



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-022710-26

In the matter of: 201, 290 SPRINGBANK DR
LONDON ON N6J1E9

Between: Pier 3 Real Estate GP Ltd. Landlord

And

John Cusack Tenant

Pier 3 Real Estate GP Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict John Cusack (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 June 3, 2026.

Only the Landlord's Legal Representative, P. Haynes, and the Landlord's Agent, A. Jones, attended the hearing.

As of 9:56 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 in the application. Therefore, the tenancy between the Landlord and Tenant is terminated, the Tenant must move out of the rental unit on or before June 16, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On January 29, 2026, the Landlord gave the Tenant a Notice to End Your Tenancy For Interfering with Others, Damage or Overcrowding (N5 Notice). The N5 Notice contains the following allegations:
 - Entry for pest control and maintenance was denied on: October 20, 2025, December 17, 2025, and January 13, 2026.
 - The unit has been found to be extremely unsanitary, including:
 - accumulated garbage and food waste in bedroom, bathroom, kitchen, living room and dining area.
 - Kitchen surfaces unclean, grease and food debris present.
 - Kitchen appliances (stove, oven, fridge, microwave, etc.) unclean, creating fire hazards.
 - Floors un-swept and un-mopped, with food debris present.
 - Bathroom surfaces (sinks, toilet, shower, floor) unclean.
 - General hygiene inadequate, causing odours, health risks and pest infestation.
 - Pest control company has confirmed your unit is the source of the cockroaches in the building, as cockroaches are thriving on accumulated food and debris
 - Required Actions:
 - Allow pest control and maintenance staff full access to the unit immediately
 - Bring the unit into a clean and sanitary condition
 - Remove all garbage, food waste, and spoiled items from all areas and dispose properly.
 - Clean all kitchen surfaces free of food debris, grease and spills
 - Clean all kitchen appliances
 - Sweep and mop all floors
 - Thoroughly clean all bathroom surfaces
 - Maintain general hygiene to prevent odours, pest infestations, health hazards
4. The Landlord's Agent stated that an inspection of the unit was conducted on February 26, 2026 and provided into evidence a copy of the Notice of Entry served on the Tenant (DOC-8041291pg10) for this date. She stated that the inspection on that date confirmed that the unsanitary conditions and lack of cleanliness in the rental unit had not changed and in fact there was further accumulation of garbage, food waste, and debris. In support of her assertions, she provided copies of photos taken on that date into evidence (DOC-8041291pg11).
5. Based on the uncontested evidence before me, I was satisfied that the Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 Notice. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
6. The Landlord's Agent maintained that the condition of the rental unit has not changed since February 26, 2026 and that the Landlord is unable to treat the unit for pests due to its extremely unsanitary condition. She also stated that the condition of the Tenant's unit is the source of the cockroach infestation, is a health hazard, significantly impacts the surrounding units, and the entire complex due to the odour. In support of these assertions,

she submitted into evidence a report from their pest control contractor dated April 27, 2026 (DOC-8041291pg12) which read as follows:

“Unit 201 – Major Source Unit / Health & Safety Concern Unit 201 is the primary infestation source affecting the building and is directly impacting surrounding units. Sanitation conditions are beyond acceptable tolerances and represent a major health and safety concern. Upon visual inspection, hundreds of flies and cockroaches were immediately observed. The unit contains excessive garbage accumulation, beer cans, food waste, human feces, urine contamination, severe odour conditions, and extreme unsanitary living conditions. This created an unsafe working environment for the technician and team. Due to safety concerns, no treatment was completed and no surfaces were touched during inspection. This entire unit must be fully cleared before pest control treatment can proceed. All garbage, food waste, 12 13 cans, fecal contamination, and urine contamination must be removed immediately and disposed of properly by bagging and taking directly to garbage. This unit may also be harbouring additional pest issues beyond cockroaches due to the extreme sanitary conditions. **No further pest control treatment can or will be completed in this unit until safety concerns are resolved.**”

7. Based on the uncontested evidence before me, I was satisfied the Tenant’s conduct of failing to maintain the rental unit in an ordinary state of cleanliness has substantially interfered with the reasonably enjoyment of the complex for all usual purposes by the other tenants and the Landlord, and substantially interferes with the lawful rights, privileges, and interests of the Landlord and other tenants.
8. Based on the monthly rent, the daily compensation is \$32.14. This amount is calculated as follows: $\$977.49 \times 12$, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$850.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$88.82 is owing to the Tenant for the period from August 4, 2021 to June 3, 2026.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 16, 2026.

2. If the unit is not vacated on or before June 16, 2026, then starting June 17, 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 17, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$938.82 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
6. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$656.40. Any amount paid by the Tenant for June 2026 shall also be credited to the Tenant.
7. However, the Landlord is authorized to deduct from amount owing to the Tenant \$32.14 per day for compensation for the use of the unit starting June 4, 2026 to the date the Tenant moves out of the unit.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 5, 2026
Date Issued

Lisa Del Vecchio
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 17, 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.