



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

File Number: LTB-L-020846-26

In the matter of: 805, 235 REBECCA ST
HAMILTON ON L8R3H4

Between: 235 REBECCA STREET LIMITED Landlord

And

MICHAEL RAMOS Tenant

235 REBECCA STREET LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict MICHAEL RAMOS (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 17, 2026.

Only the Landlord's agent, Aida DaSilva, and the Landlord's legal representative, Lindsay aria, attended the hearing.

As of 9:42 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. Therefore, the tenancy is terminated effective July 4, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On January 7, 2026, the Landlord served the Tenant with an N5 Notice of Termination. The notice alleges the following:
 - A Notice of Entry dated December 24, 2025, was served for bed bug treatment scheduled for December 31, 2025. When pest control technicians attended, the unit had not been properly prepared for treatment.
 - A subsequent Notice of Entry dated January 2, 2026, scheduled treatment for January 7, 2026. Upon attendance, the technicians again determined that the unit was not prepared for treatment.
4. The Tenant did not stop or correct the conduct within seven days of receiving the N5 notice. Accordingly, the Tenant did not void the notice pursuant to s. 64(3) of the *Residential Tenancies Act, 2006* (the "Act").
5. The January 7, 2026, notice was a first, voidable N5 notice. As a result, the Landlord was entitled to serve a second, non-voidable N5 notice pursuant to s. 68 of the Act.
6. On March 4, 2026, the Landlord served the Tenant with a second N5 Notice of Termination alleging:
 - A Notice of Entry dated February 20, 2026, scheduled treatment for February 25, 2026, at which time the unit was again not properly prepared.
 - A further Notice of Entry dated February 27, 2026, scheduled treatment for March 4, 2026, at which time the Tenant refused treatment.
7. The Landlord's agent, Aida DaSilva (AS) provided uncontested evidence that, following the application:
 - On March 11, 2026, the unit was again not prepared for treatment.
 - On April 1 and April 8, 2026, the Tenant was not prepared and declined treatment.
 - On April 15, 2026, the unit remained unprepared.
 - On April 29, May 6, and May 13, 2026, the Tenant posted notes on the door refusing entry and indicating they were sleeping.
8. As a result, the Landlord has been consistently unable to complete necessary pest control treatment for the rental unit. A copy of the pest control report was submitted into evidence.
9. I find that the Tenant's ongoing failure to prepare the unit for treatment, refusal of entry, and obstruction of pest control services constitutes conduct that interferes with the Landlord's lawful rights and obligations to maintain the residential complex.
10. I further find that this conduct has substantially interfered with the Landlord's reasonable enjoyment of the residential complex, including the ability to address pest infestations.

Daily compensation, NSF charges, rent deposit

11. The Tenant was required to pay the Landlord \$4,036.65 in daily compensation for use and occupation of the rental unit for the period from March 25, 2026, to June 17, 2026. The

Landlord's legal representative submitted that as of the date of the hearing the Tenant is not in rent arrears.

12. Based on the monthly rent, the daily compensation is \$47.49. This amount is calculated as follows: \$1,444.60 x 12, divided by 365 days.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,375.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$15.74 is owing to the Tenant for the period from December 1, 2025, to June 17, 2026 for a total credit of \$1,390.74.

Relief from eviction

15. The Landlord seeks termination of the tenancy.
16. The Tenant did not attend the hearing to provide submissions or evidence in support of granting relief from eviction.
17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. The order contains all of the reasons for the decision within it. No further reasons shall be issued.

Conclusion

19. The Landlord owes the Tenant \$1,390.74, the Tenant owes the Landlord \$186.00 after I set these amount off against each other the Landlord shall be required to pay the Tenant \$1,204.74.

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 July 4, 2026.
2. If the unit is not vacated on or before July 4, 2026, then starting July 5, 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 July 5, 2026.
4. The Tenant shall also pay the Landlord compensation of \$47.49 per day for the use of the unit starting June 18, 2026 until the date the Tenant moves out of the unit.

5. The Landlord owes the Tenant \$1,390.74 for the rent deposit and accrued interest.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. After setting off these amounts, the Landlord owes the Tenant \$1,204.74.
8. If the Landlord does not pay the Tenant the amount owing by July 4, 2026, interest shall accrue on the outstanding balance starting July 5, 2026, at a rate of 4.00% per annum, calculated as simple interest.

June 23, 2026
Date Issued

Teresa Hunt
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 January 5, 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.