



Order under Section 69 Residential Tenancies Act, 2006

Citation: Homestead Land Holdings Limited v Leach, 2026 ONLTB 15097

Date: 2026-02-19

File Number: LTB-L-028837-25

In the matter of: 207, 44 OLD OAK RD
KINGSTON ON K7M6X4

Between: Homestead Land Holdings Limited Landlord

And

Janice Leach Tenants
Roger Stevenson

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Janice Leach and Roger Stevenson (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on November 26, 2025.

Only the Landlord's legal representative, J. Shanani, attended the hearing. The Landlord's witness, T. Steinberg, also attended the hearing.

As of 9:37 a.m., the Tenants were 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 Tenants were in possession of the rental unit on the date the application was filed.

3. There was a previous hearing date, on August 11, 2025, on which the Tenants also failed to attend. However, the Landlord requested, and obtained, an adjournment on that date because they believed they could come to a resolution with the Tenants. They did not.
4. The Landlord's witness, T. Steinberg (TS) is the property manager of the residential complex. She said that she served the Tenants with the evidence and a notice of hearing for this hearing on November 17, 2025.
5. TS said that the Tenants are a mother and a son. The residential complex is an apartment building with 89 units. The Tenants' unit has units above, below and beside it.

The Application:

6. On March 21, 2025, the Landlord gave the Tenants an N5 notice of termination. The notice alleges that the Tenants refused entry to the Landlord for pest control treatment on different dates. They were informed that they could void the N5 notice of termination by complying with the Landlord's preparation requirements for pest control.
7. The Landlord's witness, TS, said that the Landlord re-attended the unit for pest control treatment on March 26, 2025, and the Tenants refused entry. She said that the Tenants were rude, said they are "tired of this", and they closed the door in the face of the Landlord's employees and pest control technicians. Therefore, the Landlord submits that the Tenants failed to void the N5 notice of termination.
8. TS also submitted a report of the Landlord's employees, in which they say that the Tenants complained about the attempted treatment on March 26, 2025, and they refused any further entry for treatment going forward.
9. The Landlord had originally served the N5 notice of termination in March 2025, after a number of attempts to treat the unit for pests in February 2025 were unsuccessful as a result of the Tenants' refusal of entry, or because they had failed to prepare the unit.
10. TS submitted into evidence reports from the pest control company, after inspections or attempted treatments to the rental unit in February 2025. They reported "sanitation issues", as well as cat feces/puke on the carpet in the bedroom and living room, food debris, food stains on the kitchen floor and cupboards, as well as splatter on the appliances. The technician writes that they were unable to fulfill a complete treatment due to the state of the unit.
11. TS submitted into evidence a summary of visits made by the Landlord to the Tenants' unit for either bed bug treatment, cockroach treatment, or general pest treatment, from the end of 2024, and in every month in 2025, sometimes multiple visits. In the summary, the Landlord states that they were either unable to complete treatment because of the state of the unit, or the Tenants refused entry.
12. TS submitted another report dated April 16, 2025, in which the Landlord's employees said that they attempted entry for treatment and the Tenants refused entry and said that they would never permit entry. There was another report from April 28, 2025, in which the Landlord's employee attempted to discuss treatment with the Tenant, R. Stevenson (RS),

and he said he would not permit treatment because of his cat, and he would not remove the cat from the unit. The employee also reported that RS swore at her.

13. TS said that after a scheduled treatment on November 24, 2025, two days before the hearing, the Tenant, J. Leach (JL) had arranged for her son to leave the unit while pest control was present, but he refused to leave. TS said that RS went out to the balcony, and the pest control found "extreme activity" of pests in the unit. She submitted into evidence a photo of a pink blanket covered in cockroaches found on November 24, 2025. Other photos showed entire portions of walls covered in bedbugs, or a carpet stained with bed bugs. TS said that JL is usually out of the unit when they come for treatment, and it is RS who is present and usually refuses treatment.
14. TS said that the Tenants have received instructions and proper 24 hours' notice of entry for every single inspection or treatment. She said that there are instructions appropriate for each type of treatment.
15. TS said that the pest issue in the unit and the building has become worse, there are bed bugs throughout the unit. She said that the Landlord has constantly had to treat other units in the building for bed bugs.
16. TS said that the Tenants have lived in the rental unit since 2017. She said that she believes JL works and RS stays at home during the day.
17. The Landlord requests eviction. They submit that the Tenants have substantially interfered with the Landlord's rights, privilege or interest by failing to prepare for pest control, or by refusing entry for pest control. They submit that the Tenants' non-compliance has obstructed the Landlord's ability to carry out required maintenance in the building, and the most recent photos of the unit demonstrate that it is in a terrible, unhealthy and unclean state.

Reasons and Analysis:

18. I find, based on the Landlord's evidence, that the Tenants did not stop the conduct or activity, nor did they correct the omission within seven days after receiving the N5 notice of termination, as discussed below. They refused entry on March 26, 2025, for pest control. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
19. I find, based on the Landlord's evidence, that the Tenants' rental unit is in a deplorable condition, and the Tenants have failed to keep it in an ordinary state of cleanliness, in contravention of section 33 of the Act. They have failed to prepare for pest control, and they have consistently refused entry to the Landlord for required pest control. The condition of the unit, the failure to prepare, and the refusal of entry for pest control, has impeded the Landlord's ability to maintain the residential complex in a healthy state, complying with health, safety or maintenance standards.
20. The Landlord's evidence proves, on a balance of probabilities, that the Landlord has been unable to carry out pest control in the Tenants' unit, and the bed bug and cockroach

infestation in the unit has remained untreated. This is a substantial interference with the Landlord's right, privilege or interest in maintaining the residential complex in a fit state and healthy for human habitation. As of just two days before the hearing, the Landlord's photos showed that the unit has an extreme problem with cockroaches and bed bugs. The Tenants have been given multiple opportunities to prepare the unit and permit the Landlord to properly treat it, but the Tenants have failed to do so. Rather, they have refused entry, and they have been rude and obstructive to the Landlord. As a result, the entire residential complex has an ongoing problem with bed bugs and cockroaches, and the Landlord has been unable to resolve the problem.

21. Based on the monthly rent, the daily compensation is \$42.89. This amount is calculated as follows: \$1,304.43 x 12, divided by 365 days.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 83 Considerations:

23. The Tenants failed to attend the hearing to disclose any reason to deny or delay eviction. They have also not disclosed to the Landlord any disability that requires accommodation.
24. The Landlord has given the Tenants multiple opportunities to correct their behaviour, and they have failed to respond. They 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 Tenants' unit continues to be a health hazard to them, and to the rest of the residential complex. The state of the unit, the Tenants' failure to prepare for required pest control, and their failure to permit entry to the Landlord for pest control, serves 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 Tenants' tenancy is no longer viable, and it is prejudicial to the Landlord for it to continue.
25. Consequently, 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. There is no reason to delay eviction, and the situation is quite urgent. As of the end of November 2025, the state of the unit, and the inability to treat the unit was causing a building-wide problem that the Landlord was unable to resolve.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants 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 Tenants do not vacate the rental unit on or before March 2, 2026, the Tenants shall pay the Landlord compensation of \$42.89 per day for the use of the unit starting March 3, 2026, until the date the Tenants move out of the unit.
5. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing on or before March 2, 2026, the Tenants 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.