



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-097628-25-SA

In the matter of: 1002, 35 FRONT ST S
MISSISSAUGA ON L5H2C6

Between: SUNDER GROUP OF COMPANIES Landlord

And

DON HART Tenant

SUNDER GROUP OF COMPANIES (the 'Landlord') applied for an order to terminate the tenancy and evict DON HART (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on May 24, 2024, with respect to application LTB-L-081710-23.

The Landlord's application was resolved by order LTB-L-097628-25, issued on November 25, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-097628-25.

This motion was heard by videoconference on January 6, 2026.

The Landlord's Legal Representative Geoff Paine, Landlord's Agent Tatinana Shaarubina, and the Tenant Don Hart attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued on May 24, 2024, with respect to application LTB-L-081710-23, which required the Tenant to maintain the rental unit in a condition suitable for pest control treatment.
2. The Tenant disputes that a breach occurred. The Tenant testified that the condition of the unit, as shown in the Landlord's photographs from November 17, 2025, and November 24, 2025, was the result of efforts to prepare the unit for pest treatment. The Tenant also stated that he was unaware an inspection would occur and that he would have rectified the condition had he known.
3. I am not persuaded by the Tenant's evidence on this issue.

4. I find that the photographic evidence clearly shows that the unit was in a state of significant clutter and disorganization on both November 17, 2025, and November 24, 2025. The photographs depict items scattered throughout the unit, including the kitchen and bathroom, as well as the presence of food and food waste left out. I accept the Landlord's evidence that, as a result, pest control treatment could not be completed.
5. I also find it more likely than not that the condition of the unit was ongoing and not temporary. The unit appeared substantially similar in condition on two separate dates one week apart. This undermines the Tenant's explanation that the condition was solely due to temporary preparation for treatment.
6. The Tenant acknowledged that entry was granted to the Landlord's staff and pest control contractors on November 17, 2025. I find that the purpose of that entry, pest control treatment, would reasonably require the unit to be in a condition that permits treatment to occur. The Tenant was therefore responsible for ensuring the unit met that standard at the time of entry.
7. I accept the Landlord's uncontested evidence that the cluttered condition of the unit prevented effective pest treatment, which was a central requirement of the prior order. The inability to treat the unit due to its condition constitutes a failure to comply with that order.
8. Therefore, on a balance of probabilities, I find that the Tenant was in breach of the May 24, 2024, order on both November 17, 2025, and November 24, 2025.

The surrounding circumstances

9. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-097628-25.
10. The issue has been ongoing for several years, with multiple prior orders and opportunities for the Tenant to comply. Despite this, the Tenant has continued to breach the condition requiring the unit to be maintained in a condition suitable for pest treatment.
11. I accept the Landlord's evidence that the condition of the unit has interfered with pest control efforts and contributed to an ongoing cockroach issue affecting other units in the residential complex.
12. This is the Tenant's second motion to set aside, and the Tenant had previously been put on notice that further non-compliance could result in eviction. In these circumstances, granting relief would be unfair to the Landlord.

The stay is lifted immediately

13. At the hearing on January 6, 2026, the parties agreed that the stay should be lifted after 30 days to allow the Tenant time to vacate.

14. Given the date of issuance of this order, I find that the agreed-upon time has already been provided.

15. Accordingly, the stay of order LTB-L-097628-25 is lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-097628-25, issued on November 25, 2025, is denied.
2. The stay of order LTB-L-097628-25 is lifted immediately.
3. Order LTB-L-097628-25 is unchanged.

March 5, 2026
Date Issued

Kyle Anderson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.