



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-052605-25

In the matter of: 504, 223 JACKSON ST W
HAMILTON ON L8P4R4

Between: LIV JV INC. Landlord

And

Jo-Anne Rudd Tenant

LIV JV INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Jo-Anne Rudd (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.
- 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 November 12, 2025.

Only the Landlord's Legal Representative Carrie Aylwin attended the hearing.

As of 9:52 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:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$774.90. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$25.48. This amount is calculated as follows: $\$774.90 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 30, 2025 are \$5,424.30.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application

9. 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.
10. The Tenant was in possession of the rental unit on the date the application was filed.
11. N5 Notice of Termination -Substantial interference

On June 4, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on June 9, 2025, which a termination date of June 20, 2025. The notice of termination contains the following allegations:

- On or about April 12, 2025, there was a complaint about that their package was taken from the lobby. The Landlord observed security footage of the Tenant removes the package from the bench in the lobby.
 - On or about May 5, 2025, between 1:00 p.m. and 2:00 p.m. a pest control technician attended the tenant's unit to complete a pest treatment. The rental unit was in a state in which treatment could not be completed and be effective. It was also noted odor from the unit filled the air throughout the hallways on the 5th floor, unit was extremely dirty, respirators were required to enter the unit, the bedroom door was barricaded with items piled to the ceiling the room could not be entered, dog feces were found on the floor and baseboard throughout the rental unit (including the kitchen floor covered in dog feces and urine), clothing and personal items were piled against the heat radiator, and live cockroaches through the unit.
12. Mr. Eggleton testified that he is the superintendent of the residential complex, which consists of approximately 110 units over 11 floors, and that he has direct responsibility for inspections, pest control coordination, and building maintenance. He stated that he is familiar with the rental unit that is the subject of this application and that he personally entered the unit on multiple occasions pursuant to Notices of Entry for pest control and inspections
 13. The Landlord submitted a 62-page disclosure brief, consisting primarily of inspection reports and photographs taken by Mr. Eggleton on the following dates, among others:

- May 5, 2025

- June 16, 2025
- August 22, 2025
- October 20, 2025

14. He stated that the above inspection dates the garbage and belongings covered most of the floor surfaces, open and rotting food through the unit was observed, extensive animal feces and urine on floors, furniture, and in the bathroom, one of the bathrooms was unable due to hoarding and contamination, the balcony was filled with debris, strong odours were detectable on the entire 5th floor hallway, the Tenant unplugged the refrigerator, and the kitchen was non-functional due to all the debris.
15. During these inspection, Mr. Eggleton testified that the unit contained a cockroach infestation, including live and dead cockroaches, and egg casings, claiming the unit provided an ongoing breeding ground.
16. The Tenant stopped the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination. The Landlord testified, and corroborating witnesses confirmed, that the garbage continued to accumulate, and the condition of the rental unit has gotten worst as the time passed. This pattern persisted not only after the service of the N5 notice but also throughout the seven-day voiding period and continued past June 28, 2025, up to and including the date of the hearing. The ongoing nature of the conduct demonstrates that the Tenant did not permanently cease the behaviour or correct the omission as required by the Act. Therefore, the Tenant voided the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
17. Based on the evidence presented by the Landlord, I am satisfied that the Landlord has proven the Tenant owes rent arrears and 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.
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on the L2/N5 application. The Tenant must move out of the rental unit on or before February 8, 2026.
2. If the unit is not vacated on or before February 8, 2026, then starting February 9, 2026, the Landlord may file this order with the Court Enforcement Office (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 on or after February 9, 2026.

4. The Tenant is required to pay the Landlord \$7,935.00 if the payment is made on or before February 8, 2026. See Schedule 1 for the calculation of the amount owing. This amount represents rent arrears owing.
5. The Tenant shall also pay the Landlord compensation of \$25.48 per day for the use of the unit starting November 13, 2025 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 9, 2026 at 4.00% annually on the balance outstanding.

January 28, 2026

Date Issued

Anthony Bruno

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 expires on August 9, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay on or before February 8, 2026

Rent Owing To February 28, 2026	\$7,749.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,935.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$4,955.16
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,141.16
Plus daily compensation owing for each day of occupation starting November 13, 2025	\$25.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	