



Order under Section 69 Residential Tenancies Act, 2006

Citation: 280 Wellesley Residences v Hin, 2026 ONLTB 42867

Date: 2026-06-02

File Number: LTB-L-096283-25

In the matter of: 1710, 280 WELLESLEY ST E
TORONTO ON M4X1G7

Between: 280 Wellesley Residences Landlord

And

Thomas Hin Tenant

280 Wellesley Residences (the 'Landlord') applied for an order to terminate the tenancy and evict Thomas Hin (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 27, 2026. The Landlord's Legal Representative, Charlie Bobrowsky, the Tenant's Legal Representative, Aliza Akhtar, Tenant's Support Vanessa Boka and the Tenant attended the hearing.

At the hearing, the parties before the LTB consented to the following order. I was satisfied that the parties understood the consequences of their consent.

The parties agree that:

1. The Tenant acknowledges that failure to maintain the rental unit in a condition permitting safe entry may prevent contractors from completing repairs or restoration of services.
2. The Landlord acknowledges that ensuring premises is prepared for commencement date is dependent on the Tenant and VHA's (an extreme clean service) cooperation and willingness to provide cleaning services to the Tenant.

On consent of the parties, it is ordered that:

1. The Landlord shall take all reasonable steps to restore any utility service requiring restoration, including arranging access for qualified contractors, subject to the tenant providing safe and unobstructed access to the unit.

2. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
3. The Tenant shall cooperate with the Landlord, the Landlord's employees, contractors, agents, pest control providers, plumbers, and the tenant's support workers, including by providing timely access to the rental unit for the purpose of inspection, repair, or pest control treatment.
4. The Tenant shall, with the assistance of any support workers, work to bring the unit to a state that permits effective pest-control treatment and necessary maintenance work, including access to sinks, plumbing fixtures, walls, baseboards, kitchen areas, bathrooms, and all areas identified by pest-control contractors or maintenance personnel.
5. For a period of 12 months commencing July 1, 2026 and continuing to June 30, 2027 the Tenant shall:
 - (a) properly prepare the rental unit for all pest-control treatments in accordance with the preparation instructions provided by the landlord or pest-control contractor; and
 - (b) provide entry to the landlord and pest-control technicians upon at least 5 days' written notice.
6. If the Tenant fails to comply with the conditions set out in paragraph 3, 4, and 5 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.
7. The Tenant shall pay half of the Landlord's \$186.00 for the cost of filing the application in the amount of \$93.00.
8. If the Tenant does not pay the Landlord the full amount owing on or before August 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 2, 2026, at 4.00% annually on the balance outstanding.

June 2, 2026
Date Issued

Panagiotis P. Roupas
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.