



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-012593-26

In the matter of: 17, 90 KING EDWARD AVE
LONDON ON N5Z3S8

Between: King Edward Apartments Landlord

And

Seth McTavish Tenant
Chad McTavish

King Edward Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Seth McTavish and Chad McTavish (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.

Only the Landlord's Agent, Jaspreet Kaur, and the Landlord's Legal Representative, Petar Guzina, 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 and the claim for compensation in the application. Therefore, the tenancy is terminated on July 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant has signed and uploaded an N11 notice of termination that they will be terminating the tenancy on July 31, 2026.

N5 Notice of Termination:

4. On February 2, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged that the Tenant substantially interfered with the Landlord's and other tenants' reasonable enjoyment. A complaint was received on Jan 28, 2026 about strong odours coming from the rental unit consistent with animal waste and garbage.
5. The Landlord's witness Jamie Knox (JK) manages maintenance in the building. On January 29, 2026 JK entered the unit and noticed an extreme and significant smell of garbage and cat urine. He saw cat food over the floors and numerous empty cans, several full garbage bags, and the kitchen sink was full of dirty dishes that had mold growing on them. The Landlord submitted video evidence of the initial inspection on January 29, 2026 confirming his evidence.
6. JK testified that after the N5 notice was served, he returned to the rental unit on February 9, 2026. He testified that condition of the rental unit had not changed and he could still smell garbage, rotten food and animal waste in the hallway before entering the unit. The Landlord also submitted video evidence from the February 9, 2026 inspection that confirmed his oral evidence.
7. I am satisfied that the Landlord has established that the Tenant did not stop the conduct or activity 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* (the Act). I am satisfied on a balance of probabilities that the Landlord has established that the Tenant has substantially interfered with the Landlord's and other tenants' reasonable enjoyment.

Rent Deposit and Daily Compensation:

8. The Tenant was required to pay the Landlord \$4,172.66 in daily compensation for use and occupation of the rental unit for the period from February 23, 2026 to May 27, 2026. There was no indication that there was daily compensation owing as of the hearing date.
9. Based on the monthly rent, the daily compensation is \$44.39. This amount is calculated as follows: \$1,350.05 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,285.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$109.92 is owing to the Tenant for the period from November 1, 2022 to May 27, 2026.

Section 83 Considerations:

12. The Landlord testified that the Tenant had served an N11 notice indicating that they intend to vacate the rental unit on July 31, 2026. The Tenant submitted a copy of the N11 notice on the portal, though they did not attend the hearing.

13. The Landlord requested a delayed termination to July 31, 2026 in accordance with the N11 notice and based on the negotiations had with the Tenant.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until July 31, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 1, 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 August 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$44.38 per day for the use of the unit starting May 28, 2026 until the date the Tenant moves out of the unit, less any amounts already paid.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$1,394.92 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
7. The Landlord shall pay to the Tenant \$1,208.92 for the rent deposit and interest owing from November 1, 2022 to May 27, 2026. The Landlord may deduct daily compensation from this amount.
8. If the Landlord does not pay the Tenant the full amount owing on or before July 31, 2026, the Landlord will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

June 9, 2026
Date Issued

Allana McComb
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 February 1, 2027 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.