



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

File Number: LTB-L-053010-25

In the matter of: 10 Church Street
Newcastle ON L1B1L2

Between: Nick Katsiapis Landlord

And

Brenda Colville Tenant

Nick Katsiapis ('NK' or the 'Landlord') applied for an order to terminate the tenancy and evict Brenda Colville ('BC' or 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; and 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. (altogether, L2 application)

This L2 application was heard by videoconference on November 4, 2025.

Only the Landlord's Legal Representative, Valentine Lovekin ('LLR'), attended the hearing.

As of 10:38 am, 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. I confirm that no one for the Tenant appeared in the videoconference room for the duration of the full-day hearing block.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for a conditional order in respect of the tenancy.
2. LLR provided all of the submissions at the hearing on behalf of the Landlord.
3. The Tenant was in possession of the rental unit on the date the L2 application was filed and the tenancy is still active.

4. On May 12, 2025, the Landlord served the Tenant with an N5 notice of termination. The N5 notice set out the allegations clearly that the Tenant substantially interfered with the Landlord when on March 2, 2025 and on April 2, 2025, the hired pest control company could not treat the rental unit and that as of May 9, 2025, the rental unit was bedbug infested and undue damages were found to the main entry door and screen (\$600.00 claimed damage).
5. LLR submitted the Tenant has not voided the N5 notice in that the Tenant has continued to interfere with pest control treatments by not preparing her unit for said treatments.
6. It was claimed the Tenant continues to refuse treatment or prepare for treatment. The LLR stated the Tenant has admitted there is a bedbug problem but has elected to buy her own products to deal with the problem, unsuccessfully.
7. LLR stated that there have been five "reschedules", the last time being on August 25, 2025. The LLR led exhibit LL#1 into evidence, which shows the PestXpress company billing the Landlord for a scheduled August 25, 2025 on-site treatment that was cancelled because the Tenant had not prepped the unit. LL#1 also states "live bedbugs found on couch and bed".
8. With regard to the front metal door and screen, LLR submitted the damage to the door and screen appear to have come from someone leaning into, or throwing weight against, them. While there were no documented estimates or invoices, LLR stated that a general estimate from a repair company placed the reparation at about \$600.00. The door and screen remain in the same state as of the time of this hearing.
9. The Landlord alleged the Tenant has threatened or abused the Landlord verbally, so much so the Landlord believes that termination of the tenancy should be ordered. The Landlord explained the building contains two other rental units (different addresses) so that other tenants are potentially affected.
10. Based on the uncontested submissions, I find the Tenant did not correct her conduct or actions within seven days after receiving the N5 notice of termination. It is evident the bedbug infestation remains an ongoing problem that needs corrective action. As well, I find the front door/screen was damaged, either intentionally or negligently, by the Tenant or someone the Tenant permitted into the rental unit. I find the undue damage was not repaired by the Tenant, neither did she pay the Landlord the reasonable costs to repair the damage. Overall, I find the Tenant did not void the N5 notice of termination in accordance with subsections 64(2) and 64(3) of the *Residential Tenancies Act, 2006* (Act).
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the 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.
12. Daily compensation:- As part of the L2 application, the Landlord requested daily compensation for each day the Tenant remained in the unit after the termination date in N5 notice (i.e. June 1, 2025).
13. Based on the monthly rent of \$995.00, the daily compensation is \$30.41. This amount is calculated as follows: \$925.00 x 12 months, divided by 365 days.

14. The Tenant was therefore required to pay the Landlord \$4,743.96 in daily compensation for use and occupation of the rental unit for the 156-day period from June 2, 2025 to November 4, 2025 (the date of this hearing).
15. The Landlord incurred costs of \$186.00 for filing the L2 application and is entitled to reimbursement of those costs. (reference: LTB Interpretation Guideline no. 3)
16. There is no last month's rent deposit.

It is ordered that:

1. **Pests:-** From the date of the hearing up to and including December 31, 2026, the Landlord's application for termination of the tenancy under the L2 application is denied if the Tenant complies with the following terms:
 - a. After providing lawful prior written notice-of-entry to the Tenant, and with respect to pest control treatments to be scheduled:
 - i. the Tenant shall cooperate with the Landlord and his pest control contractor(s) by taking the required/requested actions to prepare her rental unit for each pest control treatment that is scheduled; and
 - ii. as a follow-on to (i) above, the Tenant shall cooperate by allowing full, unfettered access to the Landlord and his pest control contractor(s), to enter into, and to carry out the pest control treatments of, the rental unit.
2. If the Tenant fails to comply with any part the terms/conditions set out in paragraph 1 of this order, the Landlord may apply, without notice to the Tenant, and usually without a hearing, to terminate the tenancy and evict the Tenant, pursuant to section 78 of the *Residential Tenancies Act, 2006*. Such an application must be filed within 30 days of a breach of paragraph 1 of this order, and must be accompanied by a detailed affidavit setting out the circumstances and date of the breach.
3. **Front door/screen:-** On or before January 31, 2026, the Tenant shall repair the front (metal) door and screen by hiring arms-length, professional personnel to make the necessary repairs or replacements.
4. If the Tenant does not complete the repair(s) or replacement(s) by January 31, 2026, the Landlord is authorized on February 1, 2026 onwards to arrange for the repair(s) or replacement(s) to be done to the front (metal) door and screen, and may recover the cost from the Tenant of the repair(s) or replacement(s) up to a maximum reasonable cost of \$600.00. For any repair/replacement amount to be payable by the Tenant, the Landlord must first provide the Tenant with a copy of a paid invoice(s) or bill(s).
5. For the repair/replacement work by the Landlord in paragraph 4 above, and upon lawful notice to enter being served, the Tenant shall provide full, unobstructed access of the rental unit to the Landlord and/or his contractors or agents, co-operating fully with the Landlord so that the Landlord can schedule and complete the repair work on the rental unit.
6. If the Tenant fails to comply with paragraph 5 of this order, the Landlord may apply to terminate the tenancy and evict the Tenant, pursuant to section 78 of the *Residential*

Tenancies Act, 2006. Such an application must be filed within 30 days of a breach of paragraph 5 of this order, and must be accompanied by a detailed affidavit setting out the circumstances and date of the breach.

7. **Compensation:-** The Tenant shall pay to the Landlord \$4,743.96, which represents compensation for the use of the rental unit from June 2, 2025 (N5 termination date) to November 4, 2025 (date of the hearing).
8. The Tenant shall also pay the Landlord compensation of \$30.41 per day for the use of the unit starting November 5, 2025 onwards.
9. Any and all rent or daily compensation payments made by the Tenant to the Landlord during the continuation of this tenancy will be credited against the compensation ordered above.
10. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the L2 application.
11. 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 9, 2026

Date Issued

Alex Brkic

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.