



**Order under Section 69 / 89  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-033352-25

**In the matter of:** 49, 34 MISTYWOOD DR  
STONEY CREEK ON L8J2P8

**Between:** Stoney Creek Community Homes Inc. Landlord

**And**

Tiffany Atwell Tenant

Stoney Creek Community Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tiffany Atwell (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 applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on August 19, 2025.

Only the Landlord's agent Jackie Rickards attended the hearing.

As of 9:43, 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. Therefore, a conditional order is issued.
2. However, the Landlord has not proven on a balance of probabilities the claim for compensation in the application. Therefore, the application is dismissed.
3. The Tenant was in possession of the rental unit on the date the application was filed.

4. On March 24, 2025, the Landlord gave the Tenant an N5 notice of termination (the 'N5 Notice'). The notice of termination contains the following allegations:
  - The Tenant denied entry or failed to prepare their rental unit for pest control treatment on November 1, 2024; December 19, 2024; December 30, 2024; February 4, 2025; and March 18, 2025.
  - The Tenant owes the Landlord \$531.00 for wilful or negligent damage arising out of an after-hours lock change, key replacements, entry into the rental unit after hours, and fees charged for missed pest control treatments.
5. The Tenant did not stop the conduct or activity. Per the Landlord's agent, the Landlord gave notice of their intention to treat the unit for pests on March 31, 2026, and the Tenant did not comply by preparing the unit. Treatment could not be performed on the Tenant's unit.
6. I am satisfied on a balance of probabilities that the Tenant denied entry or failed to prepare their rental unit for pest control treatment on the dates specified in the N5 Notice. The Landlord presented notices of entry for each of the dates specified in the N5 Notice and the Landlord's agent confirmed that none of the scheduled pest control treatments were able to be carried out.
7. Not permitting the carrying out of routine pest control treatments substantially interferes with the reasonable enjoyment of the residential complex by the Landlord and other residents, as treatment of individual units is essential to manage building-wide issues in some cases. Unreasonably refusing to co-operate with pest management efforts is not reasonable conduct.
8. Regarding the allegation regarding the \$531.00 in charges described on the N5 Notice, this portion of the N5 Notice is not valid. These charges – a combination of service fees incurred by the Landlord and "Tenant Responsibility Fees" that the Landlord has charged to the Tenant – do not constitute wilful or negligent damage to the residential complex. No physical damage is alleged in the Landlord's N5 Notice or the application.
9. As such, non-payment of these amounts cannot form the basis of the termination of the Tenant's tenancy pursuant to a notice served under section 62 of the Act. Similarly, it cannot form the basis for the Landlord's claim for compensation under section 89 of the Act.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
13. While the Tenant's lack of cooperation with respect to the Landlord's pest management treatments does constitute substantial interference, it should not result in the immediate

termination of the tenancy. The Tenant is afforded a further opportunity, pursuant to the conditional order below, to cooperate with the Landlord's reasonable pest control efforts by preparing her unit as directed and not refusing access to her unit by pest control technicians where proper notices of entry are served.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Where the Landlord has served a valid notice of entry pursuant to section 27 of the Act for pest control purposes, the Tenant shall not unreasonably deny entry to the rental unit for these purposes or otherwise frustrate the Landlord's reasonable pest control measures by not preparing her unit for treatment as directed.
3. If, from the date of this order until May 31, 2027, 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* (the 'Act') 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 \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.
6. The Landlord's claim for compensation under section 89 of the Act is dismissed.

**June 1, 2026**  
**Date Issued**

---

Jeremy Henderson  
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.