



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

File Number: LTB-L-034371-26

In the matter of: 306, 99 AXMITH AVE
ELLIOT LAKE ON P5A1B5

Between: 1434254 Ontario Inc. Landlord

And

Christopher Graham Tenant

1434254 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Graham (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

This application was heard by videoconference on June 3, 2026.

Only the Landlord's Legal Representative, J. Tonnes, and the Landlord's Agent, J. Van der Sluis, attended the hearing.

As of 10:29 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. The Landlord is amended to reflect the correct corporate entity: 1434254 Ontario Inc.
2. 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 and the Tenant must move out of the rental unit on or before June 19, 2026.
3. The Tenant was in possession of the rental unit on the date the application was filed.

4. On April 2, 2026, the Landlord gave the Tenant a Notice to End Your Tenancy For Interfering with Others, Damage or Overcrowding (N5 Notice) pursuant to sections 62 and 64 of the *Residential Tenancies Act, 2006* (the 'Act'). The N5 Notice contains the following allegations:
 - March 27, 2026 – inspection of the rental unit by the Landlord and Orkin Pest Management found that your unit still has a major infestation of cockroaches and bed bugs. This was subsequent to the previous N5 Notice given to you on January 30, 2026 requesting that you complete the required cleaning and prepare the unit as per the written instructions from Orkin.
 - There has been minimal cleaning performed. The Landlord has provided extra time for this work to be completed based on communication with your family.
 - You have seven (7) days to clean the unit as per the written instructions attached.
 - Also there are extensive damages to the unit as per the attached list.
5. Subsection 62(1) of the Act provides that:

A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex.
6. Subsection 64(1) of the Act provides that:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.
7. The Landlord's Agent stated that an inspection of the rental unit took place on May 7, 2026 and that the rental unit remained in a state of unordinary cleanliness as there was still garbage and debris in the kitchen and dining area, clutter throughout the unit, and lack of cleanliness on appliances, surfaces and floors. In support of her assertions, she provided copies of photos taken on that date into evidence (DOC8020686pgs27-32).
8. Based on the evidence before me, I was not satisfied that the Tenant did not stop the conduct or activity, or correct the omission within seven days after receiving the N5 Notice. Therefore, I find that the Tenant did not void the N5 Notice in accordance with s.64(3) of the Act.
9. The Landlord's Agent stated that the rental unit is still seriously infested with bed bugs and cockroaches as the Tenant's unit is not properly prepared for treatment as such the Landlord's pest contractor is unable to effectively treat the unit due to its condition and the Tenant uncooperating with instructions/requests. In support of her assertion, she provided a copy of an email received from the pest control contractor, Orkin, dated May 1, 2026 into evidence (DOC-8020686pg26). The email confirmed that it has been difficult to treat this

unit due to the Tenant not cooperating with the condition of the unit, as most areas are not accessible due to clutter. The email also confirmed that there is a risk of the infestation spreading to other units.

10. The Landlord's Agent stated that a prior N5 Notice was served on the Tenant in January 2026 and that she had been working with the Tenant's family and supports to ensure correction of the Tenant's conduct and bringing the unit to a state of ordinary cleanliness. She also stated that some work has been done but it was not enough as the condition of the unit is still not ready to be effectively treated for pests.
11. 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 reasonable 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.
12. The Landlord's Agent did not provide any evidence with respect to alleged undue damage in the unit caused by the Tenant and there is no claim in the application for the Landlord's reasonable costs to repair/replace undue damage to property. At the hearing, the Landlord's Legal Representative requested to amend the application to include the claim for reasonable out-of-pocket expenses to repair/replace undue damage in the amount of \$14,278.25.
13. As per Rule 15.4 of the *Landlord and Tenant Board's Rules of Procedure*, the LTB has discretion to grant a request to amend if satisfied that the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding. In this case, the request was denied as I was satisfied that this amendment is not appropriate at this time and could have been included when the application was originally filed. Additionally, to consider a claim of compensation in the amount of \$14,278.25 without notice to the Tenant would be prejudicial and not be consistent with a fair proceeding.

Last month's rent deposit, Interest on the rent deposit, and costs

14. The Landlord collected a rent deposit of \$495.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$95.22 is owing to the Tenant for the period from November 1, 2015 to June 3, 2026.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

16. 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 19, 2026.
2. If the unit is not vacated on or before June 19, 2026, then starting June 20, 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 20, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.

June 8, 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 20, 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.