



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-084626-25

In the matter of: 307, 130 JAMESON AVE
TORONTO ON M6K2Y2

Between: Myriad Property Management Inc. Landlord

And

Peter Archer Tenant

Myriad Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Peter Archer (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 January 28, 2026.

The Landlord's Legal Representative David Ciobotaru, the Tenant's Legal Representative Anthony Smith and the Tenant attended the hearing.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. N5 Notice of Termination- Substantial interference

On September 10, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on September 10, 2025, with a termination date of October 10, 2025.

The Landlord's Evidence

3. The Landlord's first witness was Mr. Shaw Haghgoo. He testified that he has worked in structural pest control since 1979. He is a licensed exterminator and operator and is affiliated with professional pest management organizations. When treating a rental unit, he

uses regulated commercial-grade pesticides sourced through authorized suppliers in Ontario.

4. Mr. Haghgoo testified that he has been treating the Tenant's rental unit since 2021. The Tenant's unit has had a longstanding history of bedbug infestation issues. He has personally attended the Tenant's unit numerous times. When he has performed treatments on the unit, treatments have included multiple chemical and biological methods.
5. Mr. Haghgoo testified that the following treatment were used:
 - Chemical applications (including multiple commercial-grade products).
 - Bio-treatment (fungal applications).
 - Dust applications (including diatomaceous earth and similar products).
6. He stated that treatments must follow regulated intervals of 14-21 days, the Landlord imposed no restrictions on cost of treatments or frequency of treatments, and the Landlord has authorized him to perform all necessary treatments.
7. He described the infestation as severe and persistent. Primarily the bedbugs are concentrated in the bedroom area. Given his experience with bedbugs, he stated that bedbugs are capable of spreading to adjacent units, which has occurred in this residential building, in the past.
8. He testified that bedbugs require a blood meal and typically will emerge when occupants are sleeping. Further, bedbugs can survive up to 400 days without feeding.
9. Mr. Haghgoo testified that treatment to the Tenant's unit have been unsuccessful due to:
 - Clutter and Contents – the Tenants unit contains thousands of vinyl records, large quantities of VHS tapes, cassette tapes, books. He stated these items provide harbourage and insulation for bedbugs. He stated these items cannot be treated effectively without damage them.
 - Sanitation Issues- the rental unit is in a state of poor sanitation. He stated that the unit appears to lack regular cleaning and there is a presence of biological waste. Mr. Haghgoo testified that the unit requires weekly vacuuming, this is not performed consistently.
 - Failure to Prepare the Unit- He testified the required preparation steps include removal of all belongings, high-heat laundering of fabrics, and long-term storage of items up to 400 days.
10. He testified that heat treatment is not viable because the residential building is too old (pre-1974), the electrical capacity is insufficient, and the Tenant's belongings would be damages or destroyed with this treatment.
11. Mr. Haghgoo testified that the Tenant is elderly and vulnerable. In some case when the rental unit was treated, the Tenant remained in the rental unit during bio-treatments, but he did require the Tenant to vacate temporarily when a full unit treatment was required.

12. Lastly, he testified that successful eradication would require:

- Removal of all clutter and contents from the unit.
- Storage of certain items for over 400 days.
- Replacement of, bed frame, mattress, and proper bedbug-proof encasements.
- Consistent and thorough cleaning, including weekly vacuuming.
- Full compliance with all treatment preparation instructions.

13. During cross-examination, Mr. Haghgoo acknowledged that bedbugs can be transported through personal belongings. He further acknowledged that some treatments applied to the Tenant's unit were partial while the Tenant remained inside the unit, and that Bio Treatments permit occupants to remain in other areas of the unit during treatment. Mr. Haghgoo also confirmed that even where a complete eradication treatment is performed, successful results cannot be guaranteed without the full cooperation of Mr. Archer. Lastly, he testified that other units in the building have been successfully treated where tenants complied with the preparation and instruction requirements.

14. The Landlord's next witness was Ms. Marnelli Galzote. She testified that she is the superintendent of the building located at 130 Jameson Avenue and has held this position since approximately 2020.

15. She testified that the building contains approximately 108 unit. She is familiar with the Tenant and the rental unit, she stated the Tenant has had a bedbug issue since she began working at the building (since 2020).

16. Ms. Galzote stated that pest control attends the Tenant's rental unit once or twice per month, on a regular basis. Also, pest control treatments include unit-specific and surrounding block treatments.

17. With respects to preparation of the rental unit, she testified Notices and preparation sheets are delivered to all tenants. The preparation sheets include empty closets, laundering bedding and bagging items.

18. She stated that the Tenant is elderly and requires assistances. Her understand is that the Tenant's niece arranged for an agency to assist with preparation. Further, she testified the Tenant has placed items in common arears during treatment, which she removed and discarded those items to prevent potential spread.

19. When Ms. Galzote was asked about the Tenant's compliance with preparation of the rental unit, her evidence was inconsistent. She initially stated the Tenant complied, later she stated compliance occurred and then ultimately, she confirms the Tenant requires assistance. Furthermore, she acknowledged she does not know why the infestation bed bug persists.

20. The Landlord's next witness was Ms. Tara Bertram. She testified that she has been the property manager since October 2025.

21. She stated that she reviewed the Tenant's file and pest control reports, confirming that pest control professionals were given full authority to treat the rental units.

