



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sterling Karamar Property Management v MacKimmie, 2026 ONLTB 11501

Date: 2026-02-03

File Number: LTB-L-065734-25

In the matter of: 172, 1560 ADELAIDE ST N
LONDON ON N5X2C1

Between: Sterling Karamar Property Management Landlord

And

Kailey MacKimmie Tenant

Sterling Karamar Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Kailey MacKimmie (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 18, 2025.

Only the Landlord's Legal Representative, Jennifer Smith and the Landlord's Agent, Natalia Hernandez, attended the hearing.

As of 10:19 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 tenancy 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 an N5 notice of termination given under section 64 of the Residential Tenancies Act, 2006 (the "Act"), the notice being served on July 22,

2025, with a termination date of August 31, 2025. The N5 alleges numerous events between June 12, 2025, to July 16, 2025. These events include unit conditions of the Tenant's rental unit, including, pest control issues, the extreme lack of cleanliness, the issues with clutter, and addressing health, safety and maintenance hazards identified in the Tenant's rental unit.

4. Subsection 64(1) of the Act states:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

5. Based upon the uncontested evidence of the Landlord's Agent, Natalia Hernandez, the property manager for the last 3 years, I find on a balance of probabilities that the acts alleged in the N5 were committed by the Tenant, and/or by others the Tenant permitted in the residential complex. The Landlord's Agent's uncontested evidence was that these acts substantially interfered with the other tenants and the Landlord. I therefore find on a balance of probabilities that the acts substantially interfered with the Landlord and other tenant's reasonable enjoyment of the residential complex.
6. The Landlord's Agent testified that on June 2, 2025, an agent of the Landlord conducted an inspection of the Tenant's rental unit, and found it extremely cluttered, which did not allow for proper ingress and or egress. During this inspection, a strong smell of garbage was present, the Landlord's Legal Representative submitted documentary evidence including photographs of this inspection.
7. The Landlord's agent further testified that on July 16, 2025 a follow up inspection was conducted and the rental unit was found to be in similar state, and at that time a pest control technician attended with the agent of the Landlord and noted a pest infestation of cockroaches, as the unit could not be properly treated for pests in its state. The Landlord's Legal Representative submitted documentary evidence including photographs of this inspection.
8. The Landlord's Agent testified that the Landlord attempted on several occasions to intervene and support the Tenant regarding the lack of cleanliness of the rental unit and the need for the extreme clean of the rental unit so proper pest control applications could be completed.
9. The Landlord's Agent further testified that on October 24, 2025, a further inspection was completed, and the rental unit was in the same state as the previous inspection, and it now seemed as if the Tenant was not residing in the rental unit, as everything was left exactly the same as the previous inspection. However, Ms. Hernandez noted that rent was still being paid to the Landlord. The Landlord's Agent further testified that the Landlord believes that the Tenant is no longer residing in the rental unit, as previously the Tenant's

father had helped with the Tenant tidying up, as the issues enumerated in the N5 notice have been prevalent during the entire tenancy.

10. The Landlord was hopefully the Tenant would remedy the issues in the N5 notice as the Landlord could not force the Tenant to accept the support and services discussed with the tenant. The Landlord's Agent further testified in her opinion the Tenant requires supporting housing, which is not available in the current residential complex where the Tenant's rental unit is located.
11. The Landlord's Legal Representative submitted documentary evidence of the Landlord's complaints as outlined in the Landlord's N5 notice.
12. A notice under section 64 is an initial "voidable", meaning that the Tenant has seven days to cease the behaviour outlined in the notice, and therefore render the N5 in effective to terminate the tenancy.
13. Based on the uncontested evidence before the Board, on a balance of probabilities, I find that the N5 was not voided. In particular the testimony of the Landlord's Agent and submitted evidence of the Landlord contains details of the state of cleanliness, specifically the lack thereof, pest control issues, clutter that match the objectionable behaviour complained of on the N5, which was not even rectified after the Landlord discussed various supports with the Tenant, rather it would seem to the Landlord that the Tenant vacated. The N5 may therefore sustain termination of tenancy.
14. Moreover, based on the uncontested evidence before the Board, on a balance of probabilities, I find that the Tenant's state of his rental unit as outlined in the N5 notice, substantially interfered with the Landlord's or another tenant's reasonable enjoyment of the residential complex and another tenant's lawful rights, privileges or interests.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

16. 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 postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act, but would be unfair to extend the eviction any further.
17. In response to questioning from the Board, the Landlord's Agent explained that the Landlord was seeking a standard eviction and that the Tenant, has resided in the rental unit for approximately 5 years, various supports were offered to the Tenant, which she declined, and the issues still persist and further Ms. Hernandez testified that the Tenant resides alone, if she still resides in the rental unit and she is not aware of her personal circumstances.
18. Considering all of the evidence and, notwithstanding the Landlord may face some prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair

to the Landlord to delay the eviction until March 31, 2026, but would be unfair to postpone the eviction any further.

19. Given the Tenant's tenure in the tenancy, I am satisfied that the Tenant may experience challenges securing housing that fits her needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further prejudice, the Landlord submitted that rent continued to be paid and after considering the totality of the circumstances I conclude that delaying eviction to March 31, 2026, is fair and appropriate.
20. The extension of time will allow the Tenant to find an affordable place to live, possibly with the support she requires, and the time required to prepare for the termination of the tenancy.
21. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
22. This order contains all of the reasons within it and no further reasons will be issued.

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 March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

Panagiotis P. Roupas
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 October 1, 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.