



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

File Number: LTB-L-093688-25

In the matter of: 144-1, 144-146 DAVIS ST
SARNIA ON N7T1A4

Between: Mutual Property Management Landlord

And

Lyle Spinks Tenant

Mutual Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Lyle Spinks (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. At the hearing, the Landlord confirmed that it was not seeking compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 10, 2026.

Only the Landlord's legal representative Kristen Jarvis, and the Landlord agent Cathrine Halsall attended the hearing.

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. Therefore, the tenancy is terminated on April 13, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On July 24, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, deemed served on July 24, 2025, by handing the document to the Tenant. The first N5 notice alleged substantial interference with other tenants' reasonable enjoyment of the residential complex, and the Landlord's lawful rights, privileges or interests. 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 November 5, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served on November 5, 2025. The notice of termination contains the following allegations:

despite repeated written notices, detailed preparation instructions, and offers of assistance, the Tenant persistently failed to properly prepare the rental unit for scheduled bedbug treatments. Specifically, treatments scheduled for August 8 and August 22, 2025, could not be effectively completed due to inadequate preparation, as confirmed by pest control reports.

5. After the Tenant reported ongoing issues in October 2025, the Landlord arranged a further treatment for October 28, 2025, along with a pre-treatment inspection on October 27, 2025, which could not be completed as the Tenant did not answer the door.
6. On October 28, 2025, the pest control specialist initially could not access the unit, and when entry was eventually obtained, the unit was again not properly prepared. The Landlord submits that the Tenant's repeated failure to follow preparation requirements has prevented effective treatment and prolonged the pest issue.
7. Cathrine Halsall, an employee of the Landlord responsible for Landlord and Tenant Board matters, testified that she had direct interactions with the Tenant beginning in June 2025, although complaints from other tenants began as early as April 2025. Ms. Halsall testified that the Landlord received ongoing complaints about noise, including yelling, arguing, and fighting occurring on multiple occasions. She also testified that there were persistent issues involving individuals associated with the Tenant attending at the residential complex, bringing belongings onto the property, and leaving garbage and food in common areas, including the backyard and picnic area.
8. The Landlord agent further testified that some of these individuals effectively established a presence behind the dumpster area and would access the residential complex and, at times, the Tenant's unit during inclement weather. She stated that these activities caused disturbances to other tenants and contributed to unsanitary conditions on the property.
9. The Landlord's agent further described incidents involving damage to the residential complex. She testified that in April 2025, police attended the rental unit and forced entry, resulting in damage to the door which the Landlord was required to repair. She further testified that, on another occasion, individuals associated with the Tenant accessed the roof of the building in the early morning hours and threw objects, including cans, causing damage to the roof and piping, which also required repair. Ms. Halsall's evidence was that the Tenant permitted this conduct to occur.
10. With respect to pest control, the Landlord's agent testified that the Landlord identified a bed bug issue in July 2025 and provided the Tenant with preparation instructions and

proper notice for treatment. However, when the pest control technician attended, the unit was not suitable for treatment due to the presence of a person in the unit and lack of proper preparation, and the treatment could not proceed.

11. Yeza Tan, a resolutions assistant employee employed by the property management company testified that the pest treatment notice was served on October 24, 2025, and that the Landlord consistently provided advance written notice of pest control treatments, often exceeding the minimum notice period, along with preparation sheets from the pest control company.
12. Yeza Tan testified that on October 28, 2025, a pest control technician attended but could not complete the treatment because the Tenant was not present initially and, when later contacted, was not prepared for treatment. She further testified that additional notices were served for treatment dates in November and December 2025, including notices served well in advance to assist the Tenant in preparing the unit. Despite this, the Tenant repeatedly failed to adequately prepare the unit.
13. Yeza Tan also testified that further attempts were made after the application was filed, including an attendance on February 9, 2026, for which notice had been personally served on February 6, 2026. On that date, the Tenant was present but refused entry to the pest control technician, stating that the unit was not prepared and that they were not ready to vacate for treatment. Yeza Tan testified that this reflects an ongoing pattern of non-compliance.
14. The Tenant did not attend the hearing and provided no evidence or further information for the Board to consider. Based on the uncontested evidence before me, I find that the Landlord scheduled multiple pest control treatments for bed bugs in the unit and served proper notices of entry. I find that the Tenant repeatedly refused entry for treatment and refused access to professional cleaning services arranged by the Landlord at no cost, which would have facilitated the pest control treatments. I further find that the repeated refusals prevented completion of the required two-stage treatment process.
15. The Landlord submitted documentary evidence, including copies of the N5 notices, pest control notices, preparation instructions, and service reports from pest control companies, which corroborate the witnesses' testimony.
16. I accept the Landlord's evidence that untreated bed bugs pose a significant risk of spreading to other units in a large multi-residential building and that this building houses approximately 165 senior tenants. I also find that the Landlord made extensive efforts to secure cooperation, including arranging preparation services, referring the Tenant to external support organizations, coordinating with family members, and offering temporary accommodation during treatment.
17. Section 64 of the Act permits termination where a tenant substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or other tenants, or substantially interferes with the landlord's lawful rights, privileges or interests. A landlord has a statutory obligation to maintain the residential complex in a good state of repair and free from pests. The Landlord cannot discharge that obligation without lawful access to the unit. On the basis of the uncontested evidence before me, I

