



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-107420-25

In the matter of: 501, 350 CHURCH ST
WINDSOR ON N9A7C8

Between: Ka Wah Manor Landlord

And

Leena Kaleem Tenant

Ka Wah Manor (the 'Landlord') applied for an order to terminate the tenancy and evict Leena Kaleem (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 2, 2026.

Only the Landlord's legal representative, Cameron Parrott, attended the hearing.

As of 10:12am, 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.

The Landlord called Sean Carder ("SC") as a witness.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 5, 2025, the Landlord gave the Tenant an N5 notice of termination. The termination date in the N5 notice was December 26, 2025. The N5 notice is a first N5 notice.

4. The N5 notice alleges that, on November 27, 2025, the Landlord or the Landlord's agents attended the rental unit for an inspection and found the condition of the rental unit to be very poor. The notice alleges that there was a bad odour coming from the rental unit and fruit flies in the hallway. It further alleges that the rental unit contained excessive contents, including household garbage, food waste, discarded plastic, shopping bags, newspaper, discarded boxes and packaging, a bicycle, plastic bins or totes, and furniture.
5. The N5 notice also alleges that the condition of the rental unit prevented a complete inspection and did not allow for effective pest control treatment. The notice further alleges that the excessive contents prevented safe egress in the event of an emergency and prevented the front door from opening completely. The notice alleges that the flies and odour emanating into the hallway interfered with other tenants' reasonable enjoyment of the premises.
6. SC testified that he is the building inspector and custodian. He testified to the contents of the N5 notice. Photographs of the rental unit were entered into evidence. I accept SC's evidence, which was consistent with the photographs filed. The photographs show a significant amount of garbage, food waste, containers, bags, boxes, personal belongings, and other contents throughout the rental unit, including near the entrance, living area and kitchen.
7. I find that the condition of the rental unit substantially interfered with the Landlord's lawful right, privilege or interest in inspecting the rental unit, carrying out pest control, and maintaining the residential complex. I also find that the bad odour and fruit flies emanating from the rental unit substantially interfered with the reasonable enjoyment of other tenants in the residential complex.
8. The Tenant had seven days after receiving the N5 notice to stop the conduct or correct the behaviour described in the notice. The voiding period was from December 5, 2025, to December 12, 2025.
9. SC testified that he returned to the rental unit on December 12, 2025, and the rental unit was in the same condition. I find that the Tenant did not stop the conduct or correct the behaviour within seven days after receiving the N5 notice. Therefore, the Tenant did not void the N5 notice in accordance with the *Residential Tenancies Act*, 2006 (the 'Act').
10. SC also testified that he returned to the rental unit on April 1, 2026, and the rental unit was still in the same condition. I find that the substantial interference was ongoing as of the day before the hearing.
11. The Landlord sought termination of the tenancy. SC testified that the Landlord had not had any contact from the Tenant and that the condition of the rental unit had not improved.
12. I have considered all of the disclosed circumstances in accordance with section 83 of the Act. The Tenant did not attend the hearing to provide evidence about their circumstances. Given the seriousness of the condition of the rental unit, the ongoing nature of the substantial interference, the pest control and safety concerns, and the lack of evidence that the conduct will be corrected, I find that it would not be unfair to grant termination of the tenancy.

13. I have also considered whether to grant conditional relief from eviction. I find that conditional relief is not appropriate. The Tenant did not void the N5 notice, the condition of the rental unit had not improved by April 1, 2026, and there was no evidence before me that the Tenant intends or is able to correct the behaviour.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

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 10, 2026.
2. If the unit is not vacated on or before July 10, 2026, then starting July 11, 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 11, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026 at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Colin Elsby
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 11, 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.