



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-073078-25

In the matter of: 202, 32 CRAIGTON DR
SCARBOROUGH ON M1L2N7

Between: MetCap Living Management Inc. Landlord

And

Iri Bloch Tenant

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Iri Bloch (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 December 16, 2025.

Only the Landlord's Legal Representative Phylicia Thomas and the Landlord's Agent Syeda Jamal and Paul Mercer attended the hearing.

As of 10:01 am, 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 in the application. Therefore, the tenancy shall be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 20, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged that the Tenant had substantially interfered with the reasonable enjoyment and lawful rights of the Landlord and other tenants by repeatedly refusing to allow entry for bed bug pest treatment in accordance with properly served notices of entry. The Landlord alleged that this refusal prevented pest abatement from being completed and interfered with required "block treatment" affecting surrounding units in the residential complex.

4. It is the Landlord's evidence that the Tenant has persistently refused access to the rental unit despite being provided with multiple notices of entry with at least 24 hours' notice. The Landlord's Agent testified that between seven and nine entry notices were provided to the Tenant, including a notice for August 28, 2025, served on August 26, 2025, which fell within the N5 voiding period. The Tenant refused access on each occasion, often stating they were ill but never providing documentation to support the refusal. The Landlord submitted that pest control was required due to an active bed bug issue and that refusal of entry negatively affected surrounding units because treatments must be carried out in blocks to be effective. The Tenant did not attend the hearing to contradict this evidence.
5. Accordingly, I find that the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The Tenant refused entry for the scheduled August 28, 2025, pest control visit, which was within the voiding period ending September 1, 2025. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the Residential Tenancies Act, 2006 (Act).
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,310.85 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$31.42 is owing to the Tenant for the period from January 1, 2025, to December 16, 2025.
8. 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.

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 22, 2026.
2. If the unit is not vacated on or before February 22, 2026, then starting February 23, 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 23, 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 February 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually on the balance outstanding.

February 11, 2026
Date Issued

Kyle Anderson
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 23, 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.