



Order under Section 69 Residential Tenancies Act, 2006

Citation: B.P.M. (Mill St.) Developments Limited c/o Realstar Corp. v Somers, 2026 ONLTB 28655

Date: 2026-04-08

File Number: LTB-L-101056-25

In the matter of: 1610, 1 CEDARWOODS CRES
KITCHENER ON N2C2L8

Between: B.P.M. (Mill St.) Developments Limited c/o Landlord
Realstar Corp.

And

William Somers Tenant

B.P.M. (Mill St.) Developments Limited c/o Realstar Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict William Somers (the 'Tenant') because the Tenant 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 March 5, 2026.

The Landlord's agents, Connie Perkins and Allie-Marie Piggott, and the Landlord's representative, Faith McGregor, attended the hearing.

As of 9:57 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Landlord's representative confirmed that not only did the Landlord serve a copy of the Notice of Hearing on the Tenant as soon as they received it, but the Landlord's disclosure that was personally served on the Tenant on February 11, 2026 also included a copy of the Notice of Hearing. 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. Therefore, the tenancy between the Landlord and the Tenant is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On November 10, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on November 15, 2025, alleging that the unit was not kept in a state of ordinary cleanliness due to filth, garbage, debris and clutter which substantially interfered with the Landlord's obligation to keep the unit in a good state of repair and posed a possible health hazard.
4. The Landlord's agent, Allie-Marie Piggott ('AM') testified that she was the assistant resident manager at the residential complex at the time the incidents with the Tenant occurred. The residential complex is comprised of twenty floors, containing 220 living units. This is a long-term tenancy that began on August 1, 2007.
5. On October 1, 2025, AM and a pest control technician entered the unit for the purpose of inspection and a pest control treatment. AM produced photographs of the unit taken by her on October 1, 2025 [Doc 7346241, pages 5-9] showing filth and garbage on the floor and surfaces throughout the unit, a large hole cut in the kitchen plumbing stack that had not been reported, and clutter in the storage closet (i.e. filled with cardboard and multiple boxes). Due to the condition of the unit, the pest control technician advised that the level of pests could not be determined until the unit was cleaned and no treatment could take place.
6. By letter dated October 11, 2025 [Doc 7346241, page 11], the Landlord advised the Tenant to clean the unit to an acceptable condition and that a housekeeping inspection would take place on October 22, 2025. The Landlord provided a list of cleaning services and agencies the Tenant could contact for assistance with cleaning the unit.
7. On October 22, 2025, AM inspected the unit and confirmed that the unit had not been cleaned and there had been no improvement. AM produced photographs of the unit taken by her on that day [Doc 7346241, pages 15-20] confirming that the state of the unit. Thereafter, the N5 notice was served on the Tenant November 15, 2025, providing the Tenant with seven days, from November 16 to November 22, 2025 (i.e. the "voiding period") to clean the unit and bring it into a state of ordinary cleanliness.

The voiding period

8. On November 26, 2025, AM inspected the unit and confirmed that the unit had not been cleaned and there had been no improvement. AM produced photographs of the unit taken by her on that day [Doc 7346241, pages 23-26] confirming the state of the unit. On this day, there was a foul smell in the unit emanating from the kitchen which AM discovered was coming from the fridge which contained rotting food. AM confirmed that although no one had seen the Tenant in or around the unit or the building, the Landlord had not received a notice from the Tenant that he was ending his tenancy nor had they received keys for the unit from the Tenant.
9. Based on the evidence before me, I am satisfied that the Tenant did not stop the conduct or activity 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).

After the voiding period

10. On January 14, 2026, AM inspected the unit and while the inspection confirmed that the unit had not been cleaned and there had been no improvement, it did appear as if someone had been in the unit and moved some papers. AM produced photographs of the unit taken by her on that day [Doc 7346241, pages 29-32] confirming the state of the unit.
11. The Landlord's witness, Connie Perkins ('CP') testified that on February 11, 2026, she inspected the unit to see if any cleaning had taken place. She produced photographs of the unit that she took on that day [Doc 7352815, pages 2-4] showing that the state of the unit had not improved and there was a foul smell emanating from the fridge. She also found items, including plastic and a wooden cutting board inside the oven, which posed a fire risk.
12. On February 26, 2026, CP again inspected the unit. She produced photographs of the unit that she took on that day [Doc 7456128, pages 2-8] showing that the state of the unit had not improved and that there were dead bugs on the shelf on the door inside the freezer.
13. CP confirmed that the Tenant continued to pay rent and that there were no arrears of rent.
14. Based on the evidence before me, I am satisfied that the Tenant's behaviour has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

Daily compensation and rent deposit

15. Based on the monthly rent, the daily compensation is \$37.44. This amount is calculated as follows: \$1,138.90 x 12, divided by 365 days.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$1,138.90 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$4.19 is owing to the Tenant for the period from January 1, 2026 to March 5, 2026.

Relief from eviction

18. 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. The Landlord cannot clean the unit without the Tenant's consent, which is hindering the Landlord's ability to have pest control treatments take place. The state of the unit affects all tenants in the building because it potentially could attract pests. As well, the clutter in the storage closet, mostly cardboard boxes, poses a safety risk, namely fire. The Tenant did not attend the hearing to provide evidence of their circumstances.

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 19, 2026.

2. If the unit is not vacated on or before April 19, 2026, then starting April 20, 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 20, 2026.
4. If the unit is not vacated on or before April 19, 2026, the Tenant shall pay the Landlord compensation of \$37.44 per day for the use of the unit starting April 20, 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. The Landlord owes \$1,143.09 which is the amount of the rent deposit and interest on the rent deposit.

April 8, 2026
Date Issued

Karen Gonçalves
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 20, 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.