



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

File Number: LTB-L-095815-25

In the matter of: 504, 200 THE PARKWAY
KINGSTON ON K7M3E6

Between: Homestead Land Holdings Limited Landlord

And

Anderson Smith Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Anderson Smith (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.

The Landlord further applied for an order requiring 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 February 10, 2026.

Only the Landlord's legal representative Jessica Shanani and the Landlord's agent Madelene Medeiros attended the hearing.

As of 10:35a.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 their claim for costs related to substantial interference in the application. Therefore, the tenancy between the parties is terminated, and the Tenant will be ordered to pay the Landlord costs.

2. The Landlord has not proven on balance of probabilities the claim for compensation in the application. Thus, the Landlord will not be awarded daily compensation.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On October 23, 2025, the Landlord gave the Tenant a voidable N5 notice of termination pursuant to subsection 64 of the *Residential Tenancies Act, 2006* (Act). Many dates and incidents are provided in this notice. A summary of the allegations is that from September 30, 2024, to September 15, 2025, the Tenant has failed many times to prepare their rental unit for pest control treatment and has on many occasions refused entry to the Landlord for the purposes of pest control treatment. As a result of the Tenant's conduct, the Landlord has also incurred costs for these scheduled treatments in the total amount of \$1,352.61.
5. The seven-day voiding period in this case is from October 24, 2025, to October 30, 2025.
6. The Landlord's agent testified to the incidents on the notice. She confirmed that on the following dates: August 16, 2024, September 30, 2024, October 8, 2024, February 14, 2025, May 5, 2025, the Tenant either had refused entry to the Landlord for the purposes of pest control treatment or did not prepare their rental unit for the treatment. She further testified that a valid notice of entry was provided to the Tenant for these dates and that, a pest control preparation sheet was also included as to how the Tenant is to prepare for their unit.
7. The Landlord's agent also testified that the Tenant did not void the N5 notice. On October 29, 2025 (after providing the Tenant with a valid notice of entry) she attended the rental unit for the purposes of an inspection, and the Tenant again refused entry.
8. Based on the evidence adduced at the hearing, I am satisfied on a balance of probabilities that the Tenant did not void the N5 Notice, and that the Tenant substantially interfered with the Landlord's lawful right, interest/privilege. I accept the uncontested evidence provided by the Landlord's agent. Her evidence was corroborated with documentary evidence filed with the Board, which included but is not limited to: copies of the notices of entry along with the bed bug preparation sheet; letters issued by the Landlord's agent to the Tenant regarding the refusal of entry for pest control treatment; inspection reports; and photographs of the state of the Tenant's rental unit showing the unit was not prepared for treatment. Multiple refusals by the Tenant to grant entry for the purposes of pest control treatment and not having the rental unit prepared for pest control treatment, substantially interferes with the Landlord's interest in ensuring that the pests do not spread to other units in the residential complex and their lawful right to maintain the property. Since the Tenant refused entry on October 29, 2025, I am satisfied the Tenant did not stop the conduct or activity or correct the omission 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 Act.

Daily Compensation

9. The Landlord seeks daily compensation for use and occupation of the rental unit from the termination date. The Landlord's agent did not provide sufficient evidence as to how much the Tenant has paid to the Landlord in rent since the termination date or the total amount being claimed for daily compensation.

10. I am not satisfied on a balance of probabilities, that the Landlord has proven their claim for daily compensation. Therefore, I decline to award daily compensation.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Costs for Substantial Interference.

12. The Landlord seeks \$1,352.61 for costs related to substantial interference.
13. Given my findings above that the Tenant's conduct substantially interferes with the Landlord's lawful right and privilege, I am also satisfied the Landlord has proven their claim for costs under subsection 88.1 of the Act. Copies of invoices for pest control treatment that the Landlord has incurred or will incur because of Tenant's conduct, were filed as evidence with the Board that substantiates the claim.
14. Accordingly, I will award the Landlord \$1,352.61 for reasonable out of pocket expenses that the Landlord has or will incur because of the Tenant's conduct.

Relief from Eviction

15. 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. The Landlord's legal representative is not aware of circumstances which the Board should be made aware of whether to refuse or delay eviction.
16. This order contains all the reasons for my decision within it. No further reasons shall be issued.

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 April 5, 2026.
2. If the unit is not vacated on or before April 5, 2026, then starting April 6, 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 6, 2026.
4. The Tenant shall pay to the Landlord \$1,538.61, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference, and the cost of filing of the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 6, 2026 at 4.00% annually on the balance outstanding.

March 25, 2026
Date Issued

Inderdeep Padda
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 6, 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.