



Order under Section 69 Residential Tenancies Act, 2006

Citation: Williams & McDaniel Property Management v Sutton, 2026 ONLTB 45927

Date: 2026-06-16

File Number: LTB-L-013833-26

In the matter of: 601, 10 GEORGE ST S
CAMBRIDGE ON N1S2N4

Between: Williams & McDaniel Property Management Landlord

And

Shirley Sutton Tenant

Williams & McDaniel Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Shirley Sutton (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 8, 2026.

Only the Landlord's legal representative John Anderson and Landlord's witness Lori Ann Andersen attended the hearing.

As of 10:54 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 not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is an apartment in a 52-unit high rise residential complex. The Tenant has resided in the rental unit since December 2015.

N5 Notice of Termination – Substantial interference

4. On February 4, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: on February 3, 2026, the Landlord entered the Tenant's rental unit on notice due to a complaint from a neighbouring unit about cockroaches. Cockroaches were found in the rental unit, and the Tenant stated that they had been trying to treat the cockroaches rather than reporting to the Landlord. The Tenant's unit was not in a state of ordinary cleanliness which would allow the Landlord to effectively treat for cockroaches. There was debris on floors, grease buildup on and around the stove, and food packaging and garbage in the living room which would promote pest activity.
5. The Landlord's witness Lori Ann Andersen (LA) is the building manager for the residential complex. She testified that she entered the rental unit again for inspection on February 12, 2026 and that the rental unit had not been cleaned.
6. The Landlord entered photos of the rental unit taken by LA into evidence. Most of the photos from February 12, 2026 show cockroaches in traps, but the photos of the rental unit itself, while showing an improvement in cleanliness, still show a lack of cleanliness with excess items in the living room and debris on the floor. The Tenant did not correct the omission 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* (Act).
7. LA testified that the Tenant is a senior citizen, likely in her mid 80s, who resides in the rental unit with her son, who is likely in his 60s. The Landlord is aware that the son has some kind of disability. She also testified that the Tenant has resided in the rental unit since 2015 and there were no prior issues with the cleanliness of the rental unit during this time. She later contradicted her testimony and stated that the problem "has been festering a long time."
8. Further inspections and pest control in the rental unit occurred on February 23, 2026, February 27, March 10, March 24, and May 12, 2026.
9. The Landlord entered pest control reports from February 23, 2026 and May 12, 2026 into evidence. The February 23, 2026 report notes that the sanitation in the unit had not improved from February 5, 2023 and cockroaches were present. The May 12, 2026 report notes that "sanitation concern previously identified has been addressed" but also that "sanitation concern previously identified has not yet been addressed." It is difficult to understand what this means as it is contradictory, and the pest control technician was not called to testify. Elsewhere in the same report the technician notes that the cockroach activity is better due to the treatments.
10. The Landlord's photos of the rental unit on February 23, 2026 show significant improvements to the cleanliness of the rental unit and no obvious food, packaging, or garbage left out. Photos from May 12, 2026 show that the rental unit remained free of food debris and garbage although there is still some clutter.
11. LA testified that the rental unit is "ground zero" for the cockroach issue in the residential complex but did not submit any evidence to support the statement.

12. In her opinion, the Tenant has “had enough time” to rectify the issue and therefore the tenancy must be terminated, providing the Tenant with a delay of 30 days. She did not provide evidence to support her further assertion that she does not believe that the unit will ever get to ordinary cleanliness. No evidence was led as to whether an objective standard of “ordinary cleanliness” was discussed with the Tenant by the Landlord or pest control technicians.
13. I note that the March 10, 2026 pest control report indicates a maintenance concern with the rental unit: a damaged kitchen ceiling vent through which cockroaches may travel from the rental unit. The photos in evidence, notably at page 23 of the Landlord’s evidence, also show heavily damaged parquet flooring in the living room area including heavy wear and missing wood. They also show deeply scratched and chipped laminate kitchen countertops at pages 30 and 31. These issues could potentially constitute breaches of the Landlord’s obligation, under the Act, to maintain the unit in a good state of repair and the condition of the parquet floor may pose a safety concern. While these maintenance issues do not affect the Tenant’s ability to keep the unit free from clutter or from food packaging and debris that would attract pest activity, they may affect the Tenant’s ability to clean the surfaces thoroughly to remove food debris.
14. The photos in evidence show steady improvement in the condition and sanitation of the rental unit, lack of food and garbage left out, floors cleaned off, and counters emptied of food and debris. When I compare the photos at page 4 (February 3, 2026) and page 33 (February 23, 2026) of the stove, for example, there is a significant improvement in cleanliness with a lack of spattering and items on the stove top. Pages 23, 36, and 43 show a significant improvement in the living room area from February 3 to February 23, and again May 12, 2026. Items have been put away, there is no food or packaging left out, and floors are visible. Significantly, the most recent pest control report from May 12, 2026 states that the infestation is responding to treatment
15. The substantial interference claimed on the application is based on the Landlord’s claim that a cockroach infestation could not be properly treated due to the condition of the Tenant’s rental unit and that the cockroaches were then able to thrive and spread in the building. The Landlord did not lead evidence to support an allegation that the cockroach issue in the residential complex cannot be treated due to the current state of cleanliness of the Tenant’s unit.
16. I find that the Landlord has not proved, on a balance of probabilities, that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

It is ordered that:

1. The Landlord’s application is dismissed.

June 16, 2026
Date Issued

Margo den Haan
Member, Landlord and Tenant Board

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