



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

File Number: LTB-L-084631-25

In the matter of: 6, 140 WEBER ST E
KITCHENER ON N2H1C9

Between: Regional Municipality of Waterloo Landlord

And

Eric MacIntyre Tenant

Regional Municipality of Waterloo (the 'Landlord') applied for an order to terminate the tenancy and evict Eric MacIntyre (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.

Only the Landlord's Agent Sean Leary attended the hearing.

As of 3:41 p.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.

Preliminary Issue:

1. The Tenant appeared at the during check in and signed in. The Landlord informed the Board that he spoke with the Tenant in a private meeting, however, shortly after their discussion, the Tenant disconnected the video conference and did not return.
2. I will note the Tenant disconnected from the videoconference at approximately 12:25 p.m. This matter began at 3:41 p.m. I allowed the Tenant over 3 hours to reconnect in the event that the Tenant may have had to travel or get to another location to reconnect to the video conference or by phone. The Tenant never reconnected to the phone/video line.

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.
3. N5 Notice of Termination -Substantial interference

On October 1, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on October 1, 2025, with a termination date of October 24, 2025. The notice of termination contains the following allegations:

- The Landlord's witness Valarie Martin testified that on or before September 30, 2025, she attended the rental unit for a unit inspection. During her inspection of the Tenant's rental unit, it was discovered that there was a serious cockroach infestation.
 - Additionally, she testified that she discovered exposed sharp needles and biohazard inhibiting maintenance staff's ability to perform the required maintenance in the rental unit.
4. The Tenant did not stop the conduct or activity or correct the omission within seven days of receiving the N5 Notice of Termination. On or about October 9, 2025, Ms. Martin testified that she attended the rental unit to conduct a follow-up inspection. She testified that, rather than improving, the condition of the rental unit had worsened since the issuance of the N5 notice.
 5. Ms. Martin testified that she observed increased amounts of garbage and debris throughout the rental unit. She further testified that there were additional exposed needles scattered in various areas of the unit, presenting a health and safety concern. Ms. Martin also observed visible cockroach activity, including cockroaches present on one of the bedroom doors, along the top edge of the door, and along the door trim. In addition, Ms. Martin testified that one of the bedroom doors had been damaged, with a hole present in the door, and that live cockroaches were observed in and around that damaged door.
 6. Ms. Martin further testified that another unit inspection was conducted on January 9, 2026. She testified that the condition of the rental unit had deteriorated further since the October 9, 2025, inspection. She observed increased clutter, garbage, and debris throughout the unit, additional damage to interior doors and hallway walls, and an ongoing infestation of cockroaches.
 7. The Landlord submitted photographic evidence taken during the inspections, regarding the condition of the rental unit during the follow-up inspections. The photographs show excessive clutter, garbage and debris, physical damage to the unit, and evidence of pest activity.

8. Based on the evidence before me, I am satisfied, on a balance of probabilities, that the Tenant, another occupant of the rental unit, or a person permitted by the Tenant has substantially interfered with the reasonable enjoyment or the lawful right, privilege, or interest of the Landlord or other tenants in the residential complex.

9. Daily compensation, NSF charges, rent deposit

The Tenant was required to pay the Landlord \$438.72 in daily compensation for use and occupation of the rental unit for the period from October 25, 2025 to January 28, 2026.

10. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.

11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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

13. Relief from eviction

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 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 pay to the Landlord \$438.72, which represents compensation for the use of the unit from October 25, 2025 to January 28, 2026.
5. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting January 29, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$624.72.
8. 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

Anthony Bruno
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.