



Order under Section 69 / 88.1 Residential Tenancies Act, 2006

Citation: Meddco Properties Inc. v Dean, 2026 ONLTB 43043

Date: 2026-06-04

File Number: LTB-L-013558-26

In the matter of: 705, 325 GILES BLVD W
WINDSOR ON N9A6H7

Between: Meddco Properties Inc. Landlord

And

Trevor Dean Tenants
Daniela Rotondi

Meddco Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Trevor Dean and Daniela Rotondi (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenants pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on May 28, 2026. Only the Landlord's Representative, Charlotte Williams, attended the hearing.

As of 9:22 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 some of the allegations for substantial interference. Therefore, the Tenants shall pay to the Landlord \$565.00.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on April 22, 2026. Therefore, the only consideration before the Board is the claim for \$1,450.88 for the Landlord's reasonable out-of-pocket expenses because the Tenants substantially interfered with the Landlord's lawful rights and privileges.
4. The Landlord submitted a copy of a work order made by the Tenants dated October 18, 2024. The Tenants requested pest control because they saw bugs which looked like "apple seeds" in their rental unit.
5. The Landlord scheduled pest control on October 18, 2024, for an inspection and treatment to take place on October 21, 2024. The Landlord included the preparation sheet necessary for the Tenants to ensure the treatment could be done in an effective way. However, the rental unit was not prepared, and the pest control company had to reschedule the visit. The Landlord incurred a charge of \$282.50 from the pest control company for the visit made on October 21, 2024.
6. The October 21, 2024, treatment was rescheduled. The rental unit was treated on November 6, 2024.
7. A further treatment was necessary. On November 18, 2024, the Tenants were sent a notice of entry with an attached preparation sheet for pest control to attend on November 22, 2024. Pest control was unable treat the rental unit because the rental unit had not been prepared, resulting in an additional charge of \$282.50 for the visit.
8. The Landlord seeks additional charges for having to (i) inspect the Tenants' rental unit along with the other nearby units and (ii) treat the nearby units for pests. However, I am not of the view that the Landlord is entitled to those costs. In my view, the charges for inspections of any unit and/or treatments of the neighbouring units is a cost of doing business.
9. Based on the evidence before me, the Landlord cannot conclusively point to how the infestation started, nor who was responsible for it. The original report from the pest control inspection noted the infestation in the rental unit was extreme. However, this does not necessarily correlate to the Tenants being responsible for the infestation in the other units. Those units may also have had their own infestations, or could equally have been the origin for the problem, or those Tenants too may have contributed to the problem. The issue is, there is no way to tell.
10. The Tenants are, in my view, responsible for failing to adequately prepare the rental unit for treatment after they were given notice with the preparation information and failed to take reasonable steps to be ready. This falls below the standard of a reasonable Tenants. In this regard, there is a clear nexus between the Landlord's claim and the Tenants'

behaviour. The pest control company attended and charged the Landlord for the attendance whether or not they were able to treat the rental unit.

11. As such, I find the Tenants substantially interfered with the Landlord's lawful rights and privileges by failing to prepare the rental unit for pest control on October 21, 2024, and November 22, 2024. The total the Tenants owe the Landlord is \$565.00.
12. Of note, the Landlord submits that the delay in submitting the L2 claim for these charges, which were incurred in 2024, although the application was not filed until 2026, was due to the parties trying to resolve the issue. When those discussions fell through, the Landlord filed the application.
13. The Tenant was required to pay the Landlord \$1,922.40 in daily compensation for use and occupation of the rental unit for the period from February 22, 2026, to April 22, 2026, less any amounts already paid by the Tenants to the Landlord.
14. Based on the monthly rent, the daily compensation is \$32.04. This amount is calculated as follows: $\$974.59 \times 12$, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$750.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$86.58 is owing to the Tenant for the period from January 1, 2020, to April 22, 2026.
17. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of April 22, 2026.
2. The Tenants shall pay to the Landlord \$1,922.40, which represents compensation for the use of the unit from February 22, 2026, to April 22, 2026, less any amount already paid by the Tenants to the Landlord.
3. The Tenant shall pay to the Landlord \$565.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$836.58 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants, less any amounts already paid by the Landlord to the Tenants.
6. Each party shall pay the other as a result of this order.
7. If either party does not the other the full amount owing on or before June 15, 2026, the party will start to owe interest. This will be simple interest calculated from June 16, 2026, at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.