



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-007993-26

In the matter of: 408, 365 Lakeshore Drive
NORTH BAY ON P1A3M4

Between: Nipissing District Housing Corporation Landlord

And

Cheryl Gillen Tenants
Bill (William) Gillen

Nipissing District Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Cheryl Gillen and Bill (William) Gillen (the 'Tenants') 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 May 11, 2026.

Only the Landlord's agent, Tonya Wagner, attended the hearing

As of 12:00 PM, the Tenants were 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.

Determinations:

1. As set out below, on a balance of probabilities the Landlord has established the grounds for termination of the tenancy. The tenancy is terminated effective June 15, 2026. The Tenants must vacate the rental unit on or before this date.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notices of Termination - Substantial interference

3. On December 5, 2025, the Landlord issued a first, voidable N5 notice of termination, deemed served December 10, 2025. The notice detailed the Tenants' failure to properly prepare the unit for required pest control treatments between September 23 and

November 20, 2025. As a result, the Landlord was entitled to serve a second, non-voidable N5 notice pursuant to section 68 of the Residential Tenancies Act, 2006 (the 'Act').

4. On January 27, 2026, the Landlord gave the Tenant a second N5 notice of termination. alleging:
 - On December 15, 2025, the Landlord's staff inspected the unit in advance of a scheduled pest control treatment on December 16, 2025, and observed no progress in preparation; and
 - On December 16, 2025, the pest control contractor, Orkin, attended but was unable to proceed due to the unit not being properly prepared.

Landlord's evidence

5. The Landlord's agent testified that on or about September 9, 2025, Orkin identified bed bugs and sawtooth grain beetles in the unit, along with cluttered and unsanitary conditions requiring significant cleaning before treatment.
6. Orkin attended five additional times between September 23 and December 16, 2025, but treatment could not proceed due to lack of preparation. Inspections on January 12 and 14, 2026 showed no improvement.
7. The unit is in an 11-storey building. The Landlord's agent testified that pests from the unit are spreading to other units, affecting those tenants' reasonable enjoyment and undermining building-wide pest control efforts.
8. Five Orkin service reports submitted by the Landlord confirm the unit remained unprepared, cluttered, and unsanitary. The reports also document ongoing pest activity, including fruit flies and drain flies linked to improperly handled food waste and unwashed dishes.
9. The Landlord's staff had approximately 10–12 discussions with the Tenants and provided written instructions on how to prepare the unit.
10. On the uncontested evidence before me, I find on a balance of probabilities that the Tenants have substantially interfered with the reasonable enjoyment of other tenants and lawful rights, privileges, or interests of the Landlord. The Tenants failure to prepare the unit prevented necessary treatment, impairing the Landlord's obligations under section 20 of the Act to maintain the complex in a good state of repair and fit for habitation. The resulting spread of pests has also interfered with other tenants' reasonable enjoyment.
11. Therefore, the Landlord has substantiated their claim for termination of the tenancy.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Relief from eviction

14. The Tenants were given multiple opportunities to comply with pest control preparation requirements. The Landlord provided repeated written and verbal guidance; however, the Tenants failed to take the necessary steps, continuing to impede pest eradication efforts.
15. The Landlord's agent was not aware of any circumstances relevant to delaying or denying eviction. The Landlord is prepared to allow a short delay to permit the Tenants to secure alternative housing.
16. 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 not be unfair to postpone the eviction until June 15, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 15, 2026.
2. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 June 16, 2026.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before June 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.

May 19, 2026

Date Issued

Melissa Anjema

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 December 16, 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.