



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-072295-25

In the matter of: 9, 15 EASTWOOD PL
OTTAWA ON K1L6X1

Between: Osgoode Properties Landlord

And

Daryl Volel Tenant

Osgoode Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Daryl Volel (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 17, 2025.

Only the Landlord's Legal Representative Anne Skelly and the Landlord's Agent Kathrine Caverly attended the hearing.

As of 9:45 AM, 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:

N5 Notices

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The Landlord's application is based on two N5 notices. The first N5 notice was served on the Tenant on April 8, 2025 with a termination date of April 29, 2025. The second N5 notice was served on the Tenant on August 29, 2025 with a termination date of September 12, 2025.
4. Both the Landlord's first and second N5 notices allege the Tenant or someone visiting or living with the Tenant had substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful rights, privileges, or interests of the Landlord or another person as the Tenant has failed to adequately prepare the rental unit for pest control treatments. The first N5 notice was voided by the Tenant.
5. The Second N5 notice of termination alleges that the Tenant failed to adequately prepare the rental unit for pest control treatments on August 19 and 28, 2025.
6. The Landlord's Agent Kathrine Caverly provided testimony that the Landlord was having pest control treatment performed at the residential complex.
7. She testified that the Landlord provided notices to the Tenant in advance of each of the scheduled pest control treatments for cockroaches. Notices were provided to the Tenant via email and in writing placed in the Tenant's mailbox. Accompanying each notice was a preparation sheet that outlined the preparation that needed to be done to the unit prior to the treatment.
8. A notice was sent to the Tenant on August 14, 2025 regarding a scheduled pest control treatment for August 19, 2025.
9. Notwithstanding being provided with instructions regarding treatment preparation procedures in advance of the treatment. The unit was not adequately prepared when Homepro Pest Control attended her unit and the treatment could not be completed and needed to be rescheduled.
10. Again on August 21, 2025 the Landlord sent a notice to the Tenant regarding a scheduled pest control treatment for August 28, 2025.
11. On August 28, 2025 Homepro Pest Control attended the Tenant's unit but again was unable to complete the treatment as the unit was not adequately prepared. A photograph taken by Homepro Pest Control revealed that a large of number items including dishes, cutlery, pots and pans were in various locations throughout the kitchen preventing the treatment.
12. Barry Woodall, Regional Manager for Homepro Pest Control testified that the Tenant's unit was rated as critical and required spray treatment. He further testified that if the unit is not adequately prepared they can't do the treatment as the spray treatment is a pesticide and it is illegal to spray a unit unless it has been properly prepared.
13. He further testified that the failure to treat a unit increases activity of the pests and potential spread of the cockroaches to neighbouring units.
14. Based on the uncontested evidence before me I am satisfied on a balance of probabilities that the Tenant failed to adequately prepare her unit for pest control treatments and the failure to do so has substantially interfered with the reasonable enjoyment of the residential

complex and/or with another lawful rights, privileges, or interests of the Landlord or another person.

15. The Landlord's Agent testified that since the application was filed the Landlord has attempted further pest control treatments of the Tenant's unit with out success. Stating that notices and preparation instructions were provided to the Tenant in advance of each scheduled treatments, but that Homepro Pest Control was unable to treat the Tenant's unit due to inadequate preparation on October 23, 30, November 11, and 18, 2025.

Daily compensation

16. At the hearing the Landlord stated they were no longer seeking daily compensation and only sought the costs for filing the application in the amount of \$186.00.

Relief from eviction

17. The Landlord seeks termination of the tenancy as despite repeated attempts the Tenant has fail to adequately prepare her unit for treatments and without the cooperation of the Tenant the pest issue can not be resolved.
18. The Landlord's agent testified that the Tenant is capable of adequately preparing her unit for treatments as she had in the past when voiding the first N5 notice.
19. The Tenant did not attend the hearing to provide any testimony or submissions with respect to their circumstances for consideration in granting relief from eviction.
20. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I 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. The Tenant must move out of the rental unit on or before February 7, 2026.
2. If the unit is not vacated on or before February 7, 2026, then starting February 8, 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 8, 2026.
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 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.

January 28, 2026

Date Issued

Sean Ramage

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 August 8, 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.