22. Ms. Bertram testified that effective treatment requires full compliance of the tenants with preparation instructions and that most infestations resolve within one to three treatments when preparation instruction. She described the situation with the Tenant as ongoing for several years and involved repeated unsuccessful treatments.

The Tenant's Evidence

23. The Tenant Peter Archer testified that he has resided in the unit since April 1, 1964.
24. He testified he performs most daily living tasks independently and is unable to perform certain physical tasks such as laundry and floor cleaning. Confirming that family members, including his niece and other relatives, assist him. He stated that a housekeeper will attend the rental unit periodically.
25. The Tenant testified that he has allowed access to the pest control for all the treatments, he vacated the rental unit when required, rearranged furniture to the best of his ability to facilitate treatment, and he has disposed of furniture, including beds, chairs, and shelving.
26. Mr. Archer further testified that he has been actively decluttering, including donating books and records, and he continues to remove items on an ongoing basis.
27. The Tenant stated that he believes he complied fully with instructions to the best of his ability. Also, the last time he observed a bed bug was in or around September 2025.
28. Lastly, the Tenant testified that he has strong attachment to the rental, has been there 64 years and if evicted he is concerned about relocation given his age and limited support network.

Analysis

29. I turn to section 20 of the 'Act', which states:

20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards. 2006, c. 17, s. 20 (1).

30. I find that the Landlord has taken significant steps to address the bedbug infestation through repeated treatments.
31. I also find that the Tenant has made a genuine and sustained efforts to cooperate. However, the evidence also establishes that preparation has not been consistently completed to the level required for effective treatment and the presence of significant belongings continues to impede treatment effectiveness. The Tenant's living conditions, and incomplete preparation materially contributed to the inability to eradicate the infestation.
32. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5

notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

33. I am satisfied, on a balance of probabilities, that the Landlord has established that the Tenant, another occupant of the rental unit, or a person permitted by the Tenant has substantially interfered with the reasonable enjoyment and lawful rights, privileges, or interests of the Landlord and other tenants within the residential complex. The ongoing bedbug infestation has persisted despite repeated treatment efforts, creating continuing disruption, inconvenience, and concern for neighbouring tenants. The frequency and duration of the interference are significant, extending over an extended period of time, and the resulting conditions have affected other tenants' ability to reasonably enjoy their homes free from the risk of infestation. I find that the Tenant's failure to consistently and adequately prepare the unit for treatment, together with the accumulation of belongings that impeded access for effective extermination, materially contributed to the continuation of the infestation. As a result, the Landlord has been unable to fully discharge its maintenance obligations under the 'Act', and other tenants have been exposed to an ongoing health and safety concern. Taken together, the nature, persistence, and consequences of this conduct amount to substantial interference within the meaning of section 64 of the 'Act'.
34. I requested submissions from both parties on eviction. The Landlord request the Board consider a standard 11-day order. The Tenant requested that the Board consider delaying eviction for 6 months he is elderly and vulnerable.
35. The Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. The following are two examples on eviction as a last resort:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (Britannia Glen Co-operative Homes v. Singh, cited in Toronto Community Housing Corp. v. Thompson, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (Langford v. Phipps, [1992] O.J. No. 4184 (Ont. Gen. Div.).

36. I find that the prejudice to the Landlord is minimal. The Landlord has not sought immediate vacant possession but rather compliance with the Tenant's obligations in order to permit effective treatment of the infestation. The order I am issuing is a behavioural order intended to secure compliance and remediation rather than to terminate the tenancy outright. The Landlord retains the ability to protect its interests and those of other tenants, as the Act provides an expedited remedy should the Tenant fail to comply with the terms of this order. Specifically, if the Tenant continues the conduct described above or fails to comply with the conditions imposed, the Landlord may apply for eviction under section 78 of the 'Act' without the need for a further full hearing on the underlying issues. In these circumstances, I find that a conditional order appropriately balances the limited prejudice to the Landlord with the significant consequences that eviction would have for the Tenant.

37. I find that the ongoing bedbug infestation poses a real and continuing risk to other tenants in the residential complex, including the potential spread of the infestation to neighbouring units and common areas. The persistence of the infestation has created legitimate concern for the health, safety, and reasonable enjoyment of other residents. At the same time, this matter involves a long-term tenancy of over 60 years, and the Tenant is elderly and vulnerable. I have carefully considered the personal circumstances of the Tenant, the length of the tenancy, and the impact that eviction would have on him, as required under section 83 of the 'Act'. In these circumstances, I find that an immediate eviction would be disproportionate and would not reflect eviction as a remedy of last resort. However, the evidence also establishes that the current situation cannot continue indefinitely, as the ongoing conditions undermine the Landlord's ability to maintain the residential complex and protect the interests of other tenants. Balancing these considerations, I find that it is appropriate to issue a conditional order that provides the Tenant with an opportunity to comply with specific requirements to address the infestation, while preserving the Landlord's ability to seek eviction should the non-compliance continue.

Relief from eviction

38. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below for the duration of the tenancy:

The Tenant shall:

- Fully comply with all pest control preparation instructions provided by the Landlord or pest control professionals.
 - Continue decluttering efforts to ensure all areas of the unit are accessible for treatment.
 - Permit entry for all scheduled inspections and treatments.
 - Refrain from placing items in common areas except as directed by the Landlord.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

3. The Landlord shall continue pest control treatments as required, provide clear written preparation instructions, and consider reasonable assistance measures given the Tenant's age and limitations.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.