



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-011440-26

In the matter of: 102, 25 TINDALE CRT
HAMILTON ON L8K6C8

Between: Interrent Holdings Manager LP Landlord
Mathers Prior Professional Corp

And

Elizabeth Holland Tenant

Interrent Holdings Manager LP and Mathers Prior Professional Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Elizabeth Holland (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.

This application was heard by videoconference on May 19, 2026.

Only the Landlord's Legal Representative Daniel Abraham and the Landlord's Witness Sarah Duncan attended the hearing.

As of 11:31 AM, 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.

Determinations:

1. 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. Therefore, the tenancy is terminated on June 2, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 29, 2026, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice'). The notice of termination alleges that the Tenant failed to keep the rental unit in a state of ordinary cleanliness and interfered with the Landlord's pest treatments.

4. Based on the uncontested evidence of the Landlord, I make the following findings of fact:
 1. Sarah Duncan ('SD') is the Landlord's lead pest control technician, overseeing treatment of units and managing staff and supplies.
 2. It is the Landlord's standard policy to provide a preparation sheet for pest treatment along with a notice of entry at least five days prior to the scheduled treatment to ensure the tenant has the opportunity to prepare the unit.
 3. On October 27, 2025, November 17, 2025, and December 8, 2025, the Landlord's employees entered the rental unit to attempt cockroach treatment. However, the unit was not prepared even though the preparation sheet and notice of entry were provided in advance. In particular, items had not been removed from the lower cabinets and there was food debris and garbage throughout the unit.
 4. In order for cockroach gel to be effective, there must not be any other available food source in the unit so that the cockroaches get poisoned from eating the gel.
 5. Due to the lack of cleanliness in the unit, the Landlord's treatments have not been effective. Cockroaches are spreading to other units in the building, interfering with other tenants' reasonable enjoyment of their units.
5. The Tenant did not correct the problem within seven days after receiving the N5 notice of termination. SD attempted to enter the unit for a cockroach treatment on February 2, 2026, but the Tenant barricaded the front door from inside the unit. SD was unable to conduct the treatment. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
6. I am satisfied, on a balance of probabilities, that the Tenant has substantially interfered with the Landlord's and other tenants' reasonable enjoyment of the residential complex by failing to keep the unit clean and interfering with pest treatments.
7. The Tenant was not present to advise the Board of their circumstances. The Landlord was not aware of any reasons to delay or deny eviction. The Landlord attempted to treat the unit several more times after the application was filed, and SD has had many conversations with the Tenant about how and why to clean the unit. However, the Tenant still fails to prepare the unit, rendering the Landlord's treatments ineffective.
8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
9. There are no rent arrears up May 31, 2026. Based on the monthly rent, the daily compensation is \$50.59. This amount is calculated as follows: \$1,538.90 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

11. The Landlord collected a rent deposit of \$1,427.99 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$242.94 is owing to the Tenant for the period from November 25, 2016, to May 19, 2026.

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 June 2, 2026.
2. If the unit is not vacated on or before June 2, 2026, then starting June 3, 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 3, 2026.
4. The Tenant shall also pay the Landlord compensation of \$50.59 per day for the use of the unit starting June 1, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$1,548.53.
7. However, the Landlord is authorized to deduct from amount owing to the Tenant \$50.59 per day for compensation for the use of the unit starting June 1, 2026, to the date the Tenant moves out of the unit.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

May 22, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 3, 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.