



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087067-25

In the matter of: Unit 2 RM 1, 115 ROBINS AVE
Hamilton ON L8H4N5

Between: Andrew Walczak Landlord

And

Paul Dickens Tenant

Andrew Walczak (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Dickens (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

This application was heard by videoconference on December 2, 2025.

The Landlord, the Tenant and the Tenant's support person, Sarah Hanes attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Landlord alleges that the Tenant substantially interfered with the lawful right, interest and privilege of the Landlord by failing to prepare the rental unit for pesticide treatment. Moreover, the Landlord alleges the Tenant fails to lock the rental unit causing potential safety hazard and potential for theft or damage to the home.
3. There was no evidence before me to demonstrate that the Tenant failed to co-operate with the Landlord regarding pesticide treatment. Rather the Tenant required accommodation, the Landlord provided that accommodation, the unit was treated and unfortunately, the unit remained infested, requiring further treatment.
4. Regarding the locked unit, Landlord failed to satisfy what the substantial interference is in relation to the Tenant leaving the front door unlocked.

Service of N5 Notice

5. The Tenant was in possession of the rental unit on the date the application was filed.
6. On September 3, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: the Tenant substantially interfered with the Landlord's lawful rights, privileges, or interests by not co-operating with the Landlord's request for bed bug and mice treatment and by keeping the unit in unclean from May 6, 2025, until present. The Tenant also fails to lock the rental unit causing potential safety hazard and potential for theft or damage to the home.
7. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
8. Regarding mice, there was no evidence before me to support that there are mice within the unit or that treatment for mice was required. As such, this allegation is dismissed.

Bedbug Treatment:

9. Both the parties utilised the accommodation process and the unit is unfortunately still infested, due to no fault of the Landlord or the Tenant. The parties have to continue to work with each other and get the unit sorted out and continue to utilise the accommodation process.
10. The Landlord testified that the Tenant did not cooperate with prepping his room for bedbug treatment since May 6, 2025. There was bed bug treatments scheduled for May 6, 2025, May 20, 2025, July 4, 2025 and October 23, 2025. In order for the Tenant to prep for the bed bug sprays the Tenant needs to bag everything, keep everything away from the walls, and remove his bed/ chair that he sleeps in.
11. The Landlord testified that due to the uncleanliness of the Tenant's room it is hard for them to put everything in the middle of the room for treatments.
12. The Landlord further testified that in addition to the Tenant's room, the Tenant has not maintained the whole home, which is shared with other Tenants, which includes a bathroom and kitchen, and has kept it in an unclean state as well. The Landlord has not been able to have any other rooms rented out in this property since July 1, 2025, as he believes it is hard to rent out rooms due to the Tenant's way of living. There has not been a Tenant on the main floor of the home since June 1, 2025.
13. The Tenant testified, that he is not refusing to cooperate with the Landlord for bed bug treatment, but he has been in and out of the hospital and he has a disability that affects him being able to do certain tasks, and it is also his health that causes issues for him to do certain tasks. Now that he is on an oxygen tank, he can take out the garbage, but he cannot take out recycling because of his shoulder injury. He has always allowed for the bed bug treatment and has never refused with prepping his room for the treatment.
14. Sometime in June 2025, the Tenant asked for accommodation as he was having mobility issues and he was in and out of the hospital on various dates, which is not disputed by the

parties. In addition, the Tenant is now on an oxygen tank and is having further mobility issues and he has a hard time doing the tasks required. Due to this request, the Landlord hired a company who provided an invoice dated June 26, 2025, to prepare the Tenant's unit for bed bug treatment. In addition, on July 3, 2025, a company came to bag up everything to prep for bed bug treatments and clean the kitchen and the hallway.

15. The Tenant testified that he has support services now who will be assisting with the requirements from the Landlord, but he has had a hard time complying with the Landlord requests due to his disability and shoulder injury. It is not that he was not cooperating, but he just physically could not do what the Landlord requested.
16. I find that the bed bug treatment in July was ineffective due to no fault of the Landlord or the Tenant as the unit was prepped by the Landlord's accommodation provided to the Tenant. Unfortunately, the bed bugs still remain in the unit.

Uncleanliness:

17. Due to the uncleanliness of the rental unit not being mentioned in the N5 notice provided to the Tenant, it would be prejudicial to consider this within my order as the Tenant was not provided notice nor given an opportunity to rectify this.

Rental Unit Unlocked:

18. In relation to the front door being unlocked, the Landlord provided oral testimony, which was not disputed, that the Tenant keeps the unit unlocked to allow for his nurses to enter to assist the Tenant.
19. The Tenant testified that he keeps the front door unlocked because he has mobility issues getting up and down the stairs to unlock the door for his nurse and other support people to get into the unit. In addition, he does lock the front door when he is not home.
20. I find that the Landlord failed to satisfy what the substantial interference is in relation to the Tenant leaving the front door unlocked.

It is ordered that:

1. The Landlord's application is dismissed.

January 8, 2025
Date Issued

Samantha Greaves
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234