



**Order under Section 94.7
Residential Tenancies Act, 2006**

File Number: LTB-C-034949-25

In the matter of: 908, 20 GARNETT JANES RD
ETOBICOKE ON M8V3Z1

Between: Robert Cooke Co-Operative Homes Inc. Co-op

And

Sherrie Hurshman Co-op Member

Robert Cooke Co-Operative Homes Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Sherrie Hurshman (the 'Co-op Member') because:

- the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Co-op or another member of the Co-op or occupant of the residential complex.

The Co-op also claimed compensation for each day the Co-op Member remained in the unit after the termination date.

A Case Management Hearing was held on September 23, 2025. The parties were unable to resolve the application. Therefore, the matter proceeded to a merits hearing.

This application was heard by videoconference on December 17, 2025.

Only the Co-op's Representative, Nicole Ruby, and Ksenia Mikhalevskaya attended for the Co-op. Kaya Dogan also attended the hearing as the Co-op's witness.

As of 11:05 a.m., the Co-op Member 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 Co-op's evidence.

It is determined that:

1. As explained below, the Co-op has proven on a balance of probabilities the grounds for termination of the occupancy and the claim for compensation in the application. Therefore, the occupancy will terminate.
2. The Co-op Member did not file a response to the application. Therefore, they are deemed to have accepted all the facts and allegations in the application pursuant to Rule 12.5 of the LTB's Rules of Procedure.
3. On April 15, 2025, the Co-op gave the Co-op Member an N5C notice of termination with a termination date of May 8, 2025. The notice of termination alleges that the Co-op Member's behaviour or the behaviour of someone visiting or living with the Co-op Member has substantially interfered with the Co-op's or another member's or occupants' reasonable enjoyment of the residential complex or another lawful right, privilege or interest of the Co-op.
4. The N5C notice stated that the Co-op Member failed to provide entry and access to the pest control company to treat the unit on the following scheduled days:
 - January 14, 2025;
 - February 3, 2025; and,
 - March 27, 2025.
5. The Co-op's agent confirmed the contents stated in the N5C notice.
6. The Co-op's agent testified that the Co-op served a notice of entry to the Co-op Member for each and every scheduled pest control treatment, along with the preparation instructions.
7. The Co-op's agent testified that the Co-op Member did not correct the omission within seven days after receiving the N5C notice of termination. In this case, the seven-day remedial period falls between April 15, 2025 and April 22, 2025. The Co-op relied on a notice of entry, dated April 11, 2025, for the scheduled pest control treatment on April 17, 2025. On that day, the Co-op Member again refused entry to the rental unit and the pest control treatment was not completed. Therefore, the Co-op Member did not void the N5C notice of termination in accordance with section 94.5(4) of the Residential Tenancies Act, 2006 (the "Act").
8. The Co-op's representative submitted that since the N5C was served, the Co-op Member did not correct their behaviour and continued to refuse entry to the unit or was not fully prepared for scheduled pest control treatment 12 out of 13 times, despite receiving multiple notifications.
9. Based on the uncontested evidence before me, on a balance of probabilities, I find that the Co-op Member substantially interfered with the Co-op's reasonable enjoyment of the residential complex or another lawful right, privilege or interest

by refusing entry and access to the rental unit for the purpose of pest control treatments.

Daily compensation and refundable deposits

10. The Co-op Member owes the Co-op \$7,383.53 in daily compensation for use and occupation of the member unit for the period from May 9, 2025 to December 17, 2025.
11. Based on the regular monthly housing charges, the daily compensation is \$33.11. This amount is calculated as follows: monthly regular monthly housing charges x 12 months, divided by 365 days.
12. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Co-op Member is owed \$186.00 for refundable deposits. The total refundable deposit is deducted from the amount owing by the Co-op Member.

Relief from eviction

14. The Co-op submits that the Co-op Member has been given multiple opportunities to be prepared for pest control. The Co-op submits that this issue has been ongoing since June 2023. They provided a brief chronology of the problems encountered with the Co-op Member with respect of the bedbug infestation in the unit, and the number of attempts made by the Co-op to treat the Co-op Member's unit. The Co-op is seeking termination of tenancy.
15. The Co-op Member did not attend the hearing to provide their circumstances to the Board.
16. I have considered all of the disclosed circumstances in accordance with subsection 94.12(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 94.12(1) of the Act.

It is ordered that:

1. The Co-op Member's occupancy is terminated. The Co-op Member must move out of the member unit on or before February 10, 2026.
2. If the unit is not vacated on or before February 10, 2026, then starting February 11, 2026, the Co-op 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 Co-op on or after February 11, 2026.

4. The Co-op Member shall pay to the Co-op \$7,383.53, which represents compensation for the use of the unit from May 9, 2025 to December 17, 2025, less any amount the Co-op Member has paid.
5. The Co-op Member shall pay the Co-op compensation of \$33.11 per day for the use of the unit starting December 18, 2025 until the date the Co-op Member moves out of the unit.
6. The Co-op Member shall pay to the Co-op \$186.00 for the cost of filing the application.
7. The Co-op owes the Co-op Member \$186.00 for refundable deposits.
8. The total amount the Co-op Member owes the Co-op is \$7,383.53, less any amount paid the Co-op Member has paid since the application was filed. The Co-op Member shall pay this amount to the Co-op.
9. If the Co-op Member does not pay the Co-op the full amount owing on or before the Co-op Member will start to owe interest. This will be simple interest calculated from at 4.00% annually on the balance outstanding.

January 30, 2026

Date Issued

Colette Myers

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 Co-op Member expires on August 11, 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 member unit is located.

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