



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

**Citation:** Robmas Inc. v Young, 2026 ONLTB 27588

**Date:** 2026-04-10

**File Number:** LTB-L-105180-25

**In the matter of:** 104, 52 MACDONELL ST  
GUELPH ON N1H2Z3

**Between:** Robmas Inc. Landlord

**And**

Rachel Young Tenant

Robmas Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Rachel Young (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 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 March 31, 2026. Only the Landlord's Agents, Anna Sulikowska and Madison Hughes, represented by Daria Berezowska, attended the hearing.

As of 10:00 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:**

#### **Preliminary Issue:**

1. The Landlord submits the tenancy terminated pursuant to a Board order issued February 12, 2026, and Sheriff enforcement which took place on March 18, 2026 (LTB-L-097437-25). As such, the Landlord seeks only to claim the Landlord's reasonable out-of-pocket expenses. The Landlord also seeks to amend their application to \$1,412.50. An amended

application was filed with the Board on December 15, 2025, and the Tenant was sent a copy of the amended application as evidenced by the Certificate of Service.

2. Based on the Landlord's submissions, and Certificate of Service, I was satisfied that the Tenant was served with the amended application on December 15, 2025. Therefore, I granted the Landlord's request to amend the application to \$1,412.50.

#### Landlord's L2 Application

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application. Therefore, the Tenant shall pay to the Landlord \$1,412.50.
4. The Landlord's application seeks reimbursement of the Landlord's out-of-pocket expenses resulting from refusing pest control and for leaving excessive amounts of refuse in the rental unit after the tenancy terminated.
5. By way of background, the tenancy began on August 15, 2025. The building is described as a low-rise residential complex of about 20 units.
6. On October 18, 2025, the Tenant complained of the presence of bed bugs in her rental unit. Although it is unclear when, the Tenant had also contacted Property Standards for the City of Guelph. On October 20, 2025, the Landlord's pest control company attended the Tenant's rental unit to inspect. No evidence of bed bugs was found. Two additional inspections were carried out on October 30, and again on November 7, 2025. During these inspections no activity consistent with a bed bug infestation was observed.
7. On November 14, 2025, Property Standards emailed the Landlord indicating no further enforcement on behalf of the City of Guelph would take place (Ex. 1, pg 47).
8. However, on or about November 15, 2025, the Tenant contacted Property Standards again, and the Landlord was then required to have the rental unit re-inspected. Each notice of entry lists the reason for inspection was to follow-up on pest control. For the sake of clarity, I have summarized the further attempts made by the Landlord below.

| Date Notice Given | Date Pest Control Attended | Outcome       | Page # reference |
|-------------------|----------------------------|---------------|------------------|
| November 27, 2025 | December 2, 2025           | Refused entry | 51               |
| December 5, 2025  | December 12, 2025          | Refused entry | 70               |
| December 29, 2025 | January 8, 2026            | Refused entry | 76               |
| January 12, 2026  | January 19, 2026           | Refused entry | 85               |

9. On February 9, 2026, the Landlord, pursuant to written notice, successfully entered the rental unit to perform the pest-control inspection. However, the Landlord's evidence was that by this time, the Tenant was already facing eviction pursuant to an L1 application and was not in the rental unit. Pest control inspected and found no evidence of any bed bug activity.

10. The Landlord submits that they had to pay \$1,073.50 for the five attendances between November 27 and February 9, 2026. Invoices for the attendances were submitted into evidence (Ex. 1, pgs 68, 73, 93). Four of the attendances were refused, despite the Tenant having contacted Property Standards alleging a pest control problem. The fifth attendance was successful, but no evidence of bed bugs was ever found (Ex. 1, pg 87). The Landlord seeks reimbursement for these charges.
11. The Landlord also requests their reasonable out-of-pocket expenses for the cost of cleaning out the Tenant's rental unit. Photos of the rental unit were submitted into evidence (Ex. 1, pgs 96 – 115). The photos show furniture, household belongings, and many items bagged in garbage bags. The refrigerator is full of half-eaten food and jars, as are the kitchen cupboards. The Landlord paid \$339.00 to have the items disposed of (Ex. 1, pg. 116).
12. Based on the evidence before me, I am satisfied that the Landlord proved the allegations on a balance of probabilities, that the Tenant substantially interfered with the Landlord's lawful rights and privileges. I find that the Tenant made unsubstantiated complaints to Property Standards for the City of Guelph, and that the purpose for doing so was in retaliation for the Landlord pursuing eviction against the Tenant for non-payment of rent. I say this because despite four separate investigations, done by more than one pest control company, over a span of five months, did not turn up any evidence of a pest control problem.
13. Even if I was to find that the Tenant had a valid concern about a pest problem in her rental unit, this would then not explain the Tenant's refusal to allow inspections on four separate occasions. In my view, the only reason the Tenant continued to make complaints and subsequently refuse inspection was to frustrate the Landlord's efforts to adhere to the Property Standards order, and this ultimately cost the Landlord \$1,073.50. Even though the final pest inspection attendance was facilitated, given that there was never any evidence of a pest problem in the Tenant's rental unit, and given that the Landlord had to incur these costs to comply with the Property Standards order, I find the Tenant should reimburse the Landlord for the costs associated with pest control attendance on December 2, 12, 2025, and January 8, 19, and February 9, 2026.
14. I also find the state of the Tenant left excessive amounts of refuse in the rental unit such that the Landlord needed to have the items removed. In my view, a reasonable Tenant knows, or ought to know, that it is beyond a normal amount of cleaning for the Landlord to be responsible for when there is an excessive number of items left behind including food which can spoil. As such, I find that the Landlord is entitled to reimbursement for the costs of removing the Tenant's belongings from the rental unit.
15. This order contains all of the reasons within it. No further reasons shall issue.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$1,412.50, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

3. The total amount the Tenant must pay the Landlord is \$1,598.50.
4. If the Tenant does not pay the Landlord the full amount owing on or before April 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 22, 2026 at 4.00% annually on the balance outstanding.

**April 10, 2026**  
**Date Issued**

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Jane Dean  
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.