



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-043203-25

In the matter of: 801, 470 DUNDAS ST
LONDON ON N6B1W3

Between: Meddco Properties Inc. Landlord

And

Patricia Winfield Tenant
James Chaney

Meddco Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Patricia Winfield and James Chaney (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Meddco Properties Inc. (the 'Landlord') also applied for an order requiring Patricia Winfield and James Chaney (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 August 5, 2025. The member who presided at the hearing is on leave. The Associate Chair of the Landlord and Tenant Board has determined that the Member who heard the application is unable to issue a decision in this matter. The matter has therefore been reassigned to me on the Associate Chair's own initiative under the authority of subsection 4.4(1) of the Statutory Powers Procedure Act. As the reassigned adjudicator, I have in accordance with the authority of subsection 4.4(6) of the Statutory Powers Procedure Act elected to make a decision on the basis of the existing evidentiary record.

Only the Landlord Agent Shieaba Sadat, and the Landlord Witness Mistene Getz attended the hearing.

As of 09:54 am, the Tenants were 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.

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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Substantial interference/ Wilful or Negligent Damage

3. On April 29, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations:

Liability insurance.

- a. Despite being provided notices on March 29, 2023, May 2, 2023, and September 25, 2024, the Tenants have failed to provide a copy of their proof of liability insurance;

Kitchen sink repair

- b. On November 30, 2022, the Tenants submitted a maintenance request for a clogged sink. Upon investigation it was determined that the sink was blocked by spaghetti and grease requiring a professional drain service who attended the property on December 7, 2022. Pursuant to the invoice received on February 12, 2022, a 15-inch eel was required. The Tenants were provided to the Tenants on January 9, 2023, to recover the costs;

Pest control treatment

- c. On September 18, 2024, a letter was provided to the Tenants informing them that pest control treatment will require residents to leave their units for a period of six hours preceded by preparation pursuant to guidelines previously provided. On September 20, 2024, the Landlord received a treatment report from Orkin Canada indicating the rental unit had been partially prepared, in poor sanitary condition, and that bed bugs and cockroaches were found, requiring follow-up treatment;
- d. On October 18, 2024, November 20, 2024, December 2, 2024, December 18, 2024, December 31, 2024, and January 10, 2025, received reports from Orkin Canada indicating the sanitary conditions in the rental unit were still poor and as a result bedbugs and cockroaches were found requiring further follow up inspection and treatments;

- e. On January 14, 2025, the Landlord provided another notice reiterating the necessity of pest control treatment, and the preparation requirements. However, the Tenants failed to adhere resulting in Orkin determining January 28, 2025, and February 28, 2025, follow up inspections and treatments would be required. This was followed by the Landlord providing an invoice for the December 2, 2024, treatment on February 26, 2025, along with another notice and preparation guidelines;

Noise disturbances

- f. On April 17, 2025 the Residential Manager received a formal complaint from another resident, reporting excessive noise from the rental unit, specifically, loud music played during the early morning hours. The report also indicated that the Tenants had been leaving food outside resulting in unauthorized individuals, contributing to a hostile environment.
4. The N5 notice also indicated that the tenancy would be terminated effective May 26, 2025, less the Tenants void the notice by providing within seven days proof of insurance, pay for the kitchen repair and pest control treatments totalling \$1,543.50 and ceasing the noise disturbances.
 5. The Landlord Agent and the Landlord's witness both attested to the allegations in the N5 Notice. This was also supported by pictures, video, invoices, and treatment reports entered in evidence.
 6. It was also the Landlord Agents submission, corroborated by the Landlord Witness that the Tenants did not void the N5 Notice by paying the amount owing for the sink repair, and failed pest control treatments. It was also their testimony that the Tenants had continued to fail to prepare the unit for pest control treatments, resulting in additional costs to the Landlord and continuing the behavior that gave rise to the N5 Notice.
 7. Based on the above uncontested testimony and evidence, the Tenants did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. Specifically, the failed to pay the amount owing for the sink repair and pest control treatments, along failing to cease the behavior resulting in the N5 Notice. 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. Furthermore, based on the above uncontested testimony and evidence the Tenants did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

Daily compensation, NSF charges, rent deposit

9. Based on the monthly rent, the daily compensation is \$33.21. This amount is calculated as follows: \$1,010.04 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

11. There is no last month's rent deposit.

Compensation for damages

12. 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. Specifically, the Tenants improperly disposed of waste through the kitchen sink and repeated failure to prepare the rental unit for pest control treatment. resulting in damage to the unit and other units within the residential complex. It was the Landlord Agent's submission the compensation sought was \$1,543.50, broken down as:

- a. \$477.00 for the sink repair;
- b. \$1,066.50 for failed pest control treatments

13. The Landlord has proven the reasonable costs that the Landlord has incurred or will incur as a result of the damage pursuant to invoices entered.

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.

15. Specifically, given the time that has passed since the hearing, the fact the Tenants failed to appear, made no attempt to void the N5 Notice and have continued the behavior that gave rise to the notice, I am satisfied to grant relief would prejudice the Landlord and other tenants.

It is ordered that:

1. The Tenancy is terminated effective January 17, 2026.
2. If the unit is not vacated by January 17, 2026, then starting January 18, 2026, the Landlord may file this order with the Court Enforcement Office (the 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 after January 18, 2026.
4. The Tenants shall pay to the Landlord \$1,543.50, which represents the reasonable costs of repairing the damage and or replacing the damaged property.
5. The Tenants shall also pay the Landlord compensation of \$33.21 per day for the use of the unit starting August 5, 2025, until the date the Tenant moves out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenants must pay the Landlord is \$1,729.50.

8. If the Tenants do not pay the Landlord the full amount owing on or before January 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 18, 2026, at 4.00% annually on the balance outstanding.

January 6, 2026

Date Issued

Kelly Delaney

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.