



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

File Number: LTB-L-094736-25

In the matter of: 301, 244 CHURCH ST
TORONTO ON M5B1Z2

Between: Nishnawbe Homes Inc. Landlord

And

Bradley Longmore-Ladouceur Tenant

Nishnawbe Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Bradley Longmore-Ladouceur (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.

Nishnawbe Homes Inc. (the 'Landlord') also applied for an order requiring Bradley Longmore-Ladouceur (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 12, 2026. Only the Landlord's legal representative Heather Butt, and the Landlord's agent Robert Pike attended the hearing.

As of 11:05 a.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 the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before April 12, 2026.

2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination- Substantial Interference

3. On October 29, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of November 21, 2025. The notice of termination contains the following allegations:
 - On May 20, 2025, the Tenant wrote graffiti on cabinets in the rental unit;
 - June 10, 2025, July 8, 2025, August 12, 2025, September 9, 2025, and October 7, 2025, the Tenant failed to prepare for pest control treatments;
 - On July 7, 2025, and September 12, 2025, the Landlord discovered that the rental unit was unclean with garbage, clutter and refuse throughout the unit.
4. The Landlord testified that a schedule "A" to the N5 notice contained the factual basis of the allegations and that the incidents listed on the N5 notice are true and accurate.
5. The Landlord referred to pictures while testifying in relation to the seven-day voiding period and gave evidence that these photographs were also indicative of the condition of the unit on July 7 and September 12.
6. Based on the uncontested testimony before me, I am satisfied that the Landlord discovered the Tenant's rental unit to be in a state of uncleanliness and there was garbage, clutter, and refuse throughout the unit on the dates alleged.
7. The Tenant did not remedy the conduct within seven days after receiving the N5 notice of termination. The Landlord submitted a unit inspection checklist, and photographs taken during a unit inspection on November 5, 2025.
8. The inspection checklist notes, "Unit presents as heavily cluttered w/o improvement from last inspection. Blood/bodily fluids on walls. Food left in unit..."
9. The photographs submitted show that the Tenant's belongings cover the entire floor and there is no visible floor space in any of the photographs. The Tenant's belongings are organized in some areas such as shelving units on the walls however, in all other areas there are piles of clothing, soiled food containers, empty alcohol cans/containers, and dirt.
10. A photograph of the Tenant's bathroom vanity shows it is dirty and has a number of items not ordinarily expected to be found on a bathroom vanity such as a small propane cylinder, a pot, and more empty alcohol containers.
11. Based on the uncontested evidence before me, I am satisfied that the Tenant did not void the N5 notice of termination in relation to the cleanliness and clutter in the rental unit in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
12. The Landlord testified that despite the N5 notice also listing frustrated pest control efforts as a result of the Tenant's lack of preparation, after seeing the condition of the rental unit the Landlord stopped scheduling pest control visits because of the Tenant's failure to prepare. Until the condition of the Tenant's unit improves, the pest issue will persist.

13. While the allegations that the Tenant failed to prepare for pest control treatments were voided since the Landlord did not attempt another pest control treatment during the seven-day voiding period, the state of the Tenant's unit prevents the Landlord from performing necessary pest control.
14. Further, the Landlord testified that the lack of cleanliness in the Tenant's rental unit, including the soiled food containers, makes it difficult to address the ongoing pest control problem.
15. Section 33 of the Act provides:

The tenant is responsible for ordinary cleanliness of the rental unit, except to the extent that the tenancy agreement requires the landlord to clean it.

16. The Tenant breached their responsibility for cleanliness of the rental unit as set out in the Act. This both perpetuates the pest issue and prevents the Landlord from eradicating pests from the residential complex.
17. Accordingly, I find that the Tenant has substantially interfered with a lawful right or interest by failing to keep the rental unit clean and free of clutter/garbage.

Compensation for Substantial Interference

18. The Landlord testified that for each of the frustrated pest control treatments the Landlord was charged by the pest control company for the attempt. The Landlord submitted a copy of an invoice showing costs of \$666.70 for pest control treatments that could not be completed due to the condition of the Tenant's unit, and the lack of preparation.
19. The Landlord gave evidence that the pest control company waived costs for the first and fourth treatment attempts, while also giving a discount on the second and third attempts.
20. I am satisfied, based on the uncontested evidence before me, that the Tenant has not prepared their rental unit for pest control treatments and this substantially interfered with a lawful right or interest of the Landlord.
21. The invoice submitted shows the Landlord has incurred reasonable out-of-pocket expenses of \$666.70 for the pest control treatment attempts. These expenses were incurred as a result of the Tenant's failure to clean or prepare their rental unit for treatment.

Daily Compensation, Rent Deposit, and Costs

22. The Tenant was required to pay the Landlord \$1,528.03 in daily compensation for use and occupation of the rental unit for the period from November 22, 2025, to February 12, 2026, less any rent payments made by the Tenant for this period.
23. Based on the monthly rent, the daily compensation is \$18.41. This amount is calculated as follows: \$560.00 x 12, divided by 365 days.
24. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

25. There is no last month's rent deposit.

Relief from Eviction

26. The Landlord testified that the issues have been discussed with the Tenant previously and that the Landlord made efforts to accommodate any disability related needs by offering a decluttering service and referrals to support agencies. The Landlord's evidence is that they have experience with decluttering situations and have always expressed a desire and willingness to connect with the Tenant.
27. The Landlord was not aware of any other circumstances of the Tenant and testified that during a subsequent inspection on January 26, 2026, the condition of the rental unit had not improved.
28. In the absence of submissions or testimony from the Tenant, a standard order for eviction is appropriate. To delay the eviction would be unduly prejudicial to the Landlord given the ongoing pest issues that cannot be resolved given the Tenant's lack of cooperation.
29. 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 12, 2026.
2. If the unit is not vacated on or before April 12, 2026, then starting April 13, 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 13, 2026.
4. The Tenant shall pay to the Landlord \$1,528.03, which represents compensation for the use of the unit from November 22, 2025, to February 12, 2026. The Landlord shall deduct from this amount any rent payments made by the Tenant for this period.
5. The Tenant shall also pay the Landlord compensation of \$18.41 per day for the use of the unit starting February 13, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$666.70, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$2,380.73.

9. If the Tenant does not pay the Landlord the full amount owing on or before April 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 13, 2026, at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Kyle McGraw
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 13, 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.