



March 17, 2026

Landlord and Tenant Board

**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-102583-25

In the matter of: 307, 230 AMELIA ST W
THUNDER BAY ON P7E 6H2

Between: TBDSSAB Housing Programs Landlord

And

Norman Jedyk Tenant

TBDSSAB Housing Programs (the 'Landlord') applied for an order to terminate the tenancy and evict Norman Jedyk (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 willfully 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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was scheduled to be heard by videoconference on March 5, 2026. The Tenant attended and was assisted by Tenant Duty Counsel throughout the mediation process. The Landlord's Legal Representative, Jennifer Fenton, also participated.

Before the start of the hearing the parties advised that they had reached an agreement. As a result of the resolution discussion, the parties mutually agreed to resolve all matters in the application and requested an Order on Consent.

I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

The Tenant Acknowledges and agrees to the following:

- a. The Tenant is responsible for keeping the rental unit in a reasonable state of cleanliness, and that to keep the unit clean he ought to:
 - remove garbage and clutter, including on countertops and in closets, and properly disposing of it on a regular basis;
 - Sweep, mop, and wash all floors to remove dirt, grime and build-up on a regular basis;
 - Wash countertops, sinks, walls and the toilet to remove dirt and grime on a regular basis.
- b. The Tenant will comply with any necessary pest control preparation and treatment;
- c. The Tenant will participate in the accommodation process. This process includes, but is not limited to, communicating with the Landlord, participating in any steps he agrees to take and providing information/documentation that is required as part of the accommodation process.

The Landlord Acknowledges and agrees to the following:

- d. The Tenant has informed the Landlord that he has a cognitive disability and that this disability affects his ability to recognize problems and how to address problems properly. No documentation or further information has been provided to the Landlord with respect to the Tenant's disabilities.
- e. Inform the Tenant of which Thunder Bay City By-Law regarding pet licensing that he needs to comply with;
- f. The Landlord agrees to accommodate the Tenant's disability by:
 - Explaining what proper chemicals and cleaning supplies should be used in the cleaning of the rental unit to prevent the smell of animal urine and feces from developing inside the rental unit and spreading into the hallway;
 - Having an in-person discussion with the Tenant about which specific parts of the rental unit need to be cleaned and how best to clean them;
 - Discuss with the Tenant the possibility of accommodating him by transferring him to a new unit on the ground floor of a residential complex that does not contain carpeting;
 - Have an ongoing discussion with the Tenant about possible accommodations including, but not limited to, the accommodations the Landlord can provide to help the Tenant keep his unit clean.

On consent of the parties, it is ordered that:

Unit Cleanliness:

1. The Tenant will bring his rental unit to an ordinary state of cleanliness (similar to a Level 2 on the attached Clutter Image Rating Scale), on or before April 30, 2026. This will include the following:
 - Cleaning any animal feces and urine from inside the unit, including litter boxes and cages using proper cleaning supplies; and
 - Reducing the odor of urine inside the rental unit to a minimal level. The parties agree that at a minimum level, the odor of urine will not spread into the hallway.
2. For a period of one year from the issuance date of this Order, the Tenant will maintain the rental unit in an ordinary state of cleanliness (similar to a Level 2 on the attached Clutter Image Rating Scale).

Pest Control

3. On or before April 30, 2026, the Tenant will have his unit properly prepared for a bed bug treatment, in accordance with the attached "Bed Bug Prep Sheet" provided by Todaloo Pest and Wildlife Services;
4. The Tenant will report any pest concerns and infestations to the Landlord's maintenance department within 3 days of discovering the issue.

Pets and Pet Care

5. The Tenant will limit the total number of pets in the unit to the 3 pets that he currently has, and will have no more than 3 pets reside with him in the unit for the remaining duration of the natural lives of his current pets. The Tenant's current pets are: a male dog named Jackson, a female dog named Tara and a female cat named Nana. After one of these pets passes away, the Tenant will have no more than 2 pets in his unit for the remainder of this tenancy;
6. The Tenant will not have any animals that are not his pets in his rental unit for the remainder of his tenancy;
7. The Tenant will not allow animals to breed inside the rental unit for the duration of the tenancy.
8. For a period of one year from the date of the order, the tenant will clean up any urine, feces or other pet messes daily and dispose of any garbage inside the rental unit (Example: paper towels, used litter etc.) on a regular basis as needed. This will include cleaning litter boxes, cages and any other messes the pets make inside the rental unit.