find that the Tenant's repeated refusal to permit entry for necessary pest control treatment directly interferes with the Landlord's lawful rights and interests.

18. In a multi-unit residential complex, untreated bed bugs create an ongoing risk to neighbouring units and to other Tenants' reasonable enjoyment. I find that the Tenant's repeated refusal of entry for required pest control treatment constitutes substantial interference pursuant to section 64 of the Act.

Daily compensation, NSF charges, rent deposit

19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. The Landlord collected a rent deposit of \$746.98 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$20.44 is owing to the Tenant for the period from January 1, 2025, to February 10, 2026.

Relief from eviction

21. The Tenant has resided in the rental unit since August 1, 2017, which is a relevant factor that weighs in favour of granting relief. However, length of tenancy is only one consideration and must be balanced against the nature, seriousness, and persistence of the conduct at issue.
22. The Landlord's evidence establishes a prolonged pattern of behaviour that has substantially interfered with the reasonable enjoyment of the residential complex by other tenants and has negatively impacted the Landlord's ability to manage and maintain the property. The disturbances began in or around April 2025 and included repeated incidents of noise, yelling, arguing, and disruptive conduct involving individuals associated with the Tenant. The evidence also demonstrates that the Tenant permitted unauthorized individuals to attend at and remain on the property, resulting in garbage accumulation, use of common areas for storage and shelter, and ongoing disturbances affecting other residents.
23. In addition to the behavioural issues, the evidence demonstrates repeated and ongoing non-compliance with pest control requirements. The Landlord made numerous efforts to address a bed bug issue, including serving multiple notices well in advance of scheduled treatments and providing detailed preparation instructions. Despite these efforts, the Tenant consistently failed to prepare the unit, failed to respond to attendance attempts, or refused entry altogether, including as recently as February 9, 2026. This conduct significantly interfered with the Landlord's lawful right to maintain the residential complex and posed a risk to other units.
24. I have also considered the Landlord's efforts to work with the Tenant prior to seeking eviction. The evidence shows that the Landlord communicated concerns to the Tenant, attempted to resolve the issues informally, and provided multiple opportunities for the Tenant to comply with their obligations. While there was some temporary improvement following the first N5 notice, the issues ultimately persisted and escalated. The second N5

notice and subsequent attempts at pest control further demonstrate that the Tenant was given repeated and reasonable opportunities to remedy the situation.

25. There is no evidence before me of any mitigating circumstances that would support granting relief from eviction. The Tenant did not attend the hearing, did not provide any explanation for the conduct, and did not propose any plan or demonstrate any willingness to comply with the tenancy obligations going forward.
26. In considering whether to grant relief, I must also consider the impact on other tenants and the residential complex as a whole. The ongoing disturbances, safety concerns, property damage, and failure to permit pest control treatment have had a significant and adverse effect on other residents and create a risk of continued harm if the tenancy were to continue.
27. Given the persistent and serious nature of the conduct, the repeated failure to comply despite numerous opportunities, and the absence of any evidence suggesting that the issues will be remedied, I find that there is no reasonable basis to conclude that the tenancy can be successfully preserved.
28. 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.

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 13, 2026.
2. If the unit is not vacated on or before April 6, 2026, then starting April 14, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$186.00.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026, at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Nathan Korenberg
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 14, 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.