



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

File Number: LTB-L-083337-25

In the matter of: 206, 141 WOOLWICH ST
GUELPH ON N1H8M5

Between: Matrix Non-Profit Housing Corporation Landlord

And

Robin Westell Tenant

Matrix Non-Profit Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Robin Westell (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 January 13, 2026.

Only the Landlord's representative, Sara Murtadha, and the Landlord's agent, Joel Liverpool, attended the hearing.

As of 10:09 a.m., 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.

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. However, the tenancy shall continue if the Tenant meets the conditions outlined below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

3. On September 18, 2025, the Landlord gave the Tenant an N5 notice of termination with the termination date of October 14, 2025. The notice of termination contains the following allegations: On August 26, 2025, the Landlord served the Tenant with a notice of entry for pest control. On August 29, 2025, at 1:00 p.m., the technician attended the rental unit, however the Tenant refused them entry. On September 8, 2025, the Landlord served another notice of entry for a pest control technician and Landlord's agent to attend the rental unit. On September 10, 2025 at 1:15 p.m., the Tenant once again refused entry to the technician and the Landlord's agent.
4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Landlord called forward Joel Liverpool ("J.L.") as a witness. J.L. testified that he is an agent of the Landlord and that on August 26, 2025, he provided the Tenant with a notice of entry for a pest control technician to attend the rental unit. The Landlord submitted a copy of the notice of entry into evidence which supports their position. On August 29, 2025, at 1:00 p.m., the technician attended the rental unit, however the Tenant refused them entry. The Landlord submitted into evidence a copy of the pest control technicians report, which stated the Tenant refused them entry.
5. J.L. further testified that on September 8, 2025, the Landlord once again served another notice of entry for a pest control technician and the Landlord's agent to attend the rental unit to deal with pest control. A copy of the notice was submitted into evidence by the Landlord and it supported that the Landlord provided the Tenant with another valid notice of entry. On September 10, 2025 at 1:15 p.m., the Tenant once again refused entry to the technician and the Landlord's agent. A copy of the technician's report was submitted into evidence and it supports the Landlord's claim that the Tenant once again refused them entry. On September 26, 2025, the Landlord issued another notice of entry and the Tenant once again denied entry to the pest control technician on September 28, 2025. A copy of the technician report was submitted into evidence and it supports the Landlord's claim that the technician was refused entry by the Tenant.
6. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
7. Based on the uncontested evidence of the Landlord, I find that the Tenant has substantially interfered with the Landlord's reasonable enjoyment of the rental unit, by not allowing pest control technician to attend the rental unit, even after the Landlord had provided the Tenant with a valid notice of entry. The Landlord adduced evidence at the hearing to support they issued the Tenant at least two valid notice of entries for pest control, and the Tenant refused entry both times.

Daily compensation, NSF charges, rent deposit

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from eviction

10. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall not substantially interfere with the Landlord's reasonable enjoyment of the rental unit from February 1, 2026 to January 31, 2027. This includes allowing the Landlord, the Landlord's agents, or pest control technicians, entry to the rental unit, when a valid notice of entry is provided.
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 \$186.00 for the cost of filing the application.
5. 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 15, 2026
Date Issued

Vishal Nanda
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.