



Order under Section 78(11) Residential Tenancies Act, 2006

Citation: G&S Realty Investments Inc. v Urbina, 2026 ONLTB 11790

Date: 2026-02-09

File Number: LTB-L-005631-25-SA

In the matter of: 102, 1650 KEELE ST
YORK ON M6M3W1

Between: G&S Realty Investments Inc.

Landlord

And

Concepcion (Conny) Urbina

Tenant

G&S Realty Investments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Concepcion (Conny) Urbina (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on January 3, 2025, with respect to application LTB-L-072711-24SA.

The Landlord's application was resolved by order LTB-L-005631-25, issued on January 20, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-005631-25.

This motion was heard by videoconference on June 4 and September 12, 2025.

The Landlord's Agent, Ernest Orgel, the Landlord's Representative, David Ciobotaru, the Tenant, and the Tenant's Representative, Julio Diaz, attended the hearing. The Landlord had an additional witness, Niren Patel. The Tenant had an interpreter, Janet Esti.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on January 3, 2025, with respect to application LTB-L-072711-24SA, the Tenant was not prepared for any pest treatment.
2. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

3. Here, the Tenant testified that she had prepared the kitchen and the bathroom for the pest treatment on January 15, 2025, but when the pest control person showed up he refused to treat her unit saying she was not prepared. The Tenant testified that she asked him to wait and said that she would finish preparing her unit. The Tenant testified that she did what she always did for treatment and felt that the unit was ready for treatment. The Tenant testified that she is tired of taking items out and putting them back and is tired of the constant pest treatments.
4. Niren Patel ("NP") testified that on January 15, 2025, he was the technician working for Pest Control Plus and attended the rental unit. NP testified that when he went into the rental unit it was only 30-40% prepared. NP testified that the cupboards in the kitchen were not completely empty, and the Tenant would not let him check the washroom. NP testified that he was unable to treat the unit because it was less than 70% prepared, which was the company policy. NP testified that he offered the Tenant 10-15 mins to finish getting ready, but the Tenant said she was not doing anything else. NP testified that items were just gathered into the middle of the cupboards, they had not been removed.
5. The Tenant provided photos and videos of the unit being prepared for treatment, however the videos show the state of the unit after January 15, 2025, after the pest control attended. While I appreciate that the Tenant may now be prepared for pest control, I am not satisfied that the Tenant was prepared on January 15, 2025, when pest control attended.
6. I will note that the Tenant objected to NP being who he claimed to be, and that NP was the technician who attended her rental unit. NP, through the Landlord's Representative, provided a copy of his driver's license and I am satisfied that he is Niren Patel and was the technician on January 15, 2025.
7. It was undisputed that the Tenant received notice in advance of the January 15, 2025, treatment and read and understood the notice. It is undisputed that the Tenant knew she was to be prepared for the treatment. However, I am not satisfied that the Tenant was fully prepared for the treatment in accordance with the order despite understanding the requirement to do so. The Tenant herself admits that items remained in the cupboard and sought more time after pest control attended to finish preparing. That alone is sufficient to establish that the Tenant knew she was not ready for the treatment.
8. The Tenant raised issue at the hearing regarding her mobility and having a letter from her doctor regarding a stroke, however she also admitted that she did not seek additional time for preparing her unit from the Landlord. I therefore am not satisfied that the Tenant properly notified that Landlord that she may require accommodations.

The surrounding circumstances

9. The Tenant testified that she has an adult son who lives with her, it was unclear why her adult son does not assist in preparing the unit for pest treatment. The Tenant testified that she does not have cockroaches in her unit and does not understand why there are such frequent pest control visits. The Tenant testified that she is on a fixed income. The Tenant testified that she needs rest and has issues with nerve that controls her balance.

10. The Landlord's Agent testified that there are 22 units in the building, and it is hard to do pest control because the Tenant consistently makes pest control difficult by refusing entry or not having her unit properly prepared for treatment. The Landlord's Agent testified that because of the issues consistently treating the Tenant's unit, it is making treating the whole building difficult. The Landlord's Agent testified that the Tenant has never reached out for help or accommodations about her health.
11. While I am sympathetic to the Tenant's position and understand that she may be frustrated with the persistent pest control treatments, the Tenant needs to understand the Landlord has an ongoing pest control obligation. The Tenant cannot frustrate the Landlord's obligations just because she does not understand or agree with the ongoing pest control.
12. Unfortunately, I am not persuaded that the Tenant will comply with a new conditional order as she has already demonstrated that she has not complied with a very specific conditional order. I am not persuaded that there is any other more specific or tailored order that would enable the Tenant to preserve the tenancy, and it would be more unfair to the Landlord to allow the tenancy to continue.
13. As such, after considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-005631-25.

The stay is lifted on March 31, 2025

14. The Tenant was seeking 90 days before the stay was lifted due to her limited income and the long-term nature of the tenancy. Furthermore, the Landlord had not made any pest control attempts since January 2025, therefore demonstrating this was not urgent.
15. The Landlord was seeking that the stay be lifted by November 30, 2025.
16. Given the long-term nature of the tenancy and that the Tenant is on a fixed income I am satisfied that lifting the stay on March 31, 2026, is fair in the circumstances. This will give the Tenant time to make the necessary arrangements to find a new rental unit.
17. The stay of order LTB-L-005631-25 is lifted on March 31, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-005631-25, issued on January 20, 2025, is denied.
2. The stay of order LTB-L-005631-25 is lifted on March 31, 2026.
3. Order LTB-L-005631-25 is unchanged.

February 9, 2026
Date Issued

Nicole Pedron
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.