



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

File Number: LTB-L-097437-25

In the matter of: 104, 52 MACDONELL ST
GUELPH ON N1H2Z3

Between: Robmas Inc. Landlord

And

Rachel Young Tenant

Robmas Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Rachel Young (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 29, 2026.

The Landlord's agent Paulina Anderson, the Landlord's legal representative Daria Berezowska and the Tenant attended the hearing.

Preliminary Matter:

1. At the beginning of the hearing, the Tenant requested an adjournment. The Tenant submitted that the matter was complex, that there were ongoing maintenance and pest-related issues in the rental unit and the building, and that she had been overwhelmed due to a sudden relocation from the unit and her child's ongoing health issues. The Tenant further submitted that she had a significant volume of correspondence which had not been uploaded to the LTB portal.
2. The Landlord opposed the request. The Landlord submitted that the hearing had been scheduled well in advance, that no prior request for an adjournment had been made. The Landlord further submitted that granting an adjournment would cause prejudice given the ongoing rent arrears and the uncertainty regarding whether the Tenant remained in possession of the rental unit.
3. In determining whether to grant an adjournment, the Board considers the timing of the request, the reasons provided, the conduct of the parties, and the prejudice to each party. Adjournments are not granted as of right and are generally discouraged where a request is made at the hearing without compelling justification.
4. In this case, the Tenant's request was made at the beginning of the hearing without prior notice. The Tenant did not explain why the adjournment was not requested earlier,

particularly where the issues relied upon, maintenance concerns, pest allegations, and personal circumstances had been ongoing for several months prior to the hearing date. The Tenant also did not take steps to file her own application or to upload the evidence she referenced in accordance with the Board's Rules, despite having sufficient time to do so.

5. I also considered whether denying the adjournment would result in unfairness to the Tenant. I find that it would not. The Tenant remains free to bring her own application under the *Residential Tenancies Act, 2006* regarding maintenance issues, alleged interference with reasonable enjoyment, or any other relief she may seek. Those issues are more appropriately addressed in a separate application where they can be properly framed and supported by evidence. The denial of the adjournment does not deprive the Tenant of access to those remedies.
6. Granting an adjournment would result in prejudice to the Landlord. The Tenant confirms the existence of rent arrears and testified that she has secured alternative housing and intends to vacate, or has vacated, the rental unit. Delaying the hearing would prolong uncertainty and financial prejudice to the Landlord.
7. For these reasons, the Tenant's request for an adjournment is denied.

Determinations:

8. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$1,400.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
12. The Tenant has not made any payments since the application was filed.
13. The rent arrears owing to January 31, 2026, are \$4,200.00. The Tenant confirmed the arrears claimed by the Landlord to be correct and did not dispute the amount of arrears claimed.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,350.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
16. Interest on the rent deposit, in the amount of \$19.18 is owing to the Tenant for the period from May 28, 2025, to January 29, 2026.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord

attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

Relief from Eviction

18. The Tenant testified that she has experienced significant hardship since the beginning of the tenancy. She testified that she is a single mother on Ontario Works with no support system, that she experienced bed bug and cockroach issues shortly after moving into the unit on August 11, 2025, and that Public Health and the City became involved in the fall of 2025.
19. The Tenant also raised concerns regarding maintenance issues in the unit, including pest concerns, exposed elements in a baseboard heater, water damage to the bathroom ceiling, and lifted flooring. The Tenant testified that she was required to temporarily relocate on public health advice between October 19 and November 11, 2025, during which time she did not have access to her belongings. The Tenant further testified that her stress was exacerbated by her domestic circumstances and the hospitalization of her newborn child.
20. During cross-examination, the Tenant testified that she signed a new lease for another rental unit on January 17, 2026. She further testified that she left the rental unit on January 20, 2026, and that, for a period of time, she was in possession of both units. When asked whether she intended to preserve the tenancy, the Tenant testified that she intended to do so only for as long as she needed to. The Tenant acknowledged that she has two children living with her.
21. The Tenant denied refusing entry to pest control companies and testified that she only requested that a treatment plan be put in place before allowing further access. She denied that the City required her to refuse entry and testified that she was asking the Landlord to use a pest inspector provided or approved by the City.
22. The Landlord's agent, Madison Hughes, testified that the Landlord took reasonable steps to investigate and address the alleged pest issues. She testified that multiple licensed pest control companies were retained. Pesticon attempted entry and was refused twice. Pest Jem conducted one inspection and was refused entry on another occasion. Dynamic Pest Management attempted entry three times and entered the unit on October 30, 2025, at which time no pest activity was found.
23. Ms. Hughes testified that a further inspection of the entire unit on November 11, 2025, also found no pest activity. Ms. Hughes further testified that the city did not require the use of a specific pest control company and that the city's concern was that the Tenant permit access for inspection and treatment, which did not consistently occur.
24. Ms. Hughes also testified regarding a unit inspection conducted shortly before the hearing, at which time the unit appeared to be unoccupied and in an unsanitary condition, including rotting food, garbage, and a significant presence of flies. Photographs of that inspection were uploaded to the LTB portal. Ms. Hughes testified that the boiler for the building, which supplies heat, has been operational since early January 2026.

25. I have carefully considered the Tenant's personal circumstances and acknowledge that they are difficult. However, relief under section 83 is discretionary and must be based on all of the circumstances, including the credibility and reliability of the evidence and the parties' conduct.
26. On the evidence before me, I am not persuaded that the Landlord failed to take reasonable steps to address the alleged pest concerns. The Landlord's agent's testimony regarding the inspections and attempts to gain access was clear and consistent. Where inspections occurred, no pest activity was confirmed. I find that access issues materially interfered with the Landlord's ability to investigate and treat the unit.
27. With respect to the maintenance issues raised by the Tenant, there is insufficient evidence before me to conclude that these issues justify relief from eviction in this proceeding. The Tenant did not file her own application, and no compliance orders or inspection reports were properly entered into evidence.
28. I also place significant weight on the Tenant's testimony regarding possession. The Tenant has secured alternate housing and has vacated the unit. In these circumstances, there is no basis to conclude that delaying or denying eviction would meaningfully assist the Tenant in maintaining the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$5,786.00 if the payment is made on or before February 23, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 23, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 23, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,951.69. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$46.03 per day for the use of the unit starting January 30, 2026, until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before February 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 24, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 23, 2026, then starting February 24, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 24, 2026.

February 12, 2026
Date Issued

Nathan Korenberg
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 expires on August 24, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 16, 2026

Rent Owing To February 28, 2026	\$5,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,786.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$4,134.87
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the amount of the interest on the last month's rent deposit	- \$19.18
Total amount owing to the Landlord	\$2,951.69
Plus daily compensation owing for each day of occupation starting January 30, 2026	\$46.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	