9. The Tenant will ensure that he is bathing his pets when required so they do not smell strongly of urine when he is in the common spaces of the residential complex. This clause is not enforceable under Section 78 of the RTA.
10. The Tenant will ensure that his dog's barking does not interfere with the reasonable enjoyment of the Landlord and other tenants in the residential complex. This clause is not enforceable under Section 78 of the RTA.
11. The Tenant will ensure he is using proper chemicals and cleaning supplies that will prevent the smell of animal urine and feces from developing inside the rental unit and spreading into the hallway. This clause is not enforceable under Section 78 of the RTA.

Costs

12. The Landlord waives the \$186.00 filing fee;
13. The Tenant shall pay to the Landlord \$193.23 on or before March 31, 2027. This cost represents the costs paid by the Landlord to repair the illuminated fire exit sign on the second floor that was damaged by the Tenant.

Section 78

14. **If the Tenant fails to meet the terms, as per paragraphs 1 – 8 above, in this Order, the Landlord may apply under section 78 of the Residential Tenancies Act, without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant. The Landlord must make this application no later than 30 days after the Tenant's failure to meet this term.**

March 17, 2026
Date Issued

Susan Parsons
Hearings Officer, 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.

BED BUG PREP SHEET

On _____ our technician will be arriving at your home to treat for Bed Bugs. Please be READY TO GO by _____.

All people and pets must be prepared to leave for 6-8 hours. Anybody pregnant, under the age of 2 or with any type of respiratory issues must vacate their unit for 24 hours.

Please complete the following **BEFORE** your treatment. If you have any questions, please call our office for clarification.

1. Remove all of the linens from all the beds in the home, not just the active room(s). Put all these linens into bags.
2. Remove all of the clothing in the dresser drawers and put them into bags.
3. Any clothing in the closets or on the floor, put those into bags.
4. Shoes and non-clothing items in the closet(s) can be left where they are but should be organized.
5. Any curtains must be taken down and put through dryer for at least 30 min on high heat.
6. All of the items in these bags are to be washed and put into the dryer for at least 30 minutes on high heat. This can either be done before or after treatment, it does not make a difference, but the items CAN NOT GO BACK INTO THE DRESSER DRAWERS AND CLOSETS UNTIL WHEN THE UNIT IS CLEARED WHICH IS AFTER THE FOLLOW UP.
7. Please clear out all side tables and end tables, exposing the drawer. Do not use cardboard boxes to pack your belongings in, plastic bins or bags are recommended.
8. Bookcases, china cabinets, etc. do not need to be touched, but vacuuming them is recommended. Discard vacuum bag immediately after. In more severe cases removing items from these area's may actually be needed especially if they are NOT vacuumed.
9. Unplug all computers or electronic devices.
10. No preparation is needed in the kitchen.
11. Vacuum all floor areas, furniture and beds prior to treatment. Discard vacuum bag immediately.
12. Fish tanks need to be unplugged and a towel put over top for the duration of treatment.
13. **Once your home is cleared, we recommend leaving the residual for as long as possible. It will provide long term control if left in place.**
14. All prep MUST be done to help guarantee successful treatments. If prep is not complete according to the above list we may hold off on treatments until prep is complete. Co-operation from all parties is needed to successfully treat for bed bugs. Several treatments may be needed.
15. Please be aware live bed bugs may be seen even after the 2nd treatment. We must wait till the scheduled follow up before proceeding any further.
16. DO NOT PUT ITEMS TO THE CENTER OF ANY ROOM. Doing so will infest all your items!
17. If after being cleared you find a bug, please save it and see if it dies shortly (few days), if it does the product is still working well and there is no need to immediately call us back.

If you have any questions regarding preparation, please call our office for details and clarification.

1.807.252.9352

www.ToodalooPest.com

Clutter Image Rating Scale: Kitchen

Please select the photo below that most accurately reflects the amount of clutter in your room

Clutter Image Rating Scale: Bedroom

Please select the photo below that most accurately reflects the amount of clutter in your room

Clutter Image Rating Scale: Living Room

Please select the photo below that most accurately reflects the amount of clutter in your room