



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-095857-25

In the matter of: 405, 150 QUEEN ST
SARNIA ON N7T2R3

Between: Housing Services - County of Lambton Landlord

And

Tracy Collins Tenant

Housing Services - County of Lambton (the 'Landlord') applied for an order to terminate the tenancy and evict Tracy Collins (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 18, 2026.

Only the Landlord's Legal Representative Preston Hayes and the Landlord's Agent Tina Buono attended the hearing.

As of 10:10am, 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 effective March 9, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed. On May 8, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. 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).

3. On November 7, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: that the Tenant was causing water scented with pine sol to drip onto another residents balcony, that the Tenant propped open an exit door, that the Tenant made excessive noise, that smoke detectors were missing from the unit, and that the Tenant failed to prepare his unit for pest treatment.
4. The Landlord's witness Tina Buono testified at the hearing. Deals directly with resident complaints and testified that she had direct knowledge of the vents on the 1st and second N5.
5. With respect to the 1st N5 she testified that the Tenant moved into the complex in May 2024 and shortly thereafter the Landlord started receiving general complaints about noise and sent the Tenant a letter on July 25 2024 making the Tenant aware of these issues, and asking them to reduce the noise level.
6. She testified that the Landlord received a complaint on August 21, 2024, stating the rental unit door was being slammed all day and all night long, and that there were guests that coming and go all hours of the day and causing a disruption.
7. On January 28, 2025 the Landlord sent the Tenant another letter detailing theses and other complaints, including the theft of a package by the Tenant's guest.
8. With respect to the 2nd N5 she testified that on June 1, 2025 she discovered pine sol scented water dripping down from the Tenants unit onto the balcony of a unit below and sent the Tenant a letter about this conduct on June 3, 2025.
9. On June 19, 2025, she received noise complaints from other residents concerning excessive noise coming from the rental unit during the night and early morning hours. On August 19, 2025 she received an email from a resident indicating that a guest of the Tenant was outside throwing rocks at the Tenants windows to get their attention. However, the rocks were hitting and damaging her window screen.
10. She testified that on September 23, 2025 the Tenant was provided with a notice of entry stating that the Landlord intended to enter the unit to treat it for bedbugs. However, when the pest control company attended the unit on September 26, 2025 the unit was not prepared for treatment.
11. On October 10, 2025 a second bed bug treatment was scheduled, however the Tenant still had not prepared the rental unit and define the treatment.
12. Based on the Landlord's uncontested evidence I am satisfied that the Tenant has disrupted the complex with excessive noise, caused water to flood another residents balcony, and failed to prepare the rental unit for bedbug treatment on two occasions.
13. I am satisfied that this conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.
14. I am also satisfied that this conduct substantially interferes with a lawful right, privilege or interest of the Landlord as they are unable to comply with their maintenance obligations by addressing the bed bug infestation in the Tenant rental unit.

15. I found the evidence of the Landlord's witness credible, and supported by documentation and accept her evidence as presented.
16. The Tenant was required to pay the Landlord \$378.40 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to February 18, 2026.
17. Based on the monthly rent, the daily compensation is \$4.73. This amount is calculated as follows: \$144.00 x 12, divided by 365 days.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.
20. 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. The Landlord's Legal Representative was not aware of any of the Tenant's circumstances that would support delaying or denying eviction. The Tenant did not attend and thus I did not have an opportunity to hear evidence from them on the issue. The Landlord's witness indicated that the Tenant has continued to frustrate the Landlord's attempts to treat the unit for bedbugs including by failing to prepare the unit for treatment on December 17, 2026 and January 23, 2026.
21. While I recognise that the rental unit is rent geared to income, and the Tenant may struggle to secure a rental unit, the Landlord has presented a clear pattern of disruptive behaviour, which has not improved despite the service of two N5 Notices of Termination. Considering all the circumstances, I am satisfied 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 9, 2026.
2. If the unit is not vacated on or before March 9, 2026, then starting March 10, 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 10, 2026.
4. The Tenant shall also pay the Landlord compensation of \$4.73 per day for the use of the unit starting February 19, 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. The total amount the Tenant must pay the Landlord is \$186.00.

7. If the Tenant does not pay the Landlord the full amount owing on or before March 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 10, 2026 at 4.00% annually on the balance outstanding.

February 26, 2026
Date Issued

Reid Jackson
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 10, 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.