



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089162-25

In the matter of: E12, 2557 LAKE SHORE BLVD W
ETOBICOKE ON M8V1E5

Between: LAKESHORE PROPERTIES GP LTD. Landlord

And

Margarete Kuleszynski Tenant

LAKESHORE PROPERTIES GP LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict Margarete Kuleszynski (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 4, 2026.

The Landlord's Legal Representative, Eric Steiman, and the Landlord's Witness, Marta Krol, attended the hearing.

As of 4:29 p.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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated as of March 27, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 8, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: the Landlord on various dates between February 21, 2025 and October 17, 2025, has attempted to conduct pest control

treatments within the rental unit, but due to lack of cleanliness of the rental unit, and the Tenant's lack of preparation for the treatments, the pest control company has not been able to successfully treat the unit for the pests.

4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Tenant has failed to prepare the unit for the pest control company on various occasions. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. Since the N5 was served on October 8, 2025, the voiding period would be from October 9-25, 2025. The Landlord's witness testified on October 14, 2025, the Landlord attempted to do an inspection of the rental unit, which the cleanliness of the unit on this date had not improved, nor was it prepped for the pest control company.
6. Further, the Landlord's witness testified that on October 17, 2025, a follow-up inspection was completed, and it was noted that there was no improvement since the N5 notice was given or since the last inspection on October 8, 2025.
7. The Landlord's witness, Marta Krol, testified that she was the superintendent for the building for a period of 3 years, and stopped working for the Landlord sometime in December 2025. She testified that on various dates between February 21, 2025, and October 10, 2025, the Landlord tried to treat cockroaches and mice within the rental unit, but due to the poor cleanliness of the unit, the pest control company was not successful in completing the treatments.
8. The Landlord's witness testified about the reports the pest control company completed, which describe the condition of the rental unit during their inspections of the unit and that they were unable to successfully treat it for the pests. She further testified that these issues have been consistent and ongoing which have affected other tenants in the building because the pest problem in the rental unit has spread.
9. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that by maintaining the rental unit in an extremely unclean condition, the Tenant has substantially interfered with the reasonable enjoyment of the residential complex or a lawful right, interest or privilege of the Landlord or another tenant. The condition of the unit has effectively prevented the Landlord from satisfying their maintenance obligations under the Act and the pest problem has spread from the rental unit to other units in the complex.
10. I find that the grounds for termination of the tenancy have been made.
11. The Landlord sought an eviction order.
12. The Landlord's Legal Representative submitted that in relation to relief from eviction, it would be prejudicial to the Landlord to continue this tenancy, because despite numerous inspections and work by the Landlord to try and remedy the situation and paying out of pocket for the attempted treatments, the condition of the unit remains the same and the Tenant has demonstrated that they are unwilling or unable to maintain the unit in a clean condition that can facilitate pest treatments. Pests have spread between other rental units within the residential complex, and this has been an ongoing issue for the Landlord for quite some time. 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.

13. The Tenant was required to pay the Landlord \$2,605.68 in daily compensation for use and occupation of the rental unit for the period from November 9, 2025, to February 4, 2026.
14. Based on the monthly rent, the daily compensation is \$29.61. This amount is calculated as follows: \$900.73 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$900.73 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$24.33 is owing to the Tenant for the period from January 1, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 27, 2026.
2. If the unit is not vacated on or before March 27, 2026, then starting March 28, 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 28, 2026.
4. The Tenant shall pay to the Landlord \$2,605.68, which represents compensation for the use of the unit from November 9, 2025 to February 4, 2026.
5. The Tenant shall also pay the Landlord compensation of \$29.61 per day for the use of the unit starting February 5, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$925.06 which is the amount of the rent deposit and interest on the rent deposit., which will be deducted from the amount the Tenant owes the Landlord.
8. The total amount the Tenant must pay the Landlord is \$1,866.62.
9. If the Tenant does not pay the Landlord the full amount owing on or before March 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 28, 2026 at 4.00% annually on the balance outstanding.

March 16, 2026
Date Issued

Samantha Greaves
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 28, 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.