



Order under Section 69 Residential Tenancies Act, 2006

Citation: SIREG Management Inc. v Lebreton, 2026 ONLTB 2295

Date: 2026-01-08

File Number: LTB-L-076207-25

In the matter of: 704 LAKE HEIGHTS RD
NORTH BAY ON P1A3A2

Between: SIREG Management Inc. Landlord

And

Andre Lebreton Tenant

SIREG Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Andre Lebreton (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 15, 2025.

The Landlord's legal representative Pegah Fakhr-Attar, the Landlord's witnesses Regis Martin, Kelli Carder(KC) and Martha Maciuk and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has in part proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, given the Act's remedial intent, the tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 21, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. The Landlord alleged that the conduct of the Tenant's, occupants and or their guests within the rental unit and at the residential complexes is substantially interfering with the Landlord's lawful rights and interests. Specifically, that the Tenant has repeatedly failed to

comply with the terms of their lease agreement regarding property maintenance, pet control and their obligation to cover costs for services made necessary due to their actions or negligence specifically as pertaining to pest control treatments.

4. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
5. On September 3, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations:

6. The landlord's evidence brief as contained in DOC-6948329 was entered as an exhibit.
7. It was not disputed that the Tenant or occupants and or their guests within the rental unit permitted the dog to be loose on a number of occasions as outlined in the N5 notice, the dog was observed without a leash in the yard and residential complex property without supervision. It was also undisputed that the dog was not always picked up after, the dog defecating in the areas deemed to be common grounds of the residential complex. This is

contrary to the terms of the lease agreement as the Tenant failed to take the necessary steps to have care and control of the dog at all times while on the premises of the residential complex.

8. At the commencement of the hearing, the Landlord submitted that they have become aware that regrettably the Tenant's dog had passed away. The Tenant submitted that he had no intent on having any other dogs as pets in the rental unit.
9. The Landlord's witness, property manager Kelli Carder (KC) submitted that the residential complex consists of about 365 rental unit on 45 acres of land for which the Landlord is responsible for all outdoor maintenance such as shoveling of pathways and lawn maintenance.
10. In order to do required grass cutting, Tenants are to ensure that there is access to the grass areas and that nothing left on the grass. That despite multiple letters being provided to the Tenant over the years, on August 20, 2025 the Landlord once more witnessed a picnic table and BBQ, among other items which precluded the Landlord's maintenance staff to attend to the required grass cutting.
11. The photos as taken on August 20, 2025 as evidenced on pages 61-62 demonstrate that there is the presence of a variety of items on the grass of the backyard. Specifically, old bicycle parts, shovels and rakes, a BBQ and picnic table which has obstructed the Landlord's ability to cut the grass. I say this as the grass is long under the outlined items and cut all around where access was permitted.
12. Photos as taken on November 28, 2025 as evidenced on page 63 demonstrate that the BBQ and picnic table is still in the yard. Unlike the neighbour to the left of the Tenant who stores such items on the patio stones abutting the property, the Tenant has continued to leave these items in the left part of the yard, when viewing from the back side into the yard.
13. The Tenant submitted that he will now start moving the items in the yard on a weekly basis to ensure proper access is granted to the Landlord's maintenance staff.
14. Regarding the cost of pest control in the amount of \$1,356.00 that the Landlord incurred, the Landlord alleges that when bedbugs were found to have been reported in the bedroom of one of the Tenant's kids on April 22, 2025 that these originated from the rental unit and therefore the Tenant is liable for the Landlord's cost.
15. The Landlord's second witness Regis Martin (RM), the maintenance manager testified that bedbugs were found in two bedrooms and that thermal treatment was conducted on or about April 29, 2025. The invoice of *Good Riddance Pest Control* is found on page 13 dated April 29, 2025 in the \$1,356.00 and was evidenced in this regard.
16. The Landlord also evidenced a recording of a conversation between the pest treatment technician and (RM) in which it was highlighted that the technician can not definitively pin point the origin of the bedbugs, this despite the next-door property, rental unit #702 also reporting pests on or about August 17, 2025. Specifically, the technician stated the "*it is impossible to detect the exact origin and that he could never give a place on paper to tell or confirm the origin.*" That he'd have to all see the next-door rental unit to make any further assessments.

17. The rental unit shares a wall with the neighbouring unit on one side, the Tenant submitted that he does not believe he should be liable as the origin of the bedbugs was not conclusive. Furthermore, that if prior treatments were ineffective this could be in part because he was not provided preparation instructions until the day of the treatment.
18. Since April 29, 2025, two additional treatments have been completed of the Tenant's rental unit with the September 17, 2025 confirmation of the existence of bedbugs.
19. The Tenant submitted that he has since replaced all the bed mattresses for his three kids aged 13, 14 and 15. He is hopeful that in addition to the completed treatments, that this will be the end of any future bedbug issues.

Analysis

20. The Tenant, an occupant of the Tenant's rental unit or a person permitted in the residential complex by the Tenant by permitting the dog to run loose on the grounds of the residential complex and by not removing all items from the backyard to permit landscaping activities by the Landlord has substantially interfered with a lawful right, privilege or interest of the Landlord and the other tenants.
21. However in the respect of the allegations that the Tenant is responsible for the introduction of bedbugs, on the basis of the evidence before me, on a balance of probabilities I can not find the evidence is determinative of the Tenant being liable. I say this as the expert, the technician providing the service, while not in attendance at the hearing, was recorded to have confirmed for the Landlord that he can not provide any reporting to suggest a true origin of the bedbugs. Particularly since this is a complex with a shared wall as separating the rental unit. And while the Landlord submits that given the sequence of reporting of the pests, they conclude that unit #704 is liable, this has not been proven. Consequently, I can not consider the pest treatment costs as incurred by the Landlord in the amount of \$1,356.00.
22. The Tenant was required to pay the Landlord \$3,224.80 in daily compensation for use and occupation of the rental unit for the period from September 27, 2025 to December 15, 2025, less all amounts paid.
23. The Landlord seeks a termination of tenancy, they note that the Tenant has shown a historical pattern of non-compliance with the terms of the lease agreement.
24. The Tenant wishes to preserve his, his children's and his mother's tenancy. He has submitted that he is not going to get another dog so that this should be a nonissue going forward, that he will comply with removing items in the backyard for landscape access and that he has replaced all mattresses for his part in mitigating any future bedbug issues.

Relief from eviction

25. 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 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.

26. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
27. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For the duration of the tenancy, the Tenant will remove all items such as furniture, BBQ, and any other like items from backyard grass area to permit the Landlord access to the grounds for purposes of landscaping and any maintenance that is required.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$3,224.80, which represents compensation for the use of the unit from September 27, 2025 to December 15, 2025, less all amounts paid.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Alicia Johnson
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.