



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-019882-25

In the matter of: 360, 7280 DARCEL AVE
MISSISSAUGA ON L4T3T7

Between: IMH Pool XX LP Landlord

And

Joseph Conrad Hal Taylor-Brown Tenants
Jannah Nigus Taylor

IMH Pool XX LP (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Conrad Hal Taylor-Brown and Jannah Nigus Taylor (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenant.

This application was heard by videoconference on July 8, 2025.

The Landlord's Legal Representative, Phylcia Thomas, and the Tenants attended the hearing. Srinivas Kethiri testified on behalf of the Landlord.

I have considered all of the evidence presented at the hearing and all of the oral testimony, and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The rental unit is described as a two-story, three-bedroom unit. Although the unit number is 360, the unit is located on the fifth floor of the residential complex.

4. On February 25, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served on March 2, 2025. The notice of termination alleges that between the dates of August 2, 2024 and February 21, 2025, none of the ten scheduled pest control treatments for the unit were fully completed, despite the Tenants being given lawful notice. The pest control company was only able to partially complete one treatment for cockroaches as the Tenants either cancelled all other appointments, denied entry, or did not properly prepare the unit, which prevented treatment from being done. By inhibiting the Landlord from completing the necessary treatments for the unit, the pest problem has consequently spread to other units in the residential complex, creating a greater health and safety risk for other tenants in the building.
5. The Tenants did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The Tenants did not grant access to the unit for treatment during the voiding period, which was from March 3, 2025 to March 9, 2025 inclusive. The Tenants testified they did not allow entry to the unit until March 21, 2025. Therefore, the Tenants did not void the N5 notice of termination in accordance with subsection 64(3) of the Act.
6. At the hearing, the Landlord's Business Manager, Srinivas Kethiri ('SK'), testified that the Landlord's standard practice for pest control is for the effected unit to receive at least three spray treatments, and the neighbouring units to be given gel treatments to minimize the spread of the pest. SK confirmed the details of the N5 notice, stating that no treatments were successfully completed between August 2, 2024 and February 21, 2025, despite being given longer notice than required under section 27 of the Act, due to the Tenants' refusal of entry, cancellation of appointments, or not having prepared the unit properly for treatment. While the parties do not dispute that the pest control company was able to treat parts of the rental unit on December 6, 2024, the treatment was not complete as they were not able to treat the entire unit.
7. SK further testified that the neighbouring units on either side and below the Tenants' unit have been affected by the incomplete treatments and now also have cockroaches. The neighbouring units have also received pest control treatments, but they have not been effective as the perceived source of the issue, the Tenants' unit, remains untreated.
8. The Landlord's Legal Representative stated that the Tenants' lack of cooperation in getting the unit ready for pest treatment and allowing access to the unit has substantially interfered with the Landlord's rights, privileges or interests in maintaining the residential complex in a state compliant with health and safety standards. The cockroaches in the Tenants' unit are also spreading to other units in the residential complex, thereby interfering with other tenants' ability to enjoy their units. If even one tenant within the residential complex does not cooperate with pest treatments, then any treatment effort becomes futile.
9. The Tenants do not dispute that they have refused entry to the unit for pest control treatment; however, they did so out of concern for their elderly mother's health. The Tenants look after their 68-year-old mother who resides with them in the unit. The Tenants are concerned about what effect the chemicals in the pest control spray might have on their mother, as they allege the pest control technician would spray the unit in a haphazard manner. They are also concerned about the chemical spray travelling through the vents into the bedrooms and their mother breathing it in. The Tenants consequently require more

time to make alternate temporary accommodations for their mother or arrange to take her out for the day while the unit is being treated.

10. The Tenants testified that on some occasions they also refused entry to the unit because it was not properly prepared for the treatment. Each time the unit is to be sprayed, the Tenants pack their belongings into containers that are then moved to the centre of the respective room. Given their busy schedules with school and work, and the Landlord only providing them with five days' notice prior to the scheduled treatments, the Tenants have found it quite cumbersome to get the unit ready in time.
11. The Tenants further testified that they are receiving conflicting communications from the Landlord regarding the need for further spray treatments. For example, the Tenants stated that the unit was treated on June 27, 2025, but when the Tenant, Joseph Conrad Hal Taylor-Brown, raised the issue in-person with the Property Manager between July 2-4, 2025, he was told that the pest control company did not need to come back. However, there was no supporting documentary evidence submitted, nor did the Tenants cross-examine the Landlord's witness on this issue when given the opportunity.
12. The Tenants maintained that the source of the cockroach problem is not their unit, but rather an internal structural issue with the building. The Tenants testified they have seen a decrease in the number of cockroaches in the unit recently and are not opposed to the unit being treated; however, they prefer to work with the Landlord more regarding what the treatment plan will look like, arranging treatment dates with greater notice, and being given more information on the possible health effects of the chemical spray being used.

Analysis:

