



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

Citation: Martino v Osmar, 2026 ONLTB 33703

Date: 2026-04-27

File Number: LTB-L-108316-25

In the matter of: B, 120 JUNOT AVE S
THUNDER BAY ON P7B5P5

Between: Sandi Lyn Martino Landlord

And

Trista Osmar Tenant

Sandi Lyn Martino (the 'Landlord') applied for an order to terminate the tenancy and evict Trista Osmar (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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on March 16, 2026 on January 27 2026, then reconvened and heard on March 16, 2026 at 9:34 a.m.

Only the Landlord Sandi Lyn Martino and the Landlord's agent Giuseppe Martino attended the hearing.

As of 9:34 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.

Preliminary Issue:

1. The Landlord requested an amendment to the L2 application to add additional out-of-pocket expenses. The Landlord requested a total owing of \$2,825.00. This amount represents \$1,017.00 as listed on the Landlord's L2 application filed on December 24, 2025, plus the amended amount requested of \$1,808.00. These amounts include the additional out of pocket expenses incurred since the date of the original application attempting to remediate the unit.
2. LTB Rule of Procedure 15 states that an applicant seeking to amend their application shall request this amendment in writing by serving the amended application to all other parties and filing the amended application and a Certificate of Service with the Board. The request to amend the application is then decided at the hearing. I find the amended application was both filed with the Board and served on the Tenant March 6, 2026.
3. The Landlord provided copies of the additional costs incurred in their evidence package that occurred after the application was filed. I also accept that the Landlord may experience prejudice if their request to amend the application is not granted.
4. I find that it would not be procedurally unfair to the Tenant to grant the Landlord's request to amend the application. Therefore, the request to amend the L2 application for total out of pocket expenses in the amount of \$2,825.00 is granted.

Determinations:

5. 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. Given the circumstances, the tenancy shall continue subject to the conditions below.
6. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

7. On December 16, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on December 17, 2025 as the Landlord's places the N5 notice in the Tenant's mailbox where the Tenant usually receives mail. Entered into evidence was a certificate of service as well as photographs of the Landlord placing the N5 notice into the mailbox, corroborating the Landlord's testimony regarding proper service.
8. The notice of termination alleged the Tenant substantially interfered with the Landlord's rights and privileges, or interests as the Tenant's unit was unprepared for bed bug remediation and further the Tenant did not permit access to the unit for the purpose of remediation, despite the Landlord's instructions; the N5 notice provided the Tenant 7 days to correct the behaviour, meaning prepare the unit and permit remediation.

Landlord's evidence

9. The Landlord agent testified that on December 11, 2025, the Landlord was informed by another tenant residing in the residential complex that there was a bedbug infestation affecting their unit, Unit 120A. The tenant in that unit reported significant disruption and described their living conditions as being severely impacted.
10. On December 16, 2025, the Landlord arranged for an inspection of all four units in the residential complex. Following the inspection, bedbugs were confirmed to be present, including in the Tenant's unit, identified as Unit B-120. The Landlord's evidence is that the infestation originated in the Tenant's unit.
11. The Landlord's agent testified that multiple treatment attempts were scheduled in order to address the infestation; however, the Tenant repeatedly failed to cooperate with these efforts by either cancelling scheduled treatments, failing to prepare the unit as required, or refusing access to contractors. The Landlord submits that this conduct interfered with the Landlord's ability to complete necessary maintenance work and created ongoing risk to the other units in the building.
12. The Landlord provided evidence that a total of seven treatment appointments were scheduled. The following occurrences were noted:
 - December 24, 2025: Treatment was scheduled. The Tenant cancelled the appointment and failed to complete the required preparation. The contractor attended and the Landlord incurred a charge.
 - January 9, 2026: Treatment was scheduled. The Tenant cancelled the appointment and failed to prepare the unit. The contractor attended and the Landlord incurred a charge.
 - January 12, 2026: Treatment was rescheduled at the Tenant's request. The Tenant again cancelled and failed to prepare the unit. The contractor attended and the Landlord incurred a charge.
 - January 29, 2026: The Tenant cancelled the appointment; however, the contractor proceeded with attendance.
 - February 12, 2026: The Tenant cancelled the appointment the day before the scheduled treatment.
 - February 19, 2026: The Tenant cancelled the appointment the day before the scheduled treatment.
 - March 10, 2026: The Tenant cancelled the appointment the day before the scheduled treatment.
13. The Landlord's agent testified that due to the Tenant's repeated cancellations, failure to prepare the unit, and refusal to allow access, the necessary pest control treatments could not be properly completed in a timely manner.

