



Order under Section 69 Residential Tenancies Act, 2006

Citation: Greco v Bell, 2026 ONLTB 36103

Date: 2026-05-08

File Number: LTB-L-000380-26

In the matter of: 231 ROBERTSON ST
THUNDER BAY ON P7C2N7

Between: Frank Greco Landlord

And

Pat Bell Tenant

Frank Greco (the 'Landlord') applied for an order to terminate the tenancy and evict Pat Bell (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes; and
- 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 9, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,285.00. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.25. This amount is calculated as follows: \$1,285.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$8,995.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant advised me that she vacated the rental unit on April 1, 2026 but advised that her two adult sons and their families continued to reside in the rental unit. The Tenant did not provide me with a new lease for the rental unit that she is now residing at.
10. The Landlord stated that the Tenant may have moved herself out of the house but the house was full of her family members and possessions.
11. 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.

L2 Application

12. On November 23, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date with termination date of December 14, 2025. The notice of termination contains the following allegations: Since September of 2025, the house has been full of clutter and garbage, causing an infestation of cockroaches, rats, and bed bugs and the Tenant refuses to prepare house for pest treatment. Landlord has licence to treat and Tenant refuses to allow Landlord to treat house.
13. Section 43(2) of the Act states "If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination..."
14. The Landlord's notice does not provide a specific date when he became aware of the condition of the house, he did not provide pictures to support the allegations, he did not set out his attempts to deal with the Tenant and this notice lacks sufficient details.
15. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, the Divisional Court set out that notices must include dates and times of the alleged conduct along with a detailed description of the alleged conduct. The Tenant must know what the case is that they have to meet and to decide whether to dispute the notice.
16. I find that the N5 notice of termination is invalid for non-compliance with section 43(2) of the Act and it does not comply with *Ball v. Metro*. As such, the Landlord cannot rely on this notice to terminate the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,466.00 if the payment is made on or before May 19, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 19, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 19, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,276.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$42.25 per day for the use of the unit starting April 10, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 20, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 19, 2026, then starting May 20, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 May 20, 2026.

May 8, 2026
Date Issued

Carrie Bertrand
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 expires on November 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 19, 2026

Rent Owing To May 31, 2026	\$10,280.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,466.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$8,090.25
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,276.25
Plus daily compensation owing for each day of occupation starting April 10, 2026	\$0.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	