



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

File Number: LTB-L-077417-25

In the matter of: 616, 3010 LAWRENCE AVE E
SCARBOROUGH ON M1P4Y6

Between: Jack Goodlad Senior Citizen Residences Corporation Landlord

And

Doreen McWatters Tenant

Jack Goodlad Senior Citizen Residences Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Doreen McWatters (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 December 17, 2025.

Only the Landlord's representative Eric Steiman and the Landlord's Agent, Tina Kastias (TK) attended the hearing.

As of 9:30 a.m., 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 reschedule 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 tenancy is terminated, eviction is ordered, and daily compensation is ordered.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On August 15, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on August 20, 2025. The notice of termination contains the following allegations: from January 23, 2025, to and including August 11, 2025, the Landlord provided the Tenant with approximately twelve notices to enter the rental unit to conduct inspections and to conduct treatments for the presence of cockroaches. These notices were followed by twelve attendances at the rental unit to conduct the treatments, and on every attempt to enter the unit to complete the treatment, the Tenant either denied access to her unit or prohibited access by jamming the lock so that the Landlord's master key did not work to allow access to the premises.
4. The Landlord's agent, TK, testified in her capacity as property manager of the rental property, noting that her role involves addressing any maintenance items related to the Tenant's building, which is a senior building. She said she has held that role since February 2025. TK testified that since she started her role with the Landlord, several attempts were made to enter the Tenant's rental unit and treat the cockroach problem. She testified that the Landlord and the service treating the problem had not been allowed to enter into the unit. She testified that she had contacted the Tenant on a number of occasions to discuss the cockroach issue and to request access to her unit, but the Tenant would not allow access.
5. TK reviewed the schedule attached to the N5 notice and confirmed the information in the schedule detailing the notices provided and the attempts to enter. TK noted that on February 3, 2025, a pest control service tried to enter the premises, but the door was blocked, and when they tried to contact the Tenant there was no answer. The same process was followed on February 10, 2025, March 17, 2025, April 11 and 14, 2025, June 2 and 9, 2025 and August 11, 2025, with the same result: the door was either blocked or the Landlord's key did not work because the lock had been tampered with.
6. TK testified that there had been frequent communication with the Tenant about the importance of doing pest control and allowing the Landlord access to address the problem, but the Tenant continued to deny access to her unit for this purpose.
7. The Landlord filed evidence in DOC-6965083 which detailed the notices provided for access to the unit for pest control treatment, and the reports indicating that the service provider had not been able to access the unit due to the door being blocked or the key not working.
8. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The voiding period for this notice was August 21 to August 28, 2025. Notices provided dated September 5, 2025, and December 1, 2025, confirmed that the Tenant continued to deny access to the Landlord to treat the pest problem. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
9. TK testified that at the time of her starting her job with the Landlord in February 2025, there had been no other cockroach problems in the rental property. Since that time, there have been cockroach problems identified in the unit next door to the Tenant and in a unit below the Tenant's unit. The Landlord says their lack of ability to treat the problem in the Tenant's unit has resulted in the spread of cockroaches throughout the building.

10. The Board is satisfied based on TK's clear and credible testimony and the documentation filed by the Landlord, that the Landlord has proved that the Tenant has engaged in conduct which substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex. The conduct of not allowing treatment appears to have led to the spread of cockroaches beyond the Tenant's unit. The Landlord submits that they are vulnerable to actions by other tenants of the complex as a result of their inability to treat the problem and will also incur increased expenses in treating the problem as it spreads.

Daily compensation, rent deposit

11. Based on the monthly rent, the daily compensation is \$19.59. This amount is calculated as follows: \$596.00 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Relief from eviction

14. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant was not present to provide any information which would assist in determining that relief from eviction would be appropriate. Through the Landlord's testimony and evidence, it is clear that the Tenant had been provided multiple notices and opportunities to address the behaviour outlined in the N5, but consistently ignored the opportunities and continued to deny access to her unit which could have addressed the problem. The Landlord provided information that they have made every effort to obtain compliance without legal process to no avail. The Board has no confidence that a conditional order would result in the Tenant changing her behaviour to allow the Landlord to address the issue.
15. The Landlord states that other tenants of the complex, who are seniors, are now vulnerable to the spread of cockroaches and their accompanying problems, including the potential spread of illness. The Landlord notes that it is unfair to subject other tenants to this situation, and further that it puts the Landlord in the position of being unable to fulfill its obligations pursuant to the Act to ensure the other tenants' reasonable enjoyment of the premises.
16. The Board finds in considering this situation that the harm to other tenants and the interference with the Landlord's ability to fulfill its legislative obligations to this Tenant as well as the other tenants is severely impacted and supports an eviction of this Tenant. While originally seeking an 11-day eviction, the Landlord, upon hearing that the Tenant is elderly and in a wheelchair, asked the Board to consider providing 30 days instead. It is noted that the Landlord advised that the Tenant has a daughter and son with whom she is in contact.
17. This order contains all of the reasons within it. No further reasons will be issued.

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 February 9, 2026.
2. If the unit is not vacated on or before February 9, 2026, then starting February 10, 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 10, 2026.
4. The Tenant shall pay the Landlord compensation of \$19.59 per day for the use of the unit starting December 18, 2025, until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026, at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Stephanie Ball
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 10, 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.

