



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-083600-25

In the matter of: 303, 1250 OUELLETTE AVE
WINDSOR ON N8X1J5

Between: MICHAEL DE RITA Landlord

And

ANDREW LOWMEN Tenant

MICHAEL DE RITA (the 'Landlord') applied for an order to terminate the tenancy and evict ANDREW LOWMEN (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

This application was heard by videoconference on January 26, 2026.

Only the Landlord attended the hearing. The Landlord's witness, Harley Rosenfeld (HR), provided testimony at the hearing.

As of 9:31 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. Therefore, the Landlord's application is granted and the tenancy is terminated as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On August 27, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, in relation to allegations that the Tenant both failed to prepare his rental unit for pest control treatments and refused to allow entry to pest control personnel on various

dates in July and August 2025. 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 October 2, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the allegation that the Tenant failed to prepare for scheduled pest control services on October 1, 2025.
5. The Landlord provided reports from his pest control contractors that contained contemporaneous notes about their visits to the rental unit, identifying that the Tenant had failed to prepare his unit on the dates identified in both the first and second N5s. These reports also identified the Tenant's unit as the nexus for the pest problem in the residential complex.
6. The Landlord's Witness HR testified that she observed the rental unit on numerous occasions, and specifically on October 1, 2025. She indicated that the unit was not properly prepared for pest control treatment in accordance with the direction provided to the Tenant.
7. The Landlord testified that the Tenant's failure to properly prepare his unit for pest control treatments was making it difficult for the Landlord to end the pest problem in the residential complex. The Landlord indicated that he would consistently treat the rental units of adjoining tenants, but that the ongoing pest issues in the Tenant's rental unit would reinfest the adjoining units, requiring continual treatment throughout the complex.
8. The evidence indicates that, on a balance of probabilities, the Tenant has failed to properly prepare his rental unit for pest control treatments.
9. This conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. 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.
13. The Tenant did not attend the hearing and did not present evidence on this issue and the Landlord was unaware of any circumstances that would favour refusal or postponement of eviction.

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 10, 2026.

2. If the unit is not vacated on or before February 10, 2026, then starting February 11, 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 11, 2026.
4. The Tenant shall 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 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026
Date Issued

Curtis Smith
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 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 rental unit is located.