



**Amended Order under Section 21.2 of the Statutory
Powers Procedure Act and the
Residential Tenancies Act, 2006**

Citation: Silicon North Real Estate Corp. v Schmidt, 2025 ONLTB 81752

Date: 2025-01-19

File Number: LTB-L-041045-25-RV-AM

In the matter of: C4, 428 LANCASTER ST W
KITCHENER ON N2H4V9

Between: Silicon North Real Estate Corp Landlord

And

Curtis Schmidt Tenant
Estate of Robert Volkes

Review Order

Silicon North Real Estate Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Curtis Schmidt (the 'Tenant') and Robert Volkes 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.

As Robert Volkes passed away in June 2025 after the filing of this application, their estate remains a party to the application.

The application was resolved by order LTB-L-041045-25 issued on September 3, 2025.

On September 16, 2025 the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On September 17, 2025 interim order LTB-L-041045-25-RV-IN was issued, staying the order issued on September 3, 2025.

This application was heard by videoconference on October 14, 2025.

The Landlord's agent, Grace Hillis, the Landlord's legal representative, Preston Hayes, the Tenant, Curtis Schmidt, and the Tenant's legal representative, Tanesha Farquharson, attended the hearing.

Pursuant to a request filed by the Landlord on January 14, 2026, this order is clerically amended to include the standard sheriff enforcement clause which was omitted from the original. The added clauses are bolded and underlined for ease of reference.

Determinations:

Request to Review

1. I am satisfied, based on the oral testimony of the Tenant and the supporting documentation, that the Tenant suffers from medical conditions which may have impacted his ability to plan for and attend the September 3, 2025 hearing, and these conditions were compounded by his grief at the unexpected death of his roommate on June 17, 2025.
2. The request to review is granted. As a result, order LTB-L-041045-25 issued on September 3, 2025 was cancelled, and a new hearing was held to consider the merits of the original application.

Merits of the Original Application

3. 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 is terminated as of December 31, 2025.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. On May 8, 2025, the Landlord gave the Tenant an N5 notice of termination with a voiding period of May 9 to May 15, 2025. The notice of termination contains the following allegations: the Tenant did not adequately prepare for pest control treatments on March 7, March 24, and April 1, 2025.
6. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination. The Tenant did not adequately prepare for a pest control treatment on May 12, 2025 despite receiving a notice of entry with detailed preparation instructions and an offer of assistance on May 1, 2025. 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. The Tenant says he was unable to fully prepare for the pest control treatments for two main reasons: his mental health conditions and his belief that moving items as requested would only move cockroaches from one part of the unit to another.
8. Prior to issuing the N5 notice, the Landlord made 2 repeat attempts to treat the unit, one of which included notice to the Tenant that failure to properly prepare would be considered interfering with the Landlord completing necessary maintenance and would result in escalation. These return visits were done with increasing amounts of notice to the Tenant. The notice of treatment given for the May 12, 2025 treatment provided 11 days notice, noted that failure to comply would result in an application for eviction, and asked the Tenant to contact the Landlord if they had been 'financially or otherwise impacted and

need assistance or support in completing the preparation'. The Tenant did not request assistance and did not notify the Landlord at any time that he required any assistance or accommodation related to his medical conditions.

Relief from Eviction

9. The Tenant's ongoing assertion that the unexpected death of his roommate in June affected his ability to prepare for treatments in May significantly undermines his credibility. An unexpected event in June could not possibly have had any impact on prior events.
10. The Tenant says he is now better medicated for his mental health conditions and can better comply with preparation instructions. While I accept that the Tenant may be in a better state of health currently, this does not change his statements that he doesn't believe treatments will be effective because the cockroaches will just be moved from one room to another and his statement that he is now ready for treatment because the objects considered by the Landlord to be clutter have now been moved into one bedroom, leaving the other bedroom available to be sprayed. From these statements I conclude that the Tenant is not actually ready for treatment and continues to dispute the validity of the preparation instructions. In these circumstances I cannot conclude that a conditional order will be complied with which leaves termination of the tenancy as the only viable option.
11. 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 postpone the eviction until December 31, 2025 pursuant to subsection 83(1)(b) of the Act.
12. The Landlord has received notices of termination from three other rental units near the Tenant citing the ongoing cockroach problem. Treatment reports show that all units have been treated for pests, however while this unit continues to be in a state of active infestation cockroaches will continue to migrate to neighbouring units. In consideration of the Tenant's health conditions and the financial constraints he experiences on social assistance, some extra time to prepare to vacate the unit is reasonable.

Daily Compensation and Rent Deposit

13. The Tenant was required to pay the Landlord \$3,752.24 in daily compensation for use and occupation of the rental unit for the period from June 1, 2025 to October 14, 2025, and has paid the rent up to October 31, 2025.
14. Based on the monthly rent, the daily compensation is \$27.59. This amount is calculated as follows: $\$839.16 \times 12$, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$670.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$189.35 is owing to the Tenant for the period from March 1, 2010 to October 14, 2025.
17. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay for the application filing fee and use of the unit beginning November 1, 2025.

It is ordered that:

1. The request to review order LTB-L-041045-25 issued on September 3, 2025 is granted.
2. Order LTB-L-041045-25 issued on September 3, 2025 is cancelled and replaced by the following:
3. **The tenancy between the landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before December 31, 2025.**
4. **If the unit is not vacated on or before December 31, 2025, then starting January 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.**
5. **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 1, 2026.**
6. The Tenant shall also pay the Landlord compensation of \$27.59 per day for the use of the unit starting November 1, 2025 until the date the Tenant moves out of the unit.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$859.35 which is the amount of the rent deposit and interest on the rent deposit, and this shall be applied to any amount the Tenant owes for the application filing fee and use of the unit starting November 1, 2025.
9. If the Tenant does not pay the Landlord the full amount owing on or before December 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from January 1, 2026 at 4.00% annually on the balance outstanding.

October 22, 2025
Date Issued

January 19, 2026
Date Amended

Dawn Carr
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 1, 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.