



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-091065-25

In the matter of: Unit 406, 204B HESPELER RD
CAMBRIDGE ON N1R3H5

Between: Skyline Real Estate Holdings Inc. C/O Skyline Living Landlord

And

Adrian Watson Tenant

Skyline Real Estate Holdings Inc. C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Adrian Watson (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Skyline Real Estate Holdings Inc. C/O Skyline Living (the 'Landlord') also applied for an order requiring Adrian Watson (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 20, 2026.

Only the Landlord's Legal Representative Shannon Kiekens and the Landlord's Agent Stephane Beaudry attended the hearing.

As of 9:58 am, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

On September 22, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:

- The Tenant repeatedly failed to prepare the rental unit for scheduled pest control treatments and refused entry to pest control technicians, preventing treatment for pests in the unit.
 - The condition of the rental unit due to clutter and poor housekeeping made it unsafe or impossible for contractors to complete work inside the unit.
 - The Tenant communicated with Landlord staff using abusive and offensive language and refused to cooperate with treatment instructions.
3. It is the Landlord's uncontested evidence that the Tenant did not stop the conduct or activity and did not pay the Landlord's reasonable out-of-pocket costs within seven days after receiving the N5 notice of termination. The Landlord's evidence included incident reports showing that on July 3, 2025, and July 15, 2025, the Tenant failed to prepare the unit for scheduled pest control treatments and refused entry to pest control technicians. On July 16, 2025, a plumber attended the unit to address a leak but declined to proceed due to the unsanitary and cluttered condition of the rental unit. On July 25, 2025, the Tenant sent text messages to Landlord staff refusing to prepare the unit for pest control treatment and using abusive language toward staff. On August 27, 2025, the Tenant again failed to prepare the unit for cockroach treatment, and the condition of the unit prevented the pest control contractor from completing the treatment.
 4. The Landlord also provided evidence that on September 25, 2025, the Tenant again refused to cooperate with pest control technicians and did not follow the required preparation instructions. The Tenant did not pay the Landlord the invoiced costs of \$141.25 for missed pest control treatments during the voiding period. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 64(3) of the Residential Tenancies Act, 2006 (the "Act").
 5. On the basis of the uncontested evidence before the Board, I find that the Tenant substantially interfered with the Landlord's lawful rights and the reasonable enjoyment of the residential complex by repeatedly refusing entry to pest control technicians and failing to prepare the rental unit for pest treatment, which prevented the Landlord from addressing pest issues in the building. I also find that the condition of the rental unit due to clutter and poor housekeeping prevented contractors from completing necessary work in the unit. This conduct substantially interfered with the Landlord's lawful right to maintain the residential complex and constitutes wilful or negligent damage to the premises. Therefore, the tenancy shall be terminated.

6. The Landlord has incurred reasonable out-of-pocket expenses of \$141.25. These expenses represent pest control contractor charges billed to the Landlord when technicians attended the rental unit but were unable to complete pest treatments because the Tenant had not prepared the unit or refused to cooperate with the treatment process.
7. The Tenant was required to pay the Landlord \$4,365.00 in daily compensation for use and occupation of the rental unit for the period from October 23, 2025, to January 20, 2026.
8. Based on the monthly rent, the daily compensation is \$48.50. This amount is calculated as follows: $\$1,475.12 \times 12$, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. 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.

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 22, 2026.
2. If the unit is not vacated on or before March 22, 2026, then starting March 23, 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 23, 2026.
4. The Tenant shall pay to the Landlord \$4,365.00, which represents compensation for the use of the unit from October 23, 2025, to January 20, 2026.
5. The Tenant shall also pay the Landlord compensation of \$48.50 per day for the use of the unit starting January 21, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$141.25, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$4,692.25.

9. If the Tenant does not pay the Landlord the full amount owing on or before March 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 23, 2026, at 4.00% annually on the balance outstanding.

March 11, 2026
Date Issued

Kyle Anderson
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 23, 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.