



Order under Section 69 Residential Tenancies Act, 2006

Citation: Interrent Holdings Manager LP v Agopian, 2026 ONLTB 13479

Date: 2026-02-11

File Number: LTB-L-084436-25

In the matter of: 1001, 100 MAIN ST E
HAMILTON ON L8N3W4

Between: Interrent Holdings Manager LP Landlord

And

Ed Agopian Tenant

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Ed Agopian (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 January 27, 2026.

The Landlord's Agent, Jennifer Krauskopf, and the Landlord's Legal Representative, Daniel Abraham, attended the hearing.

As of 10:43 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 and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant shall terminate on February 28, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On September 29, 2025, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice') with the termination date of October 19, 2025. The notice of termination contains the following allegations:
 - The Tenant did not prepare the rental unit for pest control on January 10, 2025, May 30, 2025, June 2, 2025, and June 9, 2025; and
 - The Tenant refused entry to the rental unit for pest control on June 11, 2025, June 20, 2025, and July 7, 2025; and
 - The rental unit is unsanitary and unclean with a strong smell of urine in the carpets and garbage, debris, clutter, and clothing were observed throughout the unit.
4. The N5 Notice alleges that the above-mentioned issues have substantially interfered with the reasonable enjoyment and lawful rights of both the Landlord and other tenants in the rental complex.
5. The Landlord's agent, Jennifer Krauskopf ('J.K.') has been employed by the Landlord as the property manager. She has worked for the Landlord for three and a half years.
6. J.K. testified that the serious issues within the Tenant's rental unit were first observed in January 2025. She described excessive clutter, garbage, and debris throughout the unit, accompanied by an overpowering smell of urine. Despite the Landlord providing written notice and the required preparation sheet from the pest control company, the Tenant has neither restored the unit to a reasonable state of cleanliness nor properly prepared for pest control treatment. J.K. further stated that the Tenant refused entry to the unit on three occasions. According to her testimony, the Landlord attempted to treat the unit thirteen times between October 2025 and January 2026, but each attempt was unsuccessful because the unit was not prepared, or the Tenant denied access.
7. The Landlord's representative submitted copies of all letters sent to the Tenant regarding pest control, along with a series of photographs of the unit {DOC-7192623}. These photographs depict excessive clutter, debris, and garbage throughout the space. Mail addressed to the Tenant is left at the door and in the hallway, appearing unopened. The Tenant's mattress is propped against a wall, and several pieces of furniture are overturned and appear to be damaged.
8. J.K. testified that she has offered the Tenant support by directing him to social agencies that could assist with cleaning the unit, but the Tenant has declined help each time. She explained that the Tenant is a senior living independently, and despite the Landlord providing numerous opportunities and ample time to clean the unit and prepare it for pest control, the Tenant has not complied with any of the Landlord's repeated requests. She added that upon inspecting the unit again on January 16, 2026, it is in the same condition with no noticeable improvement.

Analysis

9. Section 64 of the *Residential Tenancies Act, 2006* (the Act) states:

64 (1) 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.

(2) A notice of termination under subsection (1) shall,

- (a) provide a termination date not earlier than the 20th day after the notice is given;
- (b) set out the grounds for termination; and
- (c) require the tenant, within seven days, to stop the conduct or activity or correct the omission set out in the notice.

(3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.

10. It is clear from the wording of section 64 that when a Landlord serves a Tenant with an N5 notice of termination alleging substantial interference, the Tenant has seven days to correct the activity or conduct that gave rise to the notice. In this case, the seven-day voiding period ran from September 30, 2025, to October 6, 2025. To void the N5 Notice, the Tenant was required to prepare the unit for pest control treatment, allow access to the pest control technicians, and reduce the excessive clutter within the rental unit.
11. Based on the uncontested evidence and submissions before the Board, I am satisfied on a balance of probabilities that the Tenant did not void the N5 Notice. On October 6, 2025, the pest control company again attempted to treat the unit but reported to the Landlord that they were unable to perform the service due to the clutter, garbage, and debris throughout the unit.
12. I find that the Landlord has met their onus of establishing, on a balance of probabilities, that the Tenant substantially interfered with the reasonable enjoyment or another lawful right, privilege, or interest of the Landlord or another tenant, as set out in s. 64(1) of the Act. I further find that the Landlord served proper notice and provided the Tenant with preparation instructions prior to each scheduled visit, as outlined in Schedule A of the N5 Notice, which advised the Tenant of the treatments to be performed.
13. I also find that the pest control company was unable to successfully treat the pest infestations in the unit because the Tenant either failed to prepare the unit or refused entry. I accept the Landlord's uncontested evidence that the pest infestation within the Tenant's unit remains unresolved and has affected other units within the residential complex.

Daily compensation, rent deposit

14. The Tenant was required to pay the Landlord \$3,201.00 in daily compensation for use and occupation of the rental unit for the period from October 20, 2025 to January 27, 2026.
15. Based on the monthly rent, the daily compensation is \$32.01. This amount is calculated as follows: \$973.53 x 12, divided by 365 days.

16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$911.05 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$86.02 is owing to the Tenant for the period from September 21, 2020 to January 27, 2026.
18. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

19. The Landlord's representative submitted that, given the length of time the Tenant has been afforded to clean the unit, the numerous requests made by the Landlord, and the repeated inability of the pest control company to perform treatment, the Landlord has no confidence that the Tenant would comply with a conditional order. He stated that the Landlord is seeking an 11-day eviction order; however, the Landlord would be amenable to a short delay in the eviction to allow the Tenant time to secure alternate housing.
20. Although J.K. submitted that the Tenant is a senior and has lived in the rental unit since July 1, 1994, the Tenant did not attend the hearing to provide evidence regarding their circumstances. Without such evidence, I am unable to determine whether any relief from eviction should be considered.
21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) 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 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.
4. The Tenant shall pay to the Landlord \$3,201.00, which represents compensation for the use of the unit from October 20, 2025 to January 27, 2026. The Landlord must deduct, from this amount, any monies received from the Tenant.
5. The Tenant shall also pay the Landlord compensation of \$32.01 per day for the use of the unit starting January 28, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$997.07 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.

8. The total amount the Tenant must pay the Landlord is \$2,389.93. The Landlord must deduct, from this amount, any monies received from the Tenant.
9. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 11, 2026

Date Issued

Susan Priest

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 September 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.