



Order under Section 69 Residential Tenancies Act, 2006

Citation: Niagara Regional Housing v Rayner, 2026 ONLTB 15022

Date: 2026-02-19

File Number: LTB-L-069316-25

In the matter of: Unit 1014, 15 GALE CRES
ST CATHARINES ON L2R7G3

Between: Niagara Regional Housing Landlord

And

Helen Rayner Tenant

Niagara Regional Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Helen Rayner (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 November 26, 2025.

Only the Landlord's agent, R. Dagenais, and the Landlord's legal representative, J. Callender, attended the hearing.

As of 10:41 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Service of Notice of Hearing:

3. The Landlord's agent, R. Dagenais (RD), the property manager of the residential complex, said that the notice of hearing for the hearing was served to the Tenant by the Landlord, under her door. The disclosure evidence was also served in this way to the Tenant. RD also said that she has had discussions with the Tenant about the hearing, and she called the morning of the hearing to remind the Tenant about the hearing.

Application:

4. On August 12, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged that, after unit inspections carried out on July 15, 2025, and on August 5, 2025, the Landlord found the unit in a deplorable condition, including finding cat feces, garbage and debris throughout the unit. There was also food and garbage found all over the kitchen floor, countertop and sink.
5. RD said that she is the property manager of the residential complex which is comprised of 197 units over 15 floors. She said that she is familiar with the Tenant.
6. RD submitted into evidence photos taken during a unit inspection on August 5, 2025. She said that the photos were taken by her colleague. In the photos, one can see cat feces on the floor in every room, also garbage on floors, open food containers, and garbage all over the kitchen surfaces and floor. She said that the inspection took place because the Landlord had undertaken exterior maintenance in July 2025. When the Tenant had not removed her belongings from the balcony, the contractor arrived to do it for her, and he found a dead kitten on the balcony, along with six or seven other kittens/cats. RD said that she called the Humane Society, and they came and removed all the cats in July 2025.
7. RD said that the Landlord then undertook an inspection in July 2025, and after finding all the garbage and cat feces, they told the Tenant to clean up, and they returned for the repeat inspection on August 5, 2025. RD said that the cats had already been removed in July 2025, so all the feces found in the unit on August 5, 2025, was old remnants that had not been cleaned up.
8. RD said that after the August 5, 2025, inspection, the Landlord gave the Tenant another opportunity to clean up, and they came to reinspect on August 19, 2025. She submitted into evidence photos taken during the reinspection on August 19, 2025. The unit was unchanged. It had cat feces, garbage all over the kitchen, in the sink and on the countertop, feces all over the bathroom, garbage on the bedroom floor. In one of the photos, one can see a man lying on the floor of a bedroom amidst the garbage. RD said that she does not know this person.
9. RD said that she spoke with the Tenant on November 11, 2025, mentioning the N5 notice of termination, and the Tenant told her she would clean the unit. RD said that she asked the Tenant to call her when she had cleaned up, and the Tenant did not call to the date of the hearing.
10. RD said that there was a full building pest inspection carried out on November 17 and 18, 2025, and the Tenant's unit was identified as a source of cockroaches and bedbugs. She said that the state of the Tenant's unit is making it extremely challenging for the Landlord

to deal with the cockroach and bedbug issue. She said that the Landlord spends a lot of money trying to get ahead of any pest issue, and the Tenant is contributing to the problem. The Tenant's failure to clean exacerbates the situation. RD said that the neighbouring unit has bedbugs, and the Landlord is unable to get rid of them. Pest control is in the building at least once a week.

11. RD said that the Tenant has not disclosed any disability, and she does not have a visible disability. She said that the Tenant has lived in the unit since 2021, she is 64 years old and her income is from ODSP. However, RD said that the Tenant has not disclosed any disability to the Landlord that requires accommodation. She said that the Landlord has offered the Tenant a social worker, but she declined the offer. During the inspection in August 2025, RD brought a social worker, but she said that the Tenant remained in the bedroom and would not talk to the worker.
12. The Landlord submits that they have given the Tenant multiple opportunities to clean, and she has failed to do so. They submit that there is a pest issue in the residential complex that is being caused or exacerbated by the state of the Tenant's unit, none of which was reported to the Landlord. They submit that the consequences of the Tenant's failure to clean are serious, and they are a substantial interference. They submit that the Tenant's failure to clean prevents the Landlord from being able to maintain the building in a healthy, pest-free state.

Reasons and Analysis:

13. I find, based on the Landlord's evidence, that the Tenant did not stop the conduct or activity, nor did she correct the omission within seven days after receiving the N5 notice of termination, as discussed below. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
14. I find, based on the Landlord's evidence, that the Tenant's rental unit is in a deplorable condition, and the Tenant has failed to keep it in an ordinary state of cleanliness, in contravention of section 33 of the Act. The condition of the unit has impeded the Landlord's ability to maintain the residential complex in a healthy state, complying with health, safety or maintenance standards.
15. The Landlord first discovered a serious problem in July 2025 when they attempted to do exterior work on the building and found that the Tenant's unit had dead cats, as well as live cats who were leaving feces all over the unit, and that the Tenant failed to clean it. Despite giving the Tenant multiple chances to clean up, the same cat feces, filth and garbage first found in July 2025, was still there after two further inspections, on August 5 and August 19, 2025. The Tenant was well aware of the problem, she had discussions with the Landlord's agents, yet she failed to clean up. The Landlord is now unable to maintain the entire residential complex in a fit state that complies with health, safety, housing or maintenance standards because the Tenant's unit is in such a deplorable state. The Landlord is unable to do effective pest treatment, and other units are experiencing serious bedbug or cockroach issues.

Section 83 Considerations:

16. It is undisputed that the Tenant is on ODSP, and therefore she must have a disability. Whatever the disability of the Tenant, she has not disclosed it to the Landlord, and there has been no request for accommodation. In fact, the Tenant has declined offers of assistance by the Landlord.
17. The Landlord has given the Tenant multiple opportunities to correct her behaviour, and she has failed to respond. She also failed to attend the hearing to provide evidence on any accommodation need, or to provide evidence on any reason to deny or delay eviction. I find that the Tenant's unit continues to be a health hazard to her, and to the rest of the residential complex. The state of the unit, and the Tenant's failure to clean it, also serve as an impediment to the Landlord's ability to keep the building in a fit state, healthy for human habitation. Therefore, I find that the Tenant's tenancy is no longer viable, and it is prejudicial to the Landlord for it to continue.
18. I have considered all of the disclosed circumstances above in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and I 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 2, 2026.
2. If the unit is not vacated on or before March 2, 2026, then starting March 3, 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 3, 2026.
4. If the Tenant does not vacate the rental unit on or before March 2, 2026, then the Tenant shall pay the Landlord compensation of \$4.73 per day for the use of the unit starting March 3, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 3, 2026 at 4.00% annually on the balance outstanding.

February 19, 2026**Date Issued**_____
Nancy Morris

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 3, 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.