



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105267-25

In the matter of: 1105, 45 OAKMOUNT RD
TORONTO ON M6P2M4

Between: Beaux Properties Management Company Landlord

And

Beverly Warren Tenant

Beaux Properties Management Company (the 'Landlord') applied for an order to terminate the tenancy and evict Beverly Warren (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 23, 2026.

The Landlord's legal representative Sabrina Marchionne, the Landlord agent Athena Metaxas, and a witness for the Landlord, Svetlana Lana Kozlovacki attended the hearing.

As of 10:44am, 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. However, the tenancy between the Landlord and the Tenant shall continue if the Tenant meets the conditions set out in this order.
2. This application is a Landlord's L2 application. The Tenant was in possession of the rental unit on the date the application was filed.

3. On October 24, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of November 14, 2025. The notice of termination alleges that the Landlord provided proper notice of entry for the Landlord's agent to perform pest control treatment on October 24, 2025. On October 24, 2025, the day the pest control technician attended the rental unit was not prepared and the rental unit was in a state of uncleanliness.
4. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Landlord evidence

5. The Landlord submitted evidence (DOC-7369491) to the Board to support the claims in the application consisting of photos, notice of entry and pest technician reports.
6. The Landlord agent stated the Landlord performs regular block inspections and treatments in the residential complex but was made aware of high activity in the Tenant's rental unit.
7. Two witnesses for the Landlord, Lana Kozlovacki who works in the administrative office and Phil McCabe the Landlord's super intendent provided testimony.
8. Lana issues the notice of entries to the tenants in the residential complex and attended the rental unit on October 24, 2025. Phil also attended the same day and took the photos submitted in the Landlord's evidence.
9. The rental unit is in a state of uncleanliness and none of the large furniture has been moved from the walls. The kitchen contains open bags of garbage and there is debris on the counter.
10. In addition to the October 24, 2025 notice of entry, the Landlord agent stated 7 more notices were provided to the Tenant in accordance with the *Residential Tenancies Act, 2006* (the "Act") between October 23, 2025 to January 30, 2026 providing the Tenant with approximately 48 hours notice to prepare her rental unit for treatment. The notices were also served with copies of instructions for the preparation for treatment.
11. The Landlord agent stated that the Tenant has failed to properly prepare the rental unit hindering the Landlord's efforts to remediate the roach infestation.
12. The Landlord agent stated that on several occasions the Tenant has been verbally aggressive toward the pest control technician and staff.
13. The pest control technician's reports indicate heavy activity in the months of October 2025, November 2025 and December 2025. The report on December 9, 2025 also notes

"Unit 1105: Poor conditions. Not prepared well. Live roaches all over. Food access. Most likely causing issues to 1205."

14. The Landlord agent stated that although the Tenant has not properly prepared the rental unit the pest control technician has able to perform partial treatments on the rental unit.
15. The Tenant allowed access to the rental unit for the January 16, 2026 treatment and the pest control technician's report states:

"Unit 1105 and 715 did roach gel, no live activity seen but seen 4 dead roaches in unit 1105."

16. A follow up inspection was scheduled for February 4, 2026 with proper notice however the Tenant did not allow the pest control technician access to the rental unit. In the technician's report it states the Tenant was verbally aggressive and did not allow access.
17. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant because the ongoing issue the Tenant has failed to properly prepare her rental unit for pest control treatment. As a result, the Tenant's conduct has hindered the Landlord's ability to quickly remediate the issue of roaches in the residential complex and had caused a spread in the residential complex.

Relief from eviction

18. The Landlord agent stated the Tenant has resided in the rental unit for approximately 5 to 7 years and the Tenant's conduct and aggression towards staff is escalating.
19. The Tenant did not attend the hearing to provide submissions of her own for my consideration to delay or deny the Landlord's request for eviction.
20. Although the Tenant failed to properly prepare the rental unit I note the reports from the pest control technician from October 2025 to January 2025 indicate the partial treatment was effective in controlling the spread in the Tenant's rental unit. By the January 30, 2026 inspection the pest control technician reports no live activity.
21. While I acknowledge the Tenant did not allow entry for the February 4, 2026 follow up and the pest control technician's report indicates verbal abuse by the Tenant I find this submission to be hearsay.
22. While the *Statutory Powers Procedure Act, 1990* permits administrative tribunals to allow hearsay evidence, in *Manikam v. Toronto Community Housing Corporation*, [2019 ONSC 2083](#) the Divisional Court found that tribunals must first assess whether the hearsay evidence is necessary and reliable. Hearsay evidence is a problem because the opposing party has no opportunity to cross-examine the person making the statement. Hearsay evidence can be admitted and given some weight if it is necessary and reliable.
23. I cannot find that the hearsay evidence given by the Landlord was reliable as the author did not appear to testify. I therefore give this evidence very little weight.

24. I note the Tenant's long tenure in the rental unit and although the Landlord agent has stated the Tenant's conduct and verbal abusive behaviour is escalating in my view the Landlord has led with insufficient evidence to support this claim.
25. I find it reasonable to provide relief from eviction in the form of a conditional order. In my view a conditional order will balance the interests of the Landlord ordering the Tenant to comply with future pest treatment preparation to allow the Landlord proper treatment and afford the Tenant an opportunity to comply with the conditions and preserve her tenancy.
26. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
27. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
28. There is no last month's rent deposit.
29. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Commencing on April 1, 2026 for 12 consecutive months up to and including March 31, 2027 the Tenant shall:
 - Allow the Landlord access for all pest control treatments and inspections, provided that lawful notice of entry is provided by the Landlord in accordance with the Act; and
 - The Tenant shall maintain the rental unit in a state of ordinary cleanliness and fit for habitation and free of open garbage and food.
3. If the Tenant fails to comply with the conditions set out in paragraph #2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before March 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 24, 2026 at 4.00% annually on the balance outstanding.

March 12, 2026
Date Issued

Greg Brocanier
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 24, 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.