



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089249-25

In the matter of: 2, 280 WEIR ST N
HAMILTON ON L8H5G3

Between: DIANNE MOORE Landlord

And

WILLIAM MCLEAN Tenant

DIANNE MOORE (the 'Landlord') applied for an order to terminate the tenancy and evict WILLIAM MCLEAN (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

This application was heard by videoconference on February 4, 2026.

Only the Landlord attended the hearing.

As of 11:48 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 in the application. Therefore, the tenancy is terminated on April 6, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 5, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. The notice of termination included details from October 4, 2025, in relation to the smell of cat urine coming from the rental unit, and on September 27, 2025, the pest control company reported that there was an exceptionally bad cockroach infestation in the rental unit that is caused by the dirty condition of the unit. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

4. On October 21, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: that on October 13, 2025, and on October 21, 2025, the smell of cat urine was still coming from the rental unit, and on other occasions the Tenant failed to secure his cat in order for the pest control to spray for the cockroaches, and there was no attempt made to declutter or prepare for the pest control company to spray for cockroaches.
5. The Landlord testified that the Tenant has an overwhelming number of cockroaches in his apartment, and she witnessed during the day the cockroaches were running up the cupboards. The Landlord has called a pest control company, and they advised her it wasn't the worse they saw, but it was close.
6. The Landlord testified and provided photographs as evidence, that due to the unclean state of the Tenant's rental unit the pest control company cannot properly spray the rental unit to get rid of them due to the Tenant not complying with the preparation work even though the Landlord and the property manager have offered to assist.
7. The Landlord further testified that the cockroaches have spread through the building, and the Landlord has had to incur a huge expense to get the issue under control. Even though the Landlord has incurred these costs, she is not seeking monetary compensation.
8. The Landlord also testified in relation to the cat urine smell coming from the rental unit, that the Tenant's cat litter boxes are not clean, and the Landlord has to knock on his door to remind him to change the cat litter. The smell of cat urine is entering the hallway and other tenants are complaining of the smell.
9. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that the Tenant has substantially interfered with the reasonable enjoyment of the residential complex or a lawful right, privilege or interest of the Landlord and other tenants. The Tenant is effectively preventing the Landlord from treating the extreme cockroach infestation in his unit by failing to cage his cat in preparation for treatments and by maintaining his unit in a state of extreme uncleanliness. The Tenant also fails to clean the litter box in the rental unit, causing a strong smell of cat urine to enter the common areas.
10. The Landlord sought a delayed termination of the tenancy for 60 days to allow the Tenant to find alternative living arrangements, and I find this to be a reasonable request. The Tenant did not attend the hearing to present any evidence or submissions in support of granting alternative relief from eviction. Accordingly, 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 postpone the eviction until April 6, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on April 6, 2026.
2. If the unit is not vacated on or before April 6, 2026, then starting April 7, 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 April 7, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.

March 13, 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 October 7, 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.