



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-065781-25

In the matter of: 603, 440 RATHBURN RD
ETOBICOKE ON M9C3S7

Between: METCAP LIVING MANAGEMENT INC. Landlord

And

MIRKO VALENTIC Tenant

METCAP LIVING MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict MIRKO VALENTIC (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 26, 2025.

Only the Landlord's representative, Krizia Hernandez and the Landlord's agent and witness, Sumaya Mahboob, attended the hearing.

As of **11:06am**, 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. Therefore, the Tenant must vacate the rental unit by February 13, 2026.
2. At the hearing, the Landlord withdrew their claim for daily compensation for the use of the unit.
3. The Tenant was in possession of the rental unit on the date the application was filed.

4. On July 11, 2025, the Landlord gave the Tenant a first N5 notice of termination by placing a copy of the notice under the door or through a mail slot in the Tenant's door. The termination date in the notice is August 1, 2025.
5. The Notice alleges that between October 10, 2024 and July 2, 2025 the Tenant was not adequately preparing their rental unit for pest control treatments despite being given at least 24 hour written notice and preparation instructions in advance of the pest control treatment date.
6. The Tenant did not stop the conduct or correct the omission within seven days after receiving the N5 notice of termination. The seven-day voiding period is between July 11, 2025 to July 18, 2025.
7. On July 14, 2025 the Landlord served notice of their intention to do a pest control treatment for cockroaches on July 16, 2025 and to prepare the unit accordingly. Despite this, I accept that the Tenant was again not prepared for pest control as the Landlord's agent testified that they were only able to do a partial treatment in the unit on this date. More specifically, the Tenant has open food on the counter, open beer cans and food in the cupboards. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
8. After this treatment, on July 30, 2025 the Landlord scheduled another pest control treatment and the Tenant was again not prepared.
9. The Landlord has sent the Tenant warning letters about preparing the unit and despite this, the Tenant does not adequately prepare for treatments. I accept the Landlord's testimony that this causes an increased risk of an infestation throughout the multi-residential building. As of the hearing date, there was an infestation in the adjacent units and a growing concern in the building.
10. I am satisfied that the Tenant's conduct substantially interferes with the Landlord on the basis that it interferes with their duty to maintain the residential complex in a good state of repair and fit for habitation and interferes with their ability to comply with minimum housing standards. It further interferes with other tenants in the residential complex as there is a continued growing concern of a cockroach infestation in the building due in part to the Tenant's lack of complying with being prepared for treatments.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. The Tenant did not attend the hearing to make submissions regarding their unique circumstances to consider any discretionary relief from eviction.
13. The Landlord requests termination of the tenancy because in more than a year, and despite multiple warning letters, notices of entry and preparation sheets, the Tenant still refuses to comply with adequately preparing their unit.
14. I agree with the Landlord and find it would be prejudicial to grant conditional relief under these circumstances. The Tenant did not attend the hearing to dispute the Landlord's

application and did not make any submissions on the value of any conditional order. I am not certain they would follow it based on the uncontested evidence of the Landlord.

15. Since the Landlord is successful on their application, I find it appropriate to order that the Tenant reimburse the Landlord the \$186.00 application filing fee costs.

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 13, 2026.
2. If the unit is not vacated on or before February 13, 2026, then starting February 14, 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 14, 2026.
4. The Landlord's request for daily compensation for the use of the unit is withdrawn.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.

February 2, 2026

Date Issued

Terri van Huisstede

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 14, 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.