



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-095120-25

In the matter of: 204, 146 IMPERIAL RD N
GUELPH ON N1H8J9

Between: Guelph Non-Profit Housing Corporation Landlord

And

Alexa McCutcheon Tenant
Robert Parker

Guelph Non-Profit Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Alexa McCutcheon and Robert Parker (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 February 11, 2026.

Only the Landlord's Legal Representative Peter Schroder attended the hearing.

As of 9:52 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination - Substantial interference

On August 1, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, which was deemed served on August 1, 2025. The Landlord witness Julie Curran testified to the following:

- On June 12, 2025, the Landlord and HomePro Pest Control inspected all the units in the residential complex for pests. It was reported to the Landlord that the Tenant's rental unit had heavy cockroach activity and sanitation issues. Ms. Curran stated that the Tenant's rental unit would receive the strongest treatment and that they would be informed shortly when treatment was to be given. Additionally, the Tenants were handed preparation instructions in advance and that their sanitation issues needed to be addressed immediately so the treatment would be effective.
- On June 25, 2025, the Tenant was provided a notice of entry for the cockroach treatment for July 4, 2025, along with the preparation instructions.
- On July 4, 2025, HomePro Pest Control attended the rental unit, and the Tenant was not prepared for the treatment, as they failed to prepare the rental unit as per the instruction sheet. The sanitation issues prevented a proper effective treatment. As a result, the treatment could not be completed.
- Ms. Curran stated a letter was sent out to the Tenant on July 8, 2025, regarding the missed pest treatment.
- On July 14, 2025, the Landlord provided the Tenant with a notice of entry for cockroach treatment for July 18, 2025, along with the preparation instructions.
- On July 18, 2025, HomePro Pest Control attended the rental unit, and the Tenant was not prepared for treatment, as they failed to prepare the rental unit as per the instruction sheet. The sanitation issues prevented a proper effective treatment. As a result, the treatment could not be completed.

Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

4. On November 10, 2025, the Landlord gave the Tenant a second N5 notice of termination, which was deemed served on November 10, 2025, as it was hand delivered to the Tenant, with a termination date for November 15, 2025. The notice of termination contains the following allegations:
 - Ms. Curran testified that on August 29, 2025, the Landlord provided the Tenant with a notice of entry for cockroach treatment for September 5, 2025, along with preparation instructions.
 - On September 5, 2025, HomePro Pest Control attended the rental unit, and the Tenant was not prepared for treatment, as they failed to prepare the rental unit as per the instruction sheet. The sanitation issues prevented a proper effective treatment. As a result, the treatment could not be completed.

- On October 1, 2025, the Landlord provided the Tenant with an entry notice for cockroach treatment for October 7, 2025, along with the unit preparation instructions.
 - On October 7, 2025, HomePro Pest Control attended the rental unit, and the Tenant refused to allow entry.
 - On October 28, 2025, the Landlord provided the Tenant with an entry notice for cockroach treatment for November 3, 2025, along with unit preparation instructions.
 - On November 3, 2025, HomePro Pest Control attended the rental unit, and the Tenant was not prepared for treatment, as they failed to prepare the rental unit as per the instruction sheet. The sanitation issues prevented a proper effective treatment. As a result, the treatment could not be completed.
 - HomePro also noted that due to open drug paraphernalia and extreme clutter throughout the rental, they would no longer be returning to the rental unit until those issues are fully rectified.
 - Lastly, Ms. Curran testified that the Landlord has offered her assistance before every treatment and the Tenants have never responded, including offering contractors to assist with clean up at the Landlord's expense.
5. This conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex. I find that the Tenant's failure to provide access or follow the preparation instructions for pest control substantially interferes with the Landlord's obligations. By obstructing cockroach treatments, the Tenants allow an infestation to spread causing avoidable damage and infringing on the rights of other tenants to a safe and sanitary home.
6. *Daily compensation, NSF charges, rent deposit*
- The Tenant was required to pay the Landlord \$475.02 in daily compensation for use and occupation of the rental unit for the period from December 16, 2025, to February 11, 2026.
7. Based on the monthly rent, the daily compensation is \$8.19. This amount is calculated as follows: \$249.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. *Relief from eviction*

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 March 3, 2026.
2. If the unit is not vacated on or before March 3, 2026, then starting March 4, 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 4, 2026.
4. The Tenant shall pay to the Landlord \$475.02, which represents compensation for the use of the unit from December 16, 2025, to February 11, 2026.
5. The Tenant shall also pay the Landlord compensation of \$8.19 per day for the use of the unit starting February 12, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$661.02.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 4, 2026, at 4.00% annually on the balance outstanding.

February 20, 2026
Date Issued

Anthony Bruno
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 4, 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.