarding same issues, additional issues regarding fire safety and unauthorized work completed on the cabin.
 - June 2, 2023 – No clean up or yard maintenance has been completed by Tenant this spring, weeds over 2 feet tall, logs, branches and debris covering large portal of yard, lawn is destroyed.

16. Subsection 63(1)(a) of the Act provides that:

(1) Despite section 62, a landlord may give a tenant notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex,

(a) wilfully causes undue damage to the rental unit or the residential complex;

17. The Landlord's Agent stated that the Tenant has basically destroyed the property surrounding the cabin. He stated that the Landlord had previously sent two letters to the

Tenant, one on August 29, 2022 and another on February 13, 2023, copies of which were provided into evidence (DOC-1883769 and DOC-1883781).

18. The letter dated August 29, 2022 advised the Tenant that the Town By-Laws require the grass to be maintained and the yard free from insects, vermin, and conditions that may lead to infestations which requires her to remove all logs and brush. The letter dated February 13, 2023 notified the Tenant that the previous issues regarding the inability to do yard maintenance and removal had not been resolved, and that "your response to our offered assistance in October was to call the Police, they indicated we should give you an additional 14 days to work on completion of the tasks, that was over 3 months ago....the cleanup is still not complete."
19. The Landlord's Agent stated that the Tenant has built a number of raised plant beds, an organic gardening concept wherein one uses branches and dirt to hold in moisture above the ground which are extremely difficult to take apart and remove. He also stated that the Tenant has brought truckloads of wood and logs which she is storing around the cabin and property. He further stated that she is storing contents from another house she was evicted from and large amounts of garbage around the property.
20. The Landlord's Agent also stated that as a result of the above issues on the property the Tenant has destroyed five thousand to six thousand square feet of grass/lawn. In support of his assertion he provided photos taken of the property on May 30, 2025, including aerial views, into evidence (DOC-5729539). The photos showed numerous disregarded household items, including many furniture items, various appliances, mattresses, containers, kitchenware, bags, etc. in several large piles around the property, wood logs and tree branches in various piles around the property, the raised garden beds which appear as large mounds of branches and mud in various areas around the property, and what appears to be garbage and plastic bags in large piles around the property.
21. The Landlord's Agent further stated that the area around the cabin had a residential quality lawn, but since this application was filed the area has gotten worse with additional contents and garbage being stored. He stated, but did not provide into evidence, that there were additional aerial photos taken last month which showed that these items have just been pushed around in an attempt to hide them including putting stuff in the treelines. He also stated that the Tenant has been burning items at the property when there is a no burn permit.
22. The Landlord's Agent stated that the costs to dispose of everything, complete grading and lawn repair on the property is estimated at \$6,635.00 and that is doing most of the work inhouse. He stated that the Landlord owns a golf course and will use that staff in order to reduce labour costs. He submitted that the Tenant's ongoing failure to address these issues affects the Landlord's business, his employees, and other residents in the area. He also submitted that the Tenant continues to disregard Town By-Laws and Fire Safety.
23. The Landlord's Agent maintained that the outside walls of the cabin show signs of deterioration due to the stuff piled up on the inside. He also maintained that the Tenant has failed to allow them access to the cabin or to do roof repairs. He further maintained that the Tenant has completed unauthorized electrical work on the cabin and then has complained to them about it.

24. The Tenant stated that she has been in a state of sickness for three and half years because of these applications and other applications brought against her by the Landlord. She also stated that she is unaware of any By-Law or Fire Department orders issued and that the Landlord's Agent has not provided any copies of these orders.
25. The Tenant stated that the Landlord's previous manager had verbally allowed her to have the garden beds because when she asked him he smiled and said yes but in back not the front. She also stated that she has recently got rid of four rows of these garden beds by dismantling them and burning the wood and asserted that she is permitted to burn on the property when cooking.
26. The Tenant also stated that when they moved into the property the grass was so tall they did not see items underneath such as old wood palettes, a boat, broken glass, logs, and areas filled with garbage. She stated that it took them two days to remove all the garbage and since the logs were no good for firewood, she used them for the garden beds. She also stated that there was never a lawn or residential grass but she overlooked this because she was happy to get the cabin. She further maintained that the terrain is not even and would be difficult to cut the grass with a residential lawn mower.
27. She stated that she has had no access to garbage for the last one and half years as their garbage can was removed/stolen and never replaced which is why garbage is piled on the property. She stated that when she went to the golf course to dispose of her garbage she was harassed. She also stated that when they lost the other house they only had 72 hours to remove those belongings, including ten mattresses, so the items were stored on the property as they could not afford to do anything else.
28. The Tenant denies that she has pushed the stuff into the treelines. She maintained that they have since picked up and cleared most of the stuff from around the property. In support of this assertion, the Tenant provided copies of two photos into evidence (DOC-8111695 and DOC-8111700). The Tenant's first photo which was taken at night appears to show an area behind the cabin recently cleared as there is still small debris on the muddy ground and what appears to be a fire pit in the middle, there is no grass in the area and there are still a couple of large items just outside the cleared area. The Tenant's second photo taken during the day showed what appeared to be another small area cleared (muddy ground) in between some trees.
29. The Tenant did acknowledge that there is still one area on the property where they pile their garbage and the leftover foam from the mattresses is also there. She also stated that it is legal to have enclosures which she has built to store her belongings in on the property (outside).
30. The Tenant stated that she was responsible for the "fixings" so she tried to insulate the wires and there was an explosion in the bathroom. She also stated that she fixed the baseboard heaters so she would not freeze. She further stated that the Town requires that her hot tub be fenced but it has never been connected and the Town has never come after her for this issue.
31. Based on the evidence before me, I was satisfied that the Tenant has wilfully caused undue damage to the rental unit by storing large piles of excess items and garbage around the property. This has destroyed the grass/lawn surrounding the cabin. The Tenant's own

pictures demonstrated that the areas where she asserts her items have since been removed showed that these areas have no grass left as only large patches of muddy ground is visible.

