



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-003640-26

In the matter of: MAIN FLOOR MIDDLE FRONT ROOM 2,
439 PAPE AVE TORONTO ON M4K 3P6

Between: Nadeem Khaliq Landlord

and

Christopher John Greenland Tenant

Nadeem Khaliq (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher John Greenland (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date. At the hearing, the Landlord's representative withdraw the Landlord's claim for daily compensation and I consented.

Nadeem Khaliq (the 'Landlord') also applied for an order requiring Christopher John Greenland (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 29, 2026.

Only the Landlord and the Landlord's representative, Julia MacDonald, attended the hearing.

As of 9:31 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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 Application is granted.

N5 -Notice of Termination

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 10, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served by mail on December 15, 2025.

a. Substantial interference

4. The notice of termination alleges that the Tenant failed to maintain the rental unit in a reasonably clean condition. The notice provides that the Tenant's unit contains clutter, garbage, combustible materials and a bed bug infestation.
5. The N5 notice further alleges that the Tenant refused access to a pest control technician on November 8, 2025 and November 21, 2025. The Landlord indicated that on November 20, 2025, the Tenant was served with a valid notice of entry informing him that the Landlord and the pest control technician would attend the following day between 2:00 p.m. and 6:00 p.m.
6. The N5 Notice was served by the Landlord under subsection 64(1) of the *Residential Tenancies Act, 2006* (the 'Act'). Subsection 64(3) of the Act provides that the N5 Notice is voided if the Tenant does not engage in any further conduct of the type described in the N5 Notice during the 7 day period after the N5 Notice was given to the Tenant. In this case, that 7-day voiding period was from December 15, 2025 to December 22, 2025.
7. The Landlord bears the burden of proving, on the balance of probabilities, that the remaining conduct alleged in the N5 notice was not corrected, or reoccurred, during the seven day voiding period.
8. The Landlord testified that concerns about the condition of the rental unit first arose following complaints from the basement Tenant regarding bed bugs. On October 30, 2025, the Landlord provided the Tenant with notice that an inspection would occur on October 31, 2025. During that inspection, the Landlord observed excessive clutter, accumulated garbage, recycling, personal belongings and combustible materials throughout the rental unit. The Landlord testified that bed bugs were also present.
9. The Landlord arranged for pest control treatment on November 8 and November 21, 2025. Although the Tenant initially refused access for pest control treatment, the Landlord acknowledged during the hearing that the Tenant permitted entry during the seven day voiding period following service of the N5 notice. Therefore, I find that the allegation concerning entry to allow the pest control technician into the rental unit was corrected during the voiding period in accordance with s.64(3) of the Act.

10. With respect to the allegation about the condition of the unit, the Landlord testified that when he attended the rental unit during the voiding period with the pest control technician on December 18, 2025, the condition of the rental unit remained unchanged. The Landlord relied on the December 18, 2025 pest control technician's report, inspection photographs taken the same day, and the fact that the Tenant's unit had accumulated more garbage and clutter. The Landlord also referred to inspection photographs taken on January 21, 2026 and April 22, 2026, and video recordings, which demonstrated that the condition of the rental unit had not improved.
11. I am satisfied that the condition of the rental unit substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenant. The Landlord indicated that the basement Tenant complained about bed bugs originating from the Tenant's unit and that the condition of the unit prevented effective pest control treatment. The Landlord testified that the excessive clutter and garbage, combustible materials created ongoing sanitary and safety concerns within the residential complex. In addition, the Tenant has failed to comply with his obligation under section 33 of the Act to maintain ordinary cleanliness of the rental unit.
12. Based on the uncontested evidence before me, I find that although the refusal of entry allegation was corrected during the voiding period, the Tenant did not correct the unsanitary condition of the rental unit within seven days after receiving the N5 notice. Accordingly, the cleanliness allegation was not voided in accordance with s.64(3) of the Act.

b. Wilful or Negligent Damage and Compensation for damages

13. The N5 notice also alleges that the Tenant willfully or negligently damaged the rental unit by breaking the thermostat and causing the Landlord to incur replacement costs of \$192.10. An invoice from Skytech Home Comfort is attached to the notice.
14. Subsection 62(3) of the Act states: "the notice of termination under this section is void if the tenant, within seven days after receiving the notice, complies with the requirement referred to in clause (2) (c) or makes arrangements satisfactory to the landlord to comply with that requirement." In this case the Tenant has not paid for the costs or repaired the damage.
15. The Landlord testified that on November 29, 2025, he attended the residential complex after receiving complaints that there was no heat. During his inspection, he discovered that the thermostat had been broken from the wall, causing the heating system to malfunction. The thermostat was replaced at a cost of \$192.10.
16. I am satisfied on a balance of probabilities that the damage was caused by the Tenant. I say this because the thermostat was located within the Tenant's unit, and there was no evidence that any other person had access to it. The Landlord stated that the thermostat had been operating properly before the incident. In the absence of evidence that any other person entered the rental unit or had access to the thermostat, I find that a reasonable inference can be drawn that the damage was caused by the Tenant or a person permitted by the Tenant in the rental unit.

17. I also find that the Landlord incurred reasonable replacement cost of \$192.10 due to the undue damage caused wilfully or negligently by the Tenant or an occupant. Therefore, the Landlord is entitled to reimbursement of those costs.

Relief from Eviction

18. The Landlord's representative requested to terminate the tenancy, alternatively she requested a conditional order if eviction was not granted.
19. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. I have also considered the evidence that the Tenant may have health issues and that the Tenant permitted entry during the voiding period.
20. In this case, I am of the view that a conditional order is appropriate in the circumstances. A conditional order allows the Tenant an opportunity to preserve his tenancy by cleaning up his rental unit but also allows the Landlord to seek an eviction order without another hearing being held if the condition of the unit does not improve.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. On or before July 31, 2026, the Tenant shall restore the rental unit to a state of ordinary cleanliness, including, but not limited to:
 - a. dispose of all food waste promptly and maintain the rental unit free from accumulated food waste. In addition, dispose of all open or spoiled food or store all food in sealed containers in the refrigerator;
 - b. remove garbage, recycling and household waste from the rental unit at least every other day;
 - c. remove all combustible, flammable or otherwise hazardous materials from within 18 inches of the stove;
 - d. remove excessive clutter from all rooms and closets so they are used for their intended purpose and remain reasonably clean and accessible;
 - e. stack items securely and not higher than 4 feet or shoulder height; and
 - f. exits and entranceways clear and accessible, e.g. unit doors able to open all the way.
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 Board without notice to the Tenant.

4. The Tenant shall pay the Landlord \$192.10 for the reasonable cost of replacing the damaged thermostat.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 9, 2026 at 4.00% annually on the balance outstanding.

June 26, 2026
Date Issued

Adeela Alvez
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.