



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-060307-25

In the matter of: 417, 77 HOWARD ST
TORONTO ON M4X1J9

Between: 77 Howard Residences Landlord

And

Dawit Ulsido Tenant
Woyneshet Gebre

77 Howard Residences (the 'Landlord') applied for an order to terminate the tenancy and evict Dawit Ulsido and Woyneshet Gebre (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 November 12, 2025.

Only the Landlord's Legal Representative Charles Bobrowsky attended the hearing.

As of 11:09 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination Substantial interference

On July 11, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, which was deemed served on July 22, 2025, with a termination date of August 3, 2025.

The Landlord's Agent Mr. Bobrowsky, who provided firsthand evidence and alleged:

- On July 3, 2025 @ 12:45 p.m., the Tenant was served with a notice of entry for pest control treatment. The Tenant was also provided a prep sheet on how to prepare the rental unit. Upon entering the rental unit, the technician was unable to treat the rental unit as it was not prepared. As a result, the rental unit could not be treated.
- On July 10, 2025, @ 11:39 p.m., the Tenant was served with a notice of entry for pest control treatment. The Tenant was also provided a prep sheet on how to prepare the rental unit. Upon entering the rental unit, the technician was unable to treat the rental unit as it was not prepared. As a result, the rental unit could not be treated.

Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

4. On July 22, 2025, the Landlord gave the Tenant a second N5 notice of termination, which was deemed served on July 22, 2025, with a termination date of August 8, 2025. The notice of termination contains the following allegations:
 - On July 17, 2025, @ 12:22 p.m., the Tenant was served with a notice of entry for pest control treatment. The Tenant was also provided a prep sheet on how to prepare the rental unit. Upon entering the rental unit, the technician was unable to treat the rental unit as it was not prepared. As a result, the rental unit could not be treated.
5. This conduct substantially interferes with a lawful right, privilege or interest of the Landlord and the other tenant.
6. I am satisfied on a balance of probabilities, the Landlord has proven that the Tenants conduct has substantially interfered with the Landlord's lawful right, privilege or interest by preventing the pest control technician from treating the rental unit on 3 occasions.

Relief from eviction

7. Mr. Bobrowsky requested the Board consider a conditional behaviour to allow the pest control technician access to the rental unit and treat the rental unit.
8. 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. For a period of one year, starting January 22, 2026, until January 22, 2027, the Tenant must comply with the following terms

- The Tenant shall provide entry and strictly follow all pre-treatment preparations instructions provided by the Landlord or pest control technician and allow entry for the purposes of pest control treatment.
 - The Tenant shall also prepare the rental unit according to the preparation instructions and ensure the rental unit is ready for treatment.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 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.
 3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
 4. If the Tenant does not pay the Landlord the full amount owing on or before February 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 3, 2026, at 4.00% annually on the balance outstanding.

January 22, 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.