14. The Landlord's agent further testified that as a result of these failed attendances and cancellations, they incurred costs totalling \$2,825.00, representing charges from the pest control contractor for scheduled visits where treatment could not be completed. The Landlord submitted into evidence invoices and work orders in support of these costs.
15. The Landlord submits that the Tenant's conduct substantially interfered with the Landlord's lawful rights, privileges, and interests, including the ability to maintain the residential complex and prevent the spread of pests to other three units in the residential complex.

Analysis

16. Section 64 of the *Residential Tenancies Act, 2006* (the 'Act') states:

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

(3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.

17. The Tenant has an opportunity to void the N5 notice in accordance with section 64(3) of *the Act* by correcting the identified problems within seven days of the date the notice was served. In this case, the seven-day period begins the day following service of the N5 notice, from December 17, 2025 to December 24, 2025.
18. I find the Tenant took no corrective action during the statutory voiding period; therefore, the Tenant did not void the N5 notice of termination in accordance with section 64(3) of *the Act*.
19. The Landlord has an ongoing obligation to maintain the residential complex in a good state of repair and free from pests. The evidence establishes that the Landlord acted reasonably and promptly in arranging inspections and scheduling multiple treatments for the bedbug infestation. However, those efforts were repeatedly frustrated by the Tenant's failure to cooperate.
20. The Tenant cancelled multiple scheduled treatment appointments, often on short notice, and failed to complete the required preparation necessary for effective treatment. I accept the Landlord's evidence that contractors attended on several occasions but were unable to complete the work due to lack of access or insufficient preparation. This resulted in unnecessary costs to the Landlord and prolonged the presence of bedbugs within the residential complex.

21. Based on the evidence before me, I am satisfied that the Tenant engaged in conduct that substantially interfered with the Landlord's lawful rights, privileges, and interests. I further find that the Tenant's conduct created a risk to other units in the complex, given the nature of bedbug infestations and their ability to spread.
22. However, I am also satisfied that the conduct at issue is specific and capable of being remedied. The breach arises from the Tenant's failure to permit access and properly prepare the unit for treatment, both of which are within the Tenant's control to correct.
23. There is insufficient evidence before me to conclude that the circumstances give rise to such an immediate or irreparable risk of harm as to justify termination of the tenancy at this time. In these circumstances, I find that it is appropriate to grant the Tenant an opportunity to preserve the tenancy by complying with clear conditions.
24. Accordingly, I will issue a conditional order requiring the Tenant to provide access to the rental unit for pest control treatment and to complete all necessary preparation as directed by the Landlord or its contractors. If the Tenant complies with these conditions within the specified time, the tenancy shall continue. However, failure to comply may result in the termination of the tenancy without further notice.
25. With respect to the Landlord's claim for \$2,825.00, I am satisfied on the evidence, that these costs were reasonably incurred as a direct result of the Tenant's failure to provide access and cooperate with treatment efforts. The Landlord is therefore entitled to reimbursement of these costs.
26. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall comply with all instructions from the Landlord to prepare the rental unit for remediation efforts and permit the Landlord to complete pest remediation by May 15, 2026.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* 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.
4. The Tenant shall pay to the Landlord \$2,825.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

6. The total amount the Tenant must pay the Landlord is \$3,011.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 9, 2026 at 4.00% annually on the balance outstanding.

April 27, 2026
Date Issued

Greg Witt
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.