



Order under Section 69 Residential Tenancies Act, 2006

Citation: TBDSSAB Housing Pgrams v Meeseetawageesic, 2026 ONLTB 12376

Date: 2026-02-23

File Number: LTB-L-082521-25

In the matter of: 505, 120 CUMBERLAND ST S
THUNDER BAY ON P7B5R7

Between: TBDSSAB Housing Pgrams Landlord

And

Crystal Meeseetawageesic Tenant
Ray Crane

The capitalized words "Landlord" and "Tenant" refer to all parties identified as each at the top of the order.

TBDSSAB Housing Pgrams (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Meeseetawageesic and Ray Crane (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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 19, 2026.

The Landlord's Agent Ashley Crupi, and the Landlord's Legal Representative Jennifer Fenton, attended the hearing.

As of 9:37 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:

Preliminary Issues

1. Whether the notice of termination, in respect of cockroaches, contained sufficient particulars as set forth by the court in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931. The Landlord's Legal Representative submitted the infestation is ongoing, August 2024 to present, and has not been able to be treated because of the Tenant's non-compliance. The Tenant is aware of their behaviour as well as the Health Unit notice. Based on the Representative's submissions.
2. There was no evidence on the portal from the Landlord. The Landlord's Legal Representative submitted the Landlord's evidence was served to the Tenant by hand on January 12, 2026.
3. Based on the uncontested submissions before me, the matter proceeded to the merits hearing.

Merits

4. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy with respect to serious impaired safety; an order for eviction shall issue.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. There is no last month's rent deposit.
7. On September 16, 2025, the Landlord gave the Tenant an N7 notice of termination based on serious impaired safety and willful damage. The notice of termination contains the following allegations:
 - August 2024 to present: the unit is infested with cockroaches and the Tenant has not been complying with pest control treatments, which allows the infestation to spread, causing serious health and safety risks for the Tenant and other tenants.
 - May 2, 2025: the Tenant's guest was smoking in the hall and blocking the stairway for approximately 40 minutes, and lights a takeout container on fire, and leaves it burning in the hallway upon exiting.
 - May 15, 2025: the Tenant's guest urinated near the elevator, creating a biohazard.
 - Sep 30, 2024: the Tenant's guest leaves a box feces outside the building, dropping some feces in the residential complex while carrying the box; thus, creating a biohazard.
 - July 3, 2024: the staff were notified that the Tenant's toilet was clogged and required cleaning. When staff and the contractor entered the rental unit, the bathroom was observed to be full of urine, feces, excessive garbage, and used needles, which required a biohazard cleanup
8. The Landlord's Agent Ashley Crupi testified since August 2024 to present, the Tenant has a severe cockroach infestation in her apartment. When the infestation was discovered, the Tenant was given a 'cockroach prep sheet' which sets out what the Tenant is required to do prior to and after the unit is treated; approximately 4 to 7 days prior to the scheduled treatment, the extermination company serves the tenant(s) the prep sheet with the treatment date. Despite all the back and forth with the Tenant about preparing the unit,

approximately 13 emails, the Tenant did not comply; the kitchen and bathroom were not clean enough for the treatment to be effective, and items were not removed or placed in bins as per the preparation sheet. On June 6, 2025, The Thunder Bay District Health Unit sent a Tenant a letter about Public Health Inspectors had been working the Landlord for several months to address an ongoing cockroach issue in the building; the Tenant's unit was noted as having ongoing cockroach activity and stressed that proper preparation for treatment and ongoing maintenance was required. On December 9, 2025, the Landlord sent the Tenant a letter that the exterminator "has advised on numerous occasions your unit is not prepped for treatment" and that it is crucial that the unit be properly prepared for the next treatment. The Landlord offered to arrange for contractor assistance if the Tenant was unable to prepare the unit; the assistance would be as a charge back to the Tenant. The letter advised that if the Tenant did not participate in preparing the unit for spraying, they will file with the Landlord and Tenant Board to pursue and order for either eviction or mandated preparation. The extensive period of non-compliance for cockroach treatment, seriously impairs the safety of all in the building, which causes serious health concerns as set out in the letter from the Health Unit; the Tenant and all residents are affected. Plus, the extra costs involved with the exterminator attending and the unit not being properly prepared amount to willful and/or negligent damage.

9. The Landlord's Agent also testified, as captured by the camera footage pictures:

- On May 2, 2025, staff identified a burn mark in the hallway alcove, upon reviewing cameral footage, guests of the Tenant are seen loitering in the hallway for about 45 minutes, then when leaving one of the individuals lights a container on fire and leaves it burning while they exit. This is willful damage and seriously impairs the safety of all in the building.
- On May 15, 2025, upon leaving the rental unit, a guest of the Tenant urinates in the common area near the elevator, requiring a biohazard clean-up.
- On September 30, 2024, a guest of the Tenant leaves the rental unit and is seen depositing a box of human feces outside the rental complex door; the Landlord further discovers that feces had fallen out of the box and dropped in the hallway. Exposing staff and other residents to such a biohazard seriously impaired the safety of all.
- On July 4, 2024, the Tenant reported that their toilet was clogged. Upon attending the rental unit, the bathroom was found full of urine, feces, garbage and used needles; the plumber would not do the repair with the bathroom in such a deplorable state. The state of the bathroom amounts to serous impairment of safety because of the biohazard from the urine and feces, and the safety concerns raised by used needles strewn about.

