



**Order under Section 78(11)
Residential Tenancies Act, 2006**

Citation: LENDAK v PARKER, 2026 ONLTB 25313

Date: 2026-03-27

File Number: LTB-L-098470-25-SA

In the matter of: APT #10, 77 SPRUCE AVE
ELLIOT LAKE ON P5A2C1

Between: STAN LENDAK Landlord

And

SUSAN PARKER Tenant

STAN LENDAK (the 'Landlord') applied for an order to terminate the tenancy and evict SUSAN PARKER (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on September 22, 2025 with respect to application LTB-L-024401-25.

The Landlord's application was resolved by order LTB-L-098470-25, issued on December 2, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-098470-25.

This motion was heard by videoconference on January 26, 2026.

The Landlord's Agent, Anna Lendak, and the Tenant attended the hearing. Nicholas Robaux ("NR") attended the hearing as a witness for the Landlord.

Determinations:

1. Order LTB-L-024401-25 provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act*, 2006 (the "Act") without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order.
2. The Landlord alleges that the Tenant failed to comply with the order on October 30, 2025 by failing to prepare the rental unit for pest control treatment. The Tenant denied the breach submitting that the kitchen and living room was prepared and that the Landlord did not provide instructions on how to prepare the rental unit.
3. Based on the evidence before the Board and on a balance of probabilities, I find that the Landlord provided the Tenant with proper notice and instructions to prepare the rental unit

and that the Tenant failed to prepare the rental unit in accordance with the instructions provided for the pest treatment. As such, I am satisfied that the Tenant breached order LTB-L-024401-25 issued on September 22, 2025.

4. The Landlord testified that she served the Tenant with a notice of entry for October 30, 2025 and instructions for cockroach treatment by placing the documents in the Tenant's mailbox on October 27, 2025. A copy of the notice and instructions were submitted into evidence. While the Tenant testified that she did not get the instructions, I find that unlikely as the Tenant acknowledged that she received the notice of entry, was aware that the Landlord was coming on October 30, 2025 and prepared the kitchen and living room. Given that the Landlord has been trying to get the Tenant to comply with pest treatments since 2024, I find it unlikely the Landlord would not provide the Tenant with instructions in accordance with the order.
5. The Landlord testified that she went into the rental unit with the superintendent and NR on October 30, 2025 and observed that the rental unit was not prepared for pest treatment. Photographs of the rental unit taken on October 30, 2025 by the Landlord were submitted into evidence.
6. NR, a pest control technician, testified that the rental unit was in disarrange and full of clutter on October 30, 2025. NR testified that treatment could not be done due to the unsanitary condition of and the excessive items in the rental unit.
7. NR testified that the entire rental unit has to be treated in order for treatment to be effective and with the exception of a slight improvement in the kitchen, the rest of the rental unit was concerning and did not improve since his last visit to the rental unit.
8. Based on the evidence before the Board, I am satisfied that the Tenant did not declutter the rental unit and did not prepare the rental unit in accordance with instructions for pest treatment. The Landlord's evidence was consistent and corroborated with photographs of the rental unit. Substantial clutter can be seen in the bedrooms with limited access into the rooms. Items can be seen in the kitchen cupboards and on the countertops. The Tenant did not contest the validity of the photographs and acknowledged that the rental unit continues to be in the same condition as shown in the photographs.
9. This means I must determine, having regard to all the circumstances, whether it would not be unfair to set aside the eviction order pursuant to section 78(11)(b) of the Act.
10. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-098470-25, especially since the state of the Tenant's rental unit, by the Tenant's admission, has not improved.
11. The Tenant understood that she needed to declutter and clean the rental unit in order for the Landlord to facilitate pest treatments and asked for time when the parties were before the Board on July 31, 2025. The Tenant was given the time requested and as of the motion hearing date, the rental unit continues to be in a condition that obstructs the Landlord's ability to treat the rental unit. The Tenant testified that she has been killing cockroaches and putting down poison herself. It cannot be said that the Tenant is unaware of the issue here and that the Landlord's attempts to treat the rental unit is meritless or unnecessary.

12. While the Tenant submitted that she suffered a stroke on September 20, 2025 stroke and that the individual who was supposed to help her clean the rental unit was preoccupied with a rodent problem herself, the Tenant provided no documentary evidence of her health issues nor did the Tenant bring anyone to the hearing to confirm that she had someone to help her but unfortunately could not due to extenuating circumstances.
13. The Tenant does not deny that the Landlord has offered assistance in the past but acknowledges that she has not made any recent requests to the Landlord for support. The Tenant's request for additional time to clean and to prepare to comply with pest treatments, unfortunately, is not convincing given the history of the Tenant failing to comply with the Landlord's efforts to treat the rental unit. In my view, the Tenant has had ample time to improve the condition of the rental unit and has failed to do so. I am not convinced that the Tenant has an action plan to address the problem going forward.
14. With respect to when to lift the stay, I find that the lengthy tenancy and the Tenant's personal circumstances, such as being on a fixed income and health issues, warrants a delay. I also considered the health issues of the occupant in the rental unit and the fact that the Landlord did not provide any compelling circumstances to warrant an immediate lifting of the stay.
15. There was no evidence before the Board that the rental unit is currently heavily infested with cockroaches and that the infestation would likely spread if the rental unit was not treated immediately. Considering the circumstances of the parties, I find it reasonable to lift the stay on June 30, 2026 to give the Tenant additional time to find alternative housing and to vacate the rental unit. While I am mindful of the Landlord's concerns, I am satisfied a brief delay to this date will not unduly prejudice the Landlord.

It is ordered that:

1. The motion to set aside Order LTB-L-098470-25, issued on December 2, 2025, is denied.
2. The stay of order LTB-L-098470-25 is lifted on June 30, 2026.
3. Order LTB-L-098470-25 is unchanged.

March 27, 2026

Date Issued

Vicky Liu

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.