13. Having considered the evidence and submissions before me, I am satisfied on the balance of probabilities that the Tenants have substantially interfered with the reasonable enjoyment of the residential complex or lawful right, privilege, or interest of the Landlord or another tenant. The Tenants do not dispute that there are cockroaches in the unit, or that they have refused entry to the rental unit for pest control treatments, cancelled treatment appointments, or not had the unit ready for treatments when given prior lawful notice.
14. Though the Tenants may be concerned about their elderly mother's health being impacted by the chemical spray used for the treatment, no supporting medical documentation to substantiate the detrimental impact the treatment spray would have on their mother's health was submitted at the hearing. Consequently, the Tenants did not show that there was a medical issue that required accommodation that was communicated to the Landlord who then failed to take steps to adequately accommodate the Tenants' mother. Without sufficient evidence, I am not satisfied this was an adequate reason for the Tenants to deny pest control treatment to the unit.
15. The Tenants also emphasized that they are not given enough time to prepare the unit properly for treatment or make arrangements for their mother to be out of the unit. Subsection 27(1) of the Act requires the Landlord give the Tenants written notice of the intent to enter the unit at least 24 hours beforehand. The N5 notice contains eight notices of entry for treatment dates from August 9, 2024 to February 21, 2025. All notices provided the Tenants with at least 48 hours notice prior to entry. While the 2024 notices ranged between two days to four days notice, the 2025 notices show the Landlord began to give

the Tenants longer notice periods ranging from seven to eight days in length. I acknowledge that although 48 hours is longer than the minimum notice period required by law, it can be difficult to fully prepare a two-story unit for pest control treatment in that amount of time. However, there are at least three occasions from the notices submitted where the Tenants were provided with a week or more to make arrangements and prepare the unit, and the Tenants still either had the treatment appointments cancelled or they did not have the unit prepared in time, despite being given a reasonable amount of time prior to the treatment dates.

16. The Tenants also argued that there has been conflicting communication from the Landlord regarding the frequency and need for further treatments; however, the example given is from four months after the incidents described in the N5 notice, and the Tenants provided no additional dates or supporting documentation to substantiate conflicting communication from the Landlord about the need for further pest control treatments. The Tenants were also given the opportunity to cross-examine the Landlord's witness regarding this issue but did not do so regarding this issue at the hearing.
17. With respect to the issue of the origins of the cockroach problem, regardless of whether the Tenants' unit is the source of the problem, the Tenants have still refused, cancelled, or have not been prepared for the necessary pest control treatments after being given lawful notice of entry. Without access to the unit for treatment, the risk of the cockroaches spreading increased and resulted in the pests being found in the neighbouring units. The Landlord has an interest and obligation to keep the residential complex in a compliant state with health and safety standards. That interest is impeded if the Tenants do not cooperate and allow access to the unit to complete the necessary treatments in full. Consequently, I am satisfied that the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction:

19. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

Mandatory Relief from Eviction:

20. Subsection 83(3) of the Act states:

Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that,

- (a) the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement;

(b) the reason for the application being brought is that the tenant has complained to a governmental authority of the landlord's violation of a law dealing with health, safety, housing or maintenance standards;

(c) the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights;

(d) the reason for the application being brought is that the tenant is a member of a tenants' association or is attempting to organize such an association; or

(e) the reason for the application being brought is that the rental unit is occupied by children and the occupation by the children does not constitute overcrowding. 2006, c. 17, s. 83 (3).

[Emphasis added]

21. The Tenants argued that the reason the Landlord brought the application is because the Tenants have organized a tenants' association, known as the Westwood Abbey Tenant Association, for their residential complex and the neighbouring apartment buildings. The Tenants allege that the Landlord has a history of poor responses to maintenance requests, and they started a tenants' association around 2020/2021 as a way to combat the issue. The Tenants testified that since starting the organization, their fliers have been torn down around the building, and the Landlord is aware of their involvement in the association.
22. The Landlord maintained that the application was brought because the Tenants have repeatedly denied access to the unit on numerous occasions, preventing the Landlord from carrying out the necessary pest control treatments. The Landlord sent the Tenants at least three warning letters attached to the N5 notice about the issue from December 2024 to February 2025, telling them that the Landlord would have to resort to legal action if the Tenants did not allow the pest control treatments to be completed.
23. Based on the evidence and submissions before me, I am not satisfied on the balance of probabilities that eviction must be denied as it amounts to retaliatory actions under section 83(3)(d) of the Act. To be successful under this section, the Tenants must show the application was brought because of a prohibited reason. While the Tenants suspect the Landlord seeks to terminate their tenancy because they started and are active in a tenants' association, no additional documentation or evidence, including supporting witnesses or communications from the Landlord, was submitted to confirm this suspicion. The Landlord also sent several letters to the Tenants specifically addressing the issue of their refusal and/or unpreparedness, informing them that legal action would result if they persisted. The issue persisted, and the Landlord then brought the application. Consequently, I am not satisfied that the Tenants have shown that the Landlord brought the application because the Tenants are involved with a tenants' association.

Other Considerations Regarding Eviction:

24. The Tenants reiterated that they are not opposed to having the unit treated for pests. They would like to work with the Landlord in setting dates for a treatment plan that would outline what kind of treatment is needed, how many appointments are needed to complete the

treatment, and be informed of what health hazards there may be from the chemical spray used so the Tenants can make the necessary arrangements and preparations.

25. The Landlord's Legal Representative stated that the Landlord seeks a conditional order to try and preserve the tenancy and ensure the pest control treatments can be completed.
26. Based on the submissions before me and the parties' willingness to try and preserve the tenancy. I find it reasonable and appropriate to grant relief from eviction subject to the conditions set out below.

It is ordered that:

1. The Landlord's application to terminate the tenancy and evict the Tenants because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant is granted subject to the following conditions.
2. For 12 consecutive months, starting June 30, 2026 through to and including June 29, 2027, the Tenants shall cooperate with the Landlord's efforts to treat the rental unit for pests. Specifically, the Tenants shall permit the Landlord and/or the Landlord's agents to enter the rental unit provided that at least two weeks' written notice has been provided to the Tenants. The Landlord shall provide the Tenants with information regarding the chemicals to be used during the pest control treatment and any health and safety precautions at least one week before the date of treatment. If the Tenants have not responded to the notice of entry within three days of receipt, the Landlord shall be entitled to enter the rental unit for the purpose of treating the rental unit for pests.
3. If the Tenants fail to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before July 10, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 11, 2026 at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Fotoula Hatzantonis
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.