



Order under Section 69 Residential Tenancies Act, 2006

Citation: KLH Housing Corp [KLHHC] v Shorey, 2026 ONLTB 42645

Date: 2026-06-01

File Number: LTB-L-011561-26

In the matter of: 109, 68 LINDSAY ST N
LINDSAY ON K9V0N7

Between: KLH Housing Corp [KLHHC] Landlord

And

Pamela Shorey Tenant

KLH Housing Corp [KLHHC] (the 'Landlord') applied for an order to terminate the tenancy and evict Pamela Shorey (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 21, 2026.

Only the Landlord's representative Ashley Swanton and the Landlord's agent Caroline Smith attended the hearing.

As of 10:18 a.m., 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, but for the reasons outlined below a conditional order is imposed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. As of the hearing date, the Landlord's representative stated that the Tenant does not owe rent.

N5 Notice of Termination – Substantial Interference

4. On January 19, 2026, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The N5 notice has a termination date of February 10, 2026. The notice of termination contains the following allegations:
 - (a) On November 21, 2025 the Tenant failed to allow the Landlord's agents to enter the rental unit for a pest control treatment.
5. The Tenant was not present at the hearing. The Landlord's agent testified that prior to November 21, 2025 the Tenant was provided with two separate "preparation sheets" which described how the Tenant's unit needed to be prepared for pest treatments. On the day of the intended treatment, the Landlord's agents were unable to properly enter the unit or conduct a treatment because the Tenant had failed to follow the preparation sheet instructions, including by not having organized their furniture or cleared specified areas. The Landlord's representative was of the view that the Tenant did not void the notice by correcting the behaviours outlined in the N5 and preparing the unit for future treatments. In addition, the Landlord's agent stated that a further inspection on January 8, 2026 revealed that the unit was still in the same state.
6. Based on the uncontested evidence of the Landlord, I find that the Tenant did not correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
7. The Landlord requested a conditional order be imposed which requires the Tenant to prepare their unit for effective treatments within 11 days from the date of this order, failing which they could apply for an expedited eviction under section 78 of the Act. The Landlord's representative was not aware of any reason to delay or deny an eviction under section 83 of the Act. The Tenant was not present to request any relief.
8. The Landlord's agent stated that they believe the Tenant is capable of abiding by preparation sheet instructions, and that the Landlord routinely offers residents of the complex services to assist in preparing their units. These services include supplying tenants with garbage bags and giving them tickets so that bulky items like mattresses may be removed by the city.
9. The conditional order below is imposed to ensure that the rental unit and residential complex is treated effectively. The Tenant is required to abide by these conditions for a period of six months in order to ensure that any necessary repeat treatments may be completed.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below for the period of June 1, 2026 to November 30, 2026:
 - (a) Within 11 days of receiving pest control preparation sheet instructions from the Landlord, the Tenant shall prepare their unit for pest control treatments.

2. If the Tenant fails to comply with the condition set out in paragraph 1 of this order, the Landlord may apply under section 78 of 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.
3. The Tenant shall pay to the Landlord \$186.00 which represents the application filing fee.
4. 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.

June 1, 2026
Date Issued

Madeline Ntoukas
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.