



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

File Number: LTB-L-070531-25

In the matter of: 10, 94 KING EDWARD AVE
LONDON ON N5Z3S8

Between: King Edward Apartments Landlord

And

Helen Bovin Tenant

King Edward Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Helen Bovin (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 8, 2025. Only the Landlord's agent Jaspreet Kaur, and the Landlord's witness Jamie Knox attended the hearing.

As of 1:52 p.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 however, in the circumstances a conditional order is appropriate.
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 August 13, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of September 2, 2025. The notice of termination contains the following allegation that on July 17, 2025 the Tenant failed to prepare for a pest control treatment.

4. The Landlord's property manager Jamie Knox (JK) gave evidence that on July 17, 2025, the Tenant failed to adequately prepare for pest control treatments.
5. JK submitted notices of entry, pest control preparation sheets, and photographs in relation to July 17, 2025. The photographs show the Tenant did not prepare the rental unit for pest control in accordance with the pest control treatment preparation instructions and JK testified that the treatment could not be completed.
6. The Tenant did not remedy the issue within seven days after receiving the N5 notice of termination. The Landlord served notice of entry for August 20, 2025, together with a pest control treatment preparation sheet.
7. JK testified that the pest control company was again unable to perform treatments due to the lack of preparation. Photographs were submitted showing the Tenant had failed to prepare for the pest control treatment in accordance with the preparation instructions.
8. Therefore, I find that the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
9. Based on the evidence before me, I am satisfied that the Tenant's failure to prepare for the pest control treatment on July 17, 2025, interferes with a lawful right or interest of the Landlord.

Costs

10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

11. The Landlord's agent requested a standard order for eviction because the Tenant's failure to prepare for pest control treatments impacts the Landlord's ability to address the issue and contributes to the continuation of the issue for other tenants.
12. Evidence was submitted in relation to subsequent attempts to conduct pest control treatments on September 18, 2025, October 30, 2025, and November 20, 2025, showing similar lack of preparation.
13. The evidence at the hearing is that the Tenant resides with her two sons and was recently hospitalized. Some of the photographs submitted show attempts by the Tenant to comply with the preparation instructions despite those efforts being insufficient.
14. Further, there is a cane in one of the photographs submitted by the Landlord and it is possible that the Tenant is unable to prepare the unit. There was no evidence that the Tenant's sons were able to assist or were aware of the preparation requirements.

15. Accordingly, upon consideration of all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I 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. For the duration of the tenancy, the Tenant shall ensure the rental unit is prepared in accordance with pest control treatment preparation sheets served in advance of scheduled pest control treatments.
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 also 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 February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026

Date Issued

Kyle McGraw

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.