



Order under Section 69 Residential Tenancies Act, 2006

Citation: On Deck Hotel v Kiszka, 2026 ONLTB 29018

Date: 2026-04-14

File Number: LTB-L-100034-25

In the matter of: 43, 54 Cumberland North
Thunder Bay ON P7A4L2

Between: On Deck Hotel Landlord

And

Jerzy Kiszka Tenant

On Deck Hotel (the 'Landlord') applied for an order to terminate the tenancy and evict Jerzy Kiszka (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

This application was heard by videoconference on April 7, 2026.

The Landlord Casey Sellers and the Tenant's Agent Krzysztof Kiszka attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 6, 2025, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice'). The notice of termination alleges that the Tenant failed to prepare the rental unit for pest treatment for an October 30, 2025, inspection.
4. The Landlord testified that on October 20, 2025, he gave the Tenant a notice of entry for an October 31, 2025, pest treatment, which included written instructions from the pest control company. The Tenant was required to deep clean the unit, including sweeping up dirt from the perimeter of each room, avoid having open food, and move the furniture away from the wall. On October 30, 2025, the Landlord inspected the rental unit and saw that there was open food on the windowsill, the mattress was soiled, the unit was dirty, and the

furniture had not been moved away from the walls. The Landlord admitted that pest treatment could have been done but stated that it would not have been effective.

5. The Landlord testified that, after the N5 Notice was served, the Tenant gave him letters expressly denying entry to the rental unit. The Landlord first stated that no new notices of entry were served during the voiding period. Then he stated that the pest control technicians did attempt a treatment on November 10 and 11, 2025, and that the Tenant denied entry. Later, the Landlord stated that the pest control technicians entered on those days but that the rental unit had not been prepared.
6. The Tenant's son, Krzysztof Kiszka ('KK'), testified that he spoke with the Landlord on October 27, 2025, asking for specifics about how to prepare the unit for pest treatment, but the Landlord was unable to provide them. KK submitted that the Landlord is not a pest control technician. KK provided photographs of the rental unit showing the floors uncluttered and the perimeter of the room accessible. However, since KK could not identify when the photos were taken, even approximately, I give them little weight.
7. The Landlord did not submit any documentary evidence, such as the notices of entry, written pest control treatment preparation instructions, or photographs of the rental unit showing it was not prepared. I am also not satisfied that the Landlord's testimony is reliable, as his statements were often vague, and he contradicted himself when testifying about the events taking place during the voiding period.
8. There was insufficient evidence for a finding, on a balance of probabilities, that the Tenant failed to prepare the rental unit for pest treatment on October 30, 2025, or during the voiding period. Therefore, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 14, 2026
Date Issued

Kate Sinipostolova
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.