



Order under Section 69

**Residential Tenancies Act, 2006**

**File Number:** TEL-09110-20

**In the matter of:** 408, 263 PHARMACY AVENUE  
TORONTO ON M1L3E8

**Between:** Homestead Land Holdings Limited Landlord

**And**

Hannah Officer Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Hannah Officer (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has interfered with the reasonable enjoyment of the rental unit and has wilfully or negligently caused undue damage to the rental unit and to the rental unit below it.

This application was heard on May 18, 2021 via video conference.

Only the Landlord's legal representative, Andrew Hyland, (AH) attended the hearing. By 2 p.m. the Tenant had not attended the hearing, although properly with a notice of hearing.

**Determinations:**

1. The Landlord served two N5's termination notices on the Tenant. The first N5's termination date was December 27, 2019. The Landlord alleges that the Tenant's failure to keep the rental unit in a state of ordinary cleanliness caused damage to the rental unit and the rental unit immediately below it. The N5 notice gave the Tenant an opportunity to void the notice by correcting the problem within 7 days of receiving the notice. The Tenant did not void the first N5. The Landlord served a second N5 with a termination date of February 21, 2020, alleging that clutter inside the rental unit is substantially interfering with the Landlord's and the other tenants' reasonable enjoyment of the rental complex. To support its allegations, the Landlord submitted photographs of the condition of the rental unit.
2. Elvi Begaj, (EB), the community manager at the residential complex, testified on behalf of the Landlord. He stated that he has visited the rental unit on at least five different occasions, beginning in November of 2019. Photographs of the rental unit taken by EB on different occasions, from November of 2019 to May of 2020, were submitted as evidence.

3. The pictures show that there is water damage to the floor and walls of the bathroom in the rental unit and to the ceiling of the rental unit directly below it. EB testified that the condition of the bathroom in the rental unit is unsanitary, producing pictures which show that the toilet is filled with unflushed material. I am satisfied that the damage was negligent as no water leak was reported and the resulting damage was extensive. It is more likely than not that the Tenant negligently caused the water damage.
4. The Landlord stated that the cost of repairing the damage in the Tenant's rental unit is \$2,500.00, and the cost to repair the damage in the rental unit below it is \$400.00. Based on the Landlord's uncontested and internally consistent evidence, I find on a balance of probabilities that the Tenant caused undue damage to the rental unit in the amount of \$2,500.00 and to the rental unit below in the amount of \$400.00, for a total amount of \$2,900.00.
5. The Landlord also submitted photos in support of the claim of the continuous unacceptable level of clutter inside the rental unit. These show that the rental unit is filled with items collected by the Tenant and kept in a very state of disorder throughout the rental unit. These items include empty cans and bottles, and old clothes. Pictures were also submitted which show that the Tenant leaves bags full of collected items in the corridor outside of the rental unit. The rental unit is filled to capacity with little room to walk around. Based on the uncontested evidence of the Landlord, I am satisfied that the Tenant has substantially interfered with the Landlord's reasonable enjoyment of the residential unit.
6. Based on the uncontested evidence of the Landlord, I find on a balance of probabilities, that the clutter in the rental unit created by the Tenant has created safety concerns and as such has substantially interfered with the Landlord's and the other tenants' reasonable use of the residential unit..
7. With respect to relief from eviction pursuant to s.83, since the Tenant was not at the hearing, I can only rely on available evidence. The tenancy between the Landlord and the Tenant is terminated. However, given the large amount of clutter found in the rental unit, I set the termination date for July 31, 2021 in order to give the Tenant sufficient time to remove the clutter. I find this would be of assistance to the Tenant, who will need time to move, as well as the Landlord, whose unit will need to be returned to its original condition.

**It is ordered that:**

1. The tenancy is terminated. The Tenant must move out of the rental unit on or before July 31, 2021.
2. The Tenant shall pay to the Landlord \$2,900.00 for the damage to the rental unit and the damage to the unit below it.

3. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2021, the Tenant will start to owe interest. This will be simple interest calculated from July 31, 2021 at 2.00% annually on the balance outstanding.
4. If the unit is not vacated on or before July 31, 2021, then starting August 1, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 31, 2021.

2021 CanLII 98664 (ON LTB)



**June 30, 2021**  
**Date Issued**

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Pasquale Fiorino  
Member, Landlord and Tenant Board

Toronto East-RO  
2275 Midland Avenue, Unit 2  
Toronto ON M1P3E7

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 eviction order expires on January 31, 2022 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.