32. The Tenant's evidence of the condition of the property upon move in is not relevant to the current condition of the property as she testified she originally cleaned up the property. The Tenant acknowledged storing a large number of items around the property including household items, garbage, and wood logs. The Tenant also admitted to building raised garden beds with logs and mud asserting that she was given verbal permission one time. There are numerous garden beds around the property that do not appear to be used for that purpose and will be extremely difficult to dismantle. I find it unlikely that the Tenant had permission to install this many garden beds. I find it more likely than not these garden beds have increased over the years, despite new directions from the Landlord, and are simply a result of an excess amount of unusable firewood/logs.
33. The Tenant further asserted that there is no garbage collection. I was not satisfied that the Tenant does not have access to garbage collection. The Tenant's evidence was that the garbage can was removed or stolen and not replaced. The Landlord's Agent confirmed that garbage collection is done by the Township and all other properties in the area simply put out their garbage on garbage day and it is picked up. Given this, I find there is no reason for the Tenant not to simply purchase another garbage can and/or put her garbage out in bags during collection times. If the Township has rules about garbage collection that would be up to the Tenant to follow up with them regarding those rules. The Tenant has not requested any assistance in this matter from the Landlord or the Town, and she simply chose to continue to store garbage on the property for over one and half years. I find this to be intentional and unreasonable.

Compensation for damages

34. Based on the evidence before me I was satisfied that the Landlord will incur reasonable costs of \$6,635.00 to remove the remaining items and replace the grass/lawn that was damaged. The area damaged is quite large and most likely will require a number of days to be cleaned up and then restored. I find on a balance of probabilities that this amount is reasonable given the extent of the work needed to be completed at this large property.

Last Month's rent deposit, Interest on the Last Month's rent deposit, and costs

35. The Landlord collected a rent deposit of \$750.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
36. Interest on the rent deposit, in the amount of \$6.99 is owing to the Tenant for the period from January 1, 2026 to June 11, 2026.
37. The Landlord incurred costs of \$372.00 (\$186.00 x 2) for filing these applications and is entitled to reimbursement of those costs.

Relief From Eviction

38. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
39. The Landlord's Agent requested a fifteen day eviction order. He submitted that these issues have been ongoing for years and the Tenant has still not remedied either the rent arrears or the condition of the property. He also submitted that the Tenant may have cleaned up a couple of piles, but he relied on the aerial photos provided into evidence which demonstrated that there are several large piles of items and garbage being stored at various areas around the property destroying the grass/lawn. He further submitted that the Tenant has not demonstrated that she can pay the rent arrears nor can she afford to pay for the reasonable costs to restore grass/lawn at the property.
40. The Tenant stated that she has lived in the property for eight years. She resides in the unit with her ex-partner who is 72 years old, receives CPP, and has balance and cardiac health issues. She stated that she is currently not working, has no personal income, has 4 years before she can receive CPP, and will not go on Ontario Works. She also stated that since her and her partner are no longer a couple she would have to move on her own and as such would not be able to afford rent at another property.
41. The Tenant also stated that she would not be able to pay any arrears found to be owing but could pay the additional \$100.00 a month if ordered to do so. She stated that she has been sick, depressed, and suffering from PTSD due to the loss of the other house and that income from renting it on Airbnb. She stated everything was going good with that arrangement and she put a lot of money into that house to make it better, and felt she did everything in accordance with the law.
42. The Tenant further stated that she has cleaned up the property and it will never be messy again. She stated she will get better and put stuff away. She also stated that if the garbage issue is properly resolved she would not have to keep the garbage on the property.
43. The Tenant has confirmed that she is not able to pay the outstanding rent arrears nor can she pay the Landlord's reasonable costs to restore the property. The Tenant has had almost three years to remedy the issues in these applications and failed to do so in their entirety. Although the Tenant cleaned up two areas on the property, she acknowledged that she built enclosures on the property to store her stuff and continues to simply pile garbage for the last year and a half in another area on the property.
44. In these circumstances, I find that it would be unfair to grant a conditional order. However, since the Tenant has lived in the rental unit for over eight years and her elderly partner will be impacted by this eviction, I find that it would not be unfair to delay the eviction for at least 60 days to provide the Tenant and her partner some additional time to find alternate housing and vacate the unit.

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. The Tenant shall pay to the Landlord \$3,485.02. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application (LTB-L-020127-23). The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$24.66 per day for the use of the unit starting June 12, 2026 until the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$6,635.00, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application (LTB-L-061443-23).
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.
7. 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.
8. 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.

June 25, 2026
Date Issued

Lisa Del Vecchio
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 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$29,521.26
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$25,465.25
Less the amount of the last month's rent deposit	- \$750.00
Less the amount of the interest on the last month's rent deposit	- \$6.99
Total amount owing to the Landlord	\$3,485.02
Plus daily compensation owing for each day of occupation starting June 12, 2026	\$24.66 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	