



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

File Number: LTB-L-007295-26

In the matter of: 1108, 235 REBECCA ST
HAMILTON ON L8R3H4

Between: 235 REBECCA STREET LIMITED Landlord

And

JEFFERY HART Tenant

235 REBECCA STREET LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict JEFFERY HART (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 26, 2026.

Only the Landlord's Agent, Aida Da Silva and the Landlord's Representative, Lindsay Faria, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy shall be terminated pursuant to the terms of this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 31, 2025, the Landlord gave the Tenant an N5 notice of termination by placing said document under the door of the rental unit. The notice of termination contains the following allegations: the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant by way of failing to prepare their rental unit for pest control treatment as requested by the Landlord.

4. The Landlord's Agent, Aida Da Silva (A.D.S.), is employed by the Landlord. She is familiar with the rental unit and Tenant as named in this application.
5. On December 5, 2025, the Landlord served the Tenant with a notice of entry and instructions on how to prepare the rental unit for pest control treatment. The notice informed the Tenant that a treatment was scheduled for December 10, 2025, and requested that the Tenant ensures the unit is prepared for treatment.
6. A.D.S. testified that when the technicians arrived to treat the Tenant's unit, the unit was not prepared and could not be treated at that time.
7. On December 15, 2025, the Landlord served the Tenant with a notice of entry and instructions on how to prepare the rental unit for pest control treatment. The notice informed the Tenant that a treatment was scheduled for December 17, 2025, and requested that the Tenant ensures the unit is prepared for treatment.
8. A.D.S. testified that on December 17, 2025, the technicians found a note taped at the Tenant's door stating that he is feeling unwell and unable to have his unit treated as scheduled. A.D.S. also testified that the Tenant's unit was not prepared or ready for treatment on December 17, 2025.
9. On December 19, 2025, the Landlord served the Tenant with a notice of entry and instructions on how to prepare the rental unit for pest control treatment. The notice informed the Tenant that a treatment was scheduled for December 24, 2025, and requested that the Tenant ensures the unit is prepared for treatment.
10. A.D.S. testified that on December 24, 2025, the technicians arrived to treat the Tenant's rental unit, the unit was not prepared and could not be treated at that time.
11. The Tenant did not stop the conduct or correct the issue within seven days after receiving the N5 notice of termination. I make this finding because the Tenant failed to prepare their rental unit for treatment on January 7, 2026, a date which was during the voiding period. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
12. A.D.S. testified that the Landlord has made multiple attempts to treat the Tenant's rental unit since filing of the Landlord's application. The Landlord was unable to treat the unit due to the Tenant's failure in preparing the unit for treatment.
13. Based on the evidence, I am satisfied that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or other tenants. I find that the Tenant's ongoing failure to ensure their rental unit is prepared for pest control treatment impedes the Landlord's ability to maintain the rental complex as required by the Act. I also find that the Tenant's failure to prepare their rental unit for treatment substantially interferes with other tenants' reasonable enjoyment, as the Tenant's unit must be treated to resolve the pest or insect issues within the residential complex.
14. The Tenant was required to pay the Landlord \$3,488.94 in daily compensation for use and occupation of the rental unit for the period from January 21, 2026, to May 26, 2026. At the hearing, the Landlord's Representative submitted that the Landlord was no longer seeking daily compensation for this period of time.

15. Based on the monthly rent, the daily compensation is \$27.69. This amount is calculated as follows: $\$842.20 \times 12$, divided by 365 days.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. There is no last month's rent deposit.
18. The Landlord was unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order. The Landlord also argued that any delay in terminating the tenancy could prejudice the Landlord because the Landlord is unable to maintain the rental property as required under the Act.
19. 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.

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 14, 2026.
2. If the unit is not vacated on or before June 14, 2026, then starting June 15, 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 15, 2026.
4. The Tenant shall pay the Landlord compensation of \$27.69 per day for the use of the unit starting May 27, 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. If the Tenant does not pay the Landlord the full amount owing on or before June 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 15, 2026, at 4.00% annually on the balance outstanding.

June 3, 2026
Date Issued

Ilan Shingait
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 15, 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.