



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: FAITH PLACE v COLLEY, 2025 ONLTB 96236

Date: 2025-01-07

File Number: LTB-L-059425-25

In the matter of: 1103, 44 WILLIAM ST W
OSHAWA ON L1G1J9

Between: FAITH PLACE Landlord

And

CRAIG COLLEY Tenant

FAITH PLACE (the 'Landlord') applied for an order to terminate the tenancy and evict CRAIG COLLEY (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.

FAITH PLACE (the 'Landlord') applied for an order requiring CRAIG COLLEY (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 November 5, 2025.

The Landlord's Legal Representative Elizabeth Chea, the Landlord's Agent Dayna Graham, the Tenant and the Tenant's support person Nardia attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy as the Tenant or someone visiting or living with the Tenant had substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful rights, privileges, or interests of the Landlord or another person. Therefore, the tenancy between the Landlord and the Tenant shall be terminated as of January 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 10, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on July 9, 2025. The notice of termination alleges the Tenant or someone visiting or living with the Tenant had substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful rights, privileges, or interests of the Landlord or another person as follows:
 - The Tenant failed to have his unit prepped for pest control on June 5, 18, 30, and July 3, 2025.
 - A foul odor emanated from the Tenants rental unit on January 2, 2025, June 20, 2025 and July 1, 2025.
 - The Tenant urinated or attempted to urinate on the exterior of the residential complex on February 19, 2025

Substantial Interference

Failure to Prepare for Pest Control

4. Dayna Graham the Landlord's Agent testified that she is employed as an administrator for the Landlord and stated that the Landlord has been attempting to deal with a bedbug infestation within the rental unit and surrounding units for an extended period of time.
5. She testified that pursuant to the lease agreement the Tenant is to conform with the directives given regarding treatment procedures of their apartment: including preparation, treatment and follow-up.
6. The Tenant also signed an acknowledgment on June 4, 2025 that he had received the insect infestation treatment instructions from the Landlord.
7. The Landlord provided written notices to the Tenant in advance of each of the scheduled pest control treatments for bedbugs.

8. Notwithstanding being provided with instructions regarding treatment preparation procedures each time that Pro-X Pest Control attended the Tenant's unit for treatment the unit was not properly prepared for treatment, and full treatment could not be completed on June 5, 18, 30, and July 3 and 17, 2025. The unit was in an unkept state with clothing and items strewn throughout.
9. The Landlord provided photographs taken by staff during each attempted treatment by pest control and confirm the state of the Tenant's rental unit and lack of preparation for treatment.
10. Mike Gray president of Pro-X Pest Control provided testimony that he has been in the pest control business for 27 years and recalls attending the Tenant's unit. He stated that the Tenant's unit was not prepared properly for treatment and that unsanitary conditions in the unit contributed to the infestation.
11. He described the infestation as severe, and given the severity of the infestation it would have required multiple treatments to eliminate the bed bugs. However, if the Tenant had complied with preparation before treatment they would have been able to eliminate the infestation.
12. Mike Gray further testified that he also treated units surrounding the Tenants for bedbugs and is confident that the infestations in those units stemmed from the issues in the Tenant's unit.
13. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination and neglected to prepare his unit for pest control treatment that occurred during this period on July 17, 2025. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
14. The Tenant does not dispute the claims of the Landlord and testified that he wishes to remain in the rental unit. He suffers from multiple sclerosis and it is difficult for him to perform certain tasks including properly preparing his unit for treatment.
15. The Tenant acknowledges that he does receive assistance from a personal support worker and has never asked them to assist in preparing his unit for pest control treatments nor has he asked the Landlord for assistance in preparing his unit for pest control treatments.
16. The Tenant's conduct has interfered with the lawful rights or interests of the Landlord. The Landlord has obligations regarding maintenance and repair under section 20 of the Act. Keeping the residential complex free of pests falls under this obligation. The Tenant's conduct has interfered with the Landlord's ability to meet its obligations under the Act.
17. The Landlord has also had to close the common room on the floor the Tenant's unit is located on, as well as moving church serves in the building to outdoors during the summer as a result of the state of the Tenant's unit and the infestation.
18. A Tenant in the residential complex Vicki Homes testified that she has concerns when travelling in the elevator with the Tenant that bedbugs may be transferred, she also has been affected as all community events within the residential complex have been cancelled

due to the infestation. In addition personal support workers have refused to attend various units due to the infestation which is affecting other tenants.

19. Based on the evidence before me I am satisfied that the Tenant's failure to prepare his unit for pest control treatments has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

Other allegations of substantial interference

20. Although the Landlord's Agent provided testimony with respect to a foul odor emanating from the Tenant's rental unit on January 2, June 20 and July 1, 2025 as well as an incident of the Tenant urinating on the exterior entrance to the building on February 19, 2025. No evidence was provided that these allegations were not voided by the Tenant. As such I am satisfied that the Tenant voided these allegations.

Wilful or Negligent Damage

21. The Landlord's N5 notice of termination also contained an allegation that on April 17, 2025 the Tenant wilfully or negligently caused damage to the carpet in the hallway on the 12th floor of the residential complex.
22. The Landlord's Agent testified that while the Tenant was operating his electric wheelchair in the hallway on the 12th floor of the residential complex something was caught in one of the wheels causing the wheel to skid across the carpet causing a burn mark.
23. Video surveillance of the incident in question shows the Tenant maneuvering his wheelchair down the hallway leaving a skid mark on the carpet as he travels the length of the hallway. The Tenant then proceeds to drive his wheelchair back to his unit causing another skid on the carpet.
24. The Tenant testified that his coat became caught in his wheelchair and he was unaware that it was causing a wheel to skid and damage the carpet. He further stated that he was unable to dislodge the coat on his own and required assistance to remove it from his wheelchair.
25. Subsection 62 (1) of the Act permits a landlord to give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex.
26. Although I am satisfied that damage was caused to the carpet of the residential complex by the Tenant, I am not satisfied that the Landlord has proven on a balance of probabilities that the damage was caused either wilfully or negligently. This claim will therefore be denied.

Compensation and out of pocket expenses for damages

27. As indicated above the Landlord has not proven that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. As such no compensation will be awarded to the Landlord for alleged damages.

Relief from eviction

28. 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 postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.

29. The Landlord sought termination of the tenancy based on the Tenant's failure to properly prepare his rental unit for pest control treatment. The Landlord's Agent testified that the issues with the preparation of the Tenants rental unit continue to the date of the hearing. The Landlord submits that the Tenant requires additional care and assistance beyond what he can receive and can be provided by the Landlord. The Landlord was agreeable to providing the Tenant with 30 days to find alternative housing.

30. Although the Tenant wishes to remain in the rental unit it is clear that his failure to properly prepare his unit for pest control treatment is preventing the Landlord and pest control company from bringing a bedbug infestation in the residential complex under control and it is having a ripple effect on the Landlord and other Tenants. I am not satisfied that conditional order requiring the Tenant to properly prepare his unit for pest control treatment would be appropriate as the Tenant has failed to prepare his unit for pest control treatment despite receiving numerous notices to do so prior to this hearing. The Tenant however does suffer from multiple sclerosis and requires the assistance of an electric wheelchair for mobility purposes and has specific needs and requirements for housing which may make finding alternative housing difficult or time consuming. Having considered all of the disclosed circumstances and submissions of the parties a delayed eviction until January 31, 2025 is appropriate.

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 January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 February 1, 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 January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Sean Ramage
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 August 1, 2026 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.