



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-087179-25

In the matter of: 1012, 155 KING ST E
OSHAWA ON L1H7T8

Between: Durham Regional Local Housing Corporation Landlord

And

Janice Elliott Tenant

Durham Regional Local Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Janice Elliott (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

This application was heard by videoconference on February 5, 2026.

Only the Landlord's legal representative, Lindsay Whitehouse and the Landlord's agent Jackie Quinn attended the hearing.

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. Therefore, the tenancy is terminated on March 3, 2026.
2. The Landlord served two N5 Notices of Termination ("N5 Notice") alleging that the Tenant substantially interfered with the reasonable enjoyment or another lawful right, privilege or interest of the Landlord or another tenant pursuant to s.64(1) of the *Residential Tenancies Act, 2006* (the "Act").
3. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination – Substantial Interference

4. On September 25, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination deemed served on September 25, 2025. The N5 Notice alleges substantial interference with another tenant's or the landlord's reasonable enjoyment of the premises and/or lawful rights, privileges, or interests by failing to permit access to the unit. The Tenant agreed to cooperate with the Landlord in allowing access to the rental unit for pest control treatment, and as a result the Landlord considered the first N5 Notice voided.
5. On October 16, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served on October 16, 2025. The notice of termination contains the following allegations:
 - October 9, 2025, due to a bed bug infestation the Landlord had booked a pest control contractor to perform a heat treatment in the unit. Notice of entry was served as per RTA. Property manager spoke to tenant and family member the day before to confirm the urgent need for treatment and offered a vacant unit for use during the treatment. Tenant refused access to contractor when they arrived so treatment could not be completed.
6. Based on the Tenant's alleged refusal of entry for pest control, within 6 months of the prior N5 notice being served, 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).
7. The Landlord's agent Jackie Quinn testified that the Tenant repeatedly refused entry to permit necessary bed bug treatment, thereby impairing the safety and enjoyment of their units of other tenants in the residential complex. The Landlord's agent stated she is employed as a property manager by a non-profit housing provider in the Region of Durham. She testified that she has worked in property management for approximately 25 years and is responsible for rent collection, coordinating cleaning services, arranging access to units, and overseeing pest control matters. The residential complex houses approximately 165 senior tenants.
8. The Landlord's agent testified that bed bug treatment requires an initial spray treatment followed by a second treatment approximately 14 days later to address eggs. She explained that untreated bed bugs spread quickly in multi-unit residential buildings and pose a serious concern, particularly in a building occupied by seniors. The Landlord filed documentary evidence, including a spreadsheet documenting scheduled treatment dates where entry was refused by the Tenant. The Landlord's agent testified that proper 24-hour written notices of entry were served once service dates were confirmed and that reminder phone calls were made in accordance with the Landlord's standard practice. Despite this, pest control technicians were repeatedly unable to complete treatment due to refusal of entry or lack of adequate preparation.
9. The Landlord's agent stated that the pest control technicians that attended the rental unit reported that housekeeping conditions were preventing successful eradication of the infestation. In response, the Landlord arranged and offered professional preparation services, including assistance with cleaning and laundry. The Tenant was referred twice to

an external non-profit stabilization organization and to a cleaning service known as "Extreme Clean." Although the Tenant initially accepted assistance, she refused access once dates were confirmed. The referral process was completed twice and both times access was ultimately denied.

10. The Landlord's agent testified that the Landlord also communicated with the Tenant's daughters in an effort to stabilize the tenancy. One of the Tenant's daughters indicated she would attend to assist with cleaning but did not attend. The Landlord agent testified that she was later advised that the Tenant had moved to hospital in November and did not wish to return to the unit. The Tenant has not paid rent since November. The Landlord offered to proceed with treatment and waive January's rent if cooperation was provided, but no further communication was received.
11. The Tenant did not attend the hearing and provided no evidence or further information for the Board to consider. Based on the uncontested evidence before me, I find that the Landlord scheduled multiple pest control treatments for bed bugs in the unit and served proper notices of entry. I find that the Tenant repeatedly refused entry for treatment and refused access to professional cleaning services arranged by the Landlord at no cost, which would have facilitated the pest control treatments. I further find that the repeated refusals prevented completion of the required two-stage treatment process.
12. I accept the Landlord's evidence that untreated bed bugs pose a significant risk of spreading to other units in a large multi-residential building and that this building houses approximately 165 senior tenants. I also find that the Landlord made extensive efforts to secure cooperation, including arranging preparation services, referring the Tenant to external support organizations, coordinating with family members, and offering temporary accommodation during treatment.
13. Section 64 of the Act permits termination where a tenant substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or other tenants, or substantially interferes with the landlord's lawful rights, privileges or interests. A landlord has a statutory obligation to maintain the residential complex in a good state of repair and free from pests. The Landlord cannot discharge that obligation without lawful access to the unit. On the basis of the uncontested evidence before me, I find that the Tenant's repeated refusal to permit entry for necessary pest control treatment directly interferes with the Landlord's lawful rights and interests.
14. In a multi-unit residential complex, untreated bed bugs create an ongoing risk to neighbouring units and to other Tenants' reasonable enjoyment. I find that the Tenant's repeated refusal of entry for required pest control treatment constitutes substantial interference pursuant to section 64 of the Act.

Daily compensation, NSF charges, rent deposit

15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Relief from eviction

17. The Landlord is a non-profit housing provider serving seniors and made considerable efforts to stabilize the tenancy. These efforts included engaging family members, arranging professional cleaning services at no cost, referring the Tenant to external support organizations, offering temporary relocation during treatment hours, and offering to waive one month's rent to secure cooperation.
18. There is evidence that the Tenant may be hospitalized and may not intend to return to the unit. The Tenant has not paid rent since November and did not attend the hearing or send an agent, to advise of their circumstances or a proposal to address the situation.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), Balancing all the circumstances of both parties, including the risk posed to other vulnerable residents and the Landlord's extensive efforts to secure compliance and the Tenant's ongoing absence from the unit, 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 10, 2026.
2. If the unit is not vacated on or before March 10, 2026, then starting March 11, 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 11, 2026.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. 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 11, 2026, at 4.00% annually on the balance outstanding.

February 27, 2026
Date Issued

Nathan Korenberg
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 11, 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.