



Order under Section 69 Residential Tenancies Act, 2006

Citation: Veterans' House Canada v Grass, 2026 ONLTB 2071

Date: 2026-01-05

File Number: LTB-L-039127-25

In the matter of: 316, 745 MIKINAK RD
OTTAWA ON K1K5A7

Between: Veterans' House Canada Landlord

And

David Grass Tenant

Veterans' House Canada (the 'Landlord') applied for an order to terminate the tenancy and evict David Grass (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 September 15, 2025.

The Landlord's legal representative, Michael Thiele, the Landlord's agent, Lori Simpson, and the Tenant attended the hearing.

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 will be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 2, 2025, the Landlord gave the Tenant an N5 Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding with a termination date of May 31, 2025. The notice was served on the same date by hand delivery to the unit.

4. In the “Details about the Reasons for this Notice” section, the Landlord stated that after service of a valid notice of entry, the Tenant’s unit was inspected on February 27 and April 17, 2025 and found to be piled high with personal possessions so that there were no clear pathways, emergency responders or the Landlord could not safely access the unit, the unit smelled of urine and other foul odours that escaped into the hallway, and pest control could not be carried out because the technician could not access the unit.
5. The N5 identified these conditions as a failure to maintain the unit to an ordinary standard of cleanliness contrary to the Tenant’s obligations under the Act and as a substantial interference with the Landlord’s and other tenants’ reasonable enjoyment and health and safety.
6. The notice provided for a seven-day period, from May 2 to May 9, 2025, during which the Tenant could void the notice by correcting the problems described.
7. The Landlord’s Facilities Manager, Ms. Simpson, testified that on May 12, 2025, she arranged for a further inspection of the unit and that there had been no meaningful improvement: the unit remained largely impassable with belongings stacked high, there was a strong odour, and pest control could not be completed.
8. Ms. Simpson further testified, supported by notices of entry, Orkin service reports and photographs, that inspections on July 24, August 15 and August 28, 2025 showed the unit in substantially the same condition and that Orkin could not properly treat the unit for cockroaches because they could not access it.
9. I accept Ms. Simpson’s evidence, which is consistent with the documentary record, including the N5 and the photographs of the unit taken on April 17, May 12, July 24 and August 28, 2025. These photographs show the entrance and hallway of the unit filled with bags, containers and belongings such that there is little to no clear walking space.
10. The Tenant testified that he has a traumatic brain injury and mobility issues affecting his ability to clean, that he accidentally flooded the unit at one point, and that he has been using “urine therapy” for years and keeps cups of urine throughout the unit in an effort to deal with cockroaches. He said he does not wish to stay in the building in the long term and would like time to move.
11. The Tenant did not dispute that the unit was as shown in the photographs or that the Landlord and Orkin were unable to access the unit for proper pest treatment. There was no cross-examination of Ms. Simpson.
12. I am satisfied on a balance of probabilities that, during and after the seven-day voiding period set out in the N5 notice, the Tenant maintained the unit in an extremely cluttered and unsanitary condition, with personal property piled high, blocked pathways, strong odours of urine and other foul smells, and a cockroach infestation, such that the Landlord and pest control technicians could not safely and effectively treat the unit and odours and pests migrated into the hallway and surrounding units.
13. The Tenant did not stop the conduct or correct the problems described in the N5 notice within seven days after receiving it. Therefore, the Tenant did not void the N5 notice of termination in accordance with subsection 64(3) of the Act.

14. In these circumstances, I find that the Tenant's conduct has substantially interfered with both the reasonable enjoyment of the residential complex, for all usual purposes, by other tenants and the Landlord's lawful right and interest in operating a safe, sanitary building and in carrying out pest-control obligations. The Landlord has therefore proven the ground for termination under subsection 64(1) of the Act.
15. The Tenant was required to pay the Landlord \$1,955.96 in daily compensation for use and occupation of the rental unit for the period from June 1, 2025 to September 15, 2025.
16. Based on the monthly rent, the daily compensation is \$18.28. This amount is calculated as follows: \$556.00 x 12, divided by 365 days.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.

Relief from eviction

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act. In doing so, I have taken into account that the Tenant is a veteran with mental health and physical challenges, including a traumatic brain injury and mobility issues, that the building provides supportive housing to formerly homeless individuals, and that the Tenant has limited income and uncertain housing options but has indicated that he does not wish to remain in this tenancy and is slowly preparing to move. The Tenant requested that I delay eviction for 3 months.
20. I have also considered the serious and ongoing impact of the Tenant's conduct on other residents and on the Landlord, including the persistent cockroach infestation, severe clutter, odours of urine escaping into the hallway, the inability of pest-control contractors to access the unit over several months, and the resulting distress to neighbouring tenants, many of whom are also vulnerable.
21. Balancing all of these circumstances, I find that it would not be unfair to terminate the tenancy and order eviction, but that it is appropriate to postpone the eviction to allow the Tenant additional time to arrange alternative housing and move in an orderly manner. I will therefore postpone the eviction until January 16, 2026 pursuant to subsection 83(1)(b) of the Act.

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 16, 2026.
2. If the unit is not vacated on or before January 16, 2026, then starting January 17, 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 January 17, 2026.

4. The Tenant shall pay to the Landlord \$1,955.96, which represents compensation for the use of the unit from June 1, 2025 to September 15, 2025, less any amounts already paid.
5. The Tenant shall also pay the Landlord compensation of \$18.28 per day for the use of the unit starting September 16, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$2,141.96.
8. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026

Date Issued

Colin Elsby

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 July 17, 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.