



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

File Number: LTB-L-099434-25

In the matter of: 211, 181 JACKSON ST W
HAMILTON ON L8P1L8

Between: CityHousing Hamilton Corporation Landlord

And

Irene Kapolka Tenant

CityHousing Hamilton Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Irene Kapolka (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.

This application was heard by videoconference on February 24, 2026.

Only the Landlord's representative, Vladimir Molatchenko, 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:

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.
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 30, 2025, the Landlord gave the Tenant an N5 notice of termination, with the termination date of November 30, 2025. The notice of termination contains the following allegations: On September 25, 2025, the Tenant contacted the maintenance department to cancel a scheduled pest control inspection that was scheduled for September 26, 2025.

On September 30, 2025, the Landlord's agent attended the rental unit, but the Tenant denied entry. On October 03, 2025 the Tenant called the maintenance department to cancel a pest control inspection that was scheduled for October 06, 2025. On October 07, 2025, the Tenant canceled an October 08, 2025 inspection of the rental unit. And on October 10, 2025, the Tenant contacted the Landlord to cancel an October 14, 2025 scheduled inspection of the rental unit. The Landlord claims that the Tenant is substantially interfering with their reasonable enjoyment of the rental unit by not allowing them entry to the rental unit for an inspection prior to pest control treatment.

4. The Landlord called forward Brent Peltier ("B.P.") as a witness. B.P. testified that he is the supervisor of pest control and that on September 25, 2025, the Tenant contacted him to cancel treatment that was scheduled for September 26, 2025. Then on October 03, 2025, she called to cancel a scheduled treatment that were to take place on October 06, 2025. B.P. said the Tenant contacts them prior to a scheduled inspection to cancel the inspection almost every time.
5. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Landlord called Hannah Khodeir ("H.K.") as a witness. H.K. testified that she works as a tenant service coordinator and is familiar with the Tenant. On November 5, 2025 the Tenant approached H.K. and asked her to reschedule the November 6, 2025 rental unit inspection. H.K. said she advised the Tenant that if she were to cancel this scheduled inspection, her tenancy would be at risk. On November 6, 2025, when the Landlord attended the rental unit for the inspection, the Tenant's rental unit door would not open all the way. H.K. said there was a strong odor emanating from the rental unit through the door and an inspection could not be completed. The Landlord submitted into evidence photographs of the rental unit on November 6, 2025, and the evidence supports the Landlord's claim that the inspection could not be completed because of the Tenant. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
6. I find that the Tenant has substantially interfered with the Landlord's reasonable enjoyment of the rental unit by not allowing pest control treatment to be performed on the rental unit. The Landlord adduced evidence at the hearing to support each notice of entry provided to the Tenant and that the Tenant either refused entry on those dates, or called in a prior to the scheduled treatment to have it canceled. The Tenant's continuous cancelation requests are interfering with the Landlord's responsibility to have pest control treatment performed in the rental unit.

Daily compensation, NSF charges, rent deposit

7. Based on the monthly rent, the daily compensation is \$19.63. This amount is calculated as follows: \$597.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from eviction

10. 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. H.K. testified that the Tenant had contacted her prior to the hearing informing her she would not be attending the hearing as she had already found a new place to live.

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 18, 2026.
2. If the unit is not vacated on or before April 18, 2026, then starting April 19, 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 19, 2026.
4. The Tenant shall also pay the Landlord compensation of \$19.63 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 19, 2026 at 4.00% annually on the balance outstanding.

April 7, 2026
Date Issued

Vishal Nanda
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 19, 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.