10. The Landlord's Agent further testified that the condition of the unit has not changed. An inspection was done on August 18, 2025, plus follow-up conversations with the Tenant at the unit door as late as early December 2025, revealed no change; you could see into the unit when at the door. There is no indication that the Tenant's behaviour will change.

11. The Landlord's Legal Representative submitted that the evidentiary burden has been met based on the testimony and evidence given at hearing. As the Landlord's Agent testified, there is no indication the Tenant's behaviour will change, therefore, a conditional order is not feasible, thus eviction is the only logical outcome. The Landlord is seeking a standard eviction order, 11-days, with expedited enforcement.

Analysis

12. Section 66(1) of the Act states:

A landlord may give a tenant notice of termination of the tenancy if,

(a) An act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and

(b) The act or omission occurs in the residential complex.

13. The case law establishes that to warrant eviction under Section 66, there must be some actual impairment of safety. As held in *SOL-26261-12, 2012 LNONLTB 2628*, it is not necessary that anyone has actually been hurt or injured. It is sufficient that it is foreseeable that the act or omission could have resulted in or may result in a serious impairment of safety. The impairment of safety must be serious. Given the serious consequences of this ground, including short notice, immediate application, no opportunity to correct behaviour, priority eviction by the Sheriff, this ground is intended for the most serious of situations.

14. Based on the uncontested evidence and testimony before me, I find that the Tenant and a guest of the Tenant seriously impaired the safety of others, and that the act(s) took place in the residential complex. By refusing to comply with preparing the unit so it can be effectively sprayed for cockroaches, exposes all residents and staff to numerous health concerns/issues; the letter from the Health Unit sets out that cockroaches “create an unsanitary situation, spreading bacteria like *Salmonella* when they crawl through garbage and then onto countertops and into food. Eating food contaminated by cockroaches may cause food poisoning. Cockroach feces can also negatively affect the health of humans, particularly those with asthma”. Although the letter also references the disruption to daily life associated with a cockroach infestation taking away from people’s enjoyment of their property, I consider the high potential to being exposed to illness/disease to be a serious impairment of safety to all in the rental complex. I also find lighting a fire in the common areal to seriously impair the safety of all; it puts the entire building and its residents in great risk of harm. Similarly, exposing others to used needles, feces and/or urine presents health issues that have the potential to seriously impair all affected.

15. In respect of willful undue damage, Black’s Law Dictionary defines damage as: Loss, injury, or deterioration, caused by the negligence, design, or accident of one person to another, in respect of the latter’s person or property. The term “undue damage” is not defined in the Act or Black’s Law Dictionary, but the regular definition of ‘undue’ is “unwarranted or inappropriate because excessive or disproportionate”.

16. As to damage, I find the Landlord did not present sufficient evidence to establish that the damage caused by the Tenant, or a guest, meets the level willful undue damage. When a landlord is alleging damage, there are two choices for an eviction notice. The N5 for the Tenant wilfully or negligently causing undue damage under section 62 of the *Residential Tenancies Act, 2006* (the ‘Act’); this notice has a voiding period that gives the 7 days to pay for or repair the damage. The N7 notice for the Tenant wilfully causing undue damage;

this notice does not have a voiding period and enforcement and/or eviction can be expedited.

17. The N7 notice is issued pursuant to section 63(1)(a) of the Act which says:

Despite section 62, a landlord may give a tenant notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex,

(a) wilfully causes undue damage to the rental unit or the residential complex.

18. For a N7 notice, the damage caused must be significantly greater than what is required to give a notice of termination pursuant to clause 63(1)(a) of the Act. Here damage was put forth in the context of the extra costs the Landlord incurred for a biohazard clean on April 15, 2024. The invoice from Service Master indicates the measures required were: removal of feces; cleaning and sanitizing; and unclogging the toilet. However, both the N7 notice and the Landlord's Agent's testimony reference the bathroom issue being on July 3, 2024, which does not coincide with the cleaning done on April 15, 2024. Further, I am not convinced that damages, costs incurred, are properly included in the category of damage; the biohazard was required because of the Tenant's extreme lack of maintaining the bathroom in a suitable condition. Therefore, I find the Landlord did not prove on a balance of probabilities that the Tenant willfully caused undue damage.

Expedited enforcement

19. The Landlord requested expedited enforcement and eviction date based on the continues non-compliance with pest control treatments which severely affects the Landlord's ability to properly address the cockroach infestation in the Tenant's unit and the cockroach issues in the building itself; this negatively affects all residents in the building.

20. Section 84 of the Act says:

Subject to clause 83 (1) (b), the Board shall, in an order made under section 69 based on a notice given under subsection 61 (1) that involves an illegal act, trade, business or occupation described in clause 61 (2) (a) or based on a notice given under section 63, 65 or 66, request that the sheriff expedite the enforcement of the order.

21. The Landlord's request for expedited enforcement of the eviction order is granted. There is no indication that the Tenant's behaviour will change, specifically that the Tenant will comply with pest control treatment requirements as the issue has persisted since August 2024; therefore, I find the request for expedited enforcement to be reasonable.

22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated March 6, 2026.

2. If the unit is not vacated on or before March 6, 2026, then starting March 7, 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 7, 2026. **The Sherriff is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 7, 2026, at 4.00% annually on the balance outstanding.

February 23, 2026
Date Issued

Diane Wade
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 7, 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.