



Order under Section 69 Residential Tenancies Act, 2006

Citation: Logement communautaire d'Ottawa v Therrien, 2026 ONLTB 47455

Date: 2026-06-30

File Number: LTB-L-028243-26

In the matter of: 503, 123 AUGUSTA ST
OTTAWA ON K1N8B7

Between: Logement communautaire d'Ottawa Landlord

And

Gaetan Therrien Tenant

Logement communautaire d'Ottawa (the 'Landlord') applied for an order to terminate the tenancy and evict Gaetan Therrien (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

This application was heard by videoconference on June 15, 2026.

The Landlord's Legal Representative, Gabriel Cormier, and the Landlord's Agent, Brent Chisholm, attended the hearing.

As of 9:13 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 Tenant must vacate the rental unit on or before July 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord served two N5 Notice of Terminations ('N5 Notice') alleging that the Tenant substantially interfered with the reasonable enjoyment or another lawful right,

privilege or interest of the Landlord or another Tenant pursuant to s. 64(1) of the *Residential Tenancies Act, 2006* (the "Act").

The First N5 Notice

4. On October 29, 2025, the Landlord gave the Tenant an N5 notice of termination in person with a date of termination of November 30, 2025. The notice of termination contains the following allegations and are summarized as follows:
 1. That on June 5, 24, and 30, 2025, August 7, 2025, September 9, 2025, and October 14, 2025, pest control attended the rental unit to affect treatment for cockroaches but was unable to as the Tenant either refused entry, or was not present and did not secure their dog, despite giving proper 24 hour notice to the Tenant.
5. In accordance with section 64(3) of the Act, the first N5 Notice is voided if the Tenant does not engage in any further conduct of the type described in the N5 Notice during the 7-day period after the N5 Notice was given to the Tenants. In this case, that 7-day voiding period was October 30, 2025 to November 5, 2025.
6. I am satisfied that the first N5 Notice was properly served and complies with s. 64 of the Act.
7. The evidence before me is that the Tenant voided the first N5 Notice. The Landlord issued a second, non-voidable N5 Notice, and only the allegations identified in the second N5 Notice can be considered as grounds for termination of the tenancy.

The Second N5 Notice

8. On February 26, 2026, the Landlord gave the Tenant a second N5 notice of termination by placing it under the Tenant's door with a date of termination of March 26, 2026. The notice of termination contains the following allegations and are summarized below:
 1. On December 17, 2025, and on February 3, 2026, pest control services attended the rental unit to conduct pest control however were unable to effect the treatment because the Tenant was not present and they were unable to enter because the Tenant's dog was loose in the apartment.
 2. On January 21, 2026, the pest control services attended the rental unit to effect pest control treatment however were unable to due to the Tenant's lack of preparedness as there was an accumulation of clutter in the rental unit.
 3. In all three instances, the Landlord provided proper 24-hour entry.
9. The Landlord's Agent testified that in all three dates as listed in the second N5 Notice, the Landlord provided proper 24-hour notice to the Tenant. The Landlord's Agent testified that they instructed the Tenant should he not be home for the scheduled pest control treatment, to leave his dog in a closed room such as a bedroom or bathroom. The Tenant has a large, aggressive dog and pest control services do not enter any rental unit if a dog is unsecured. On December 17, 2025 and February 3, 2025, the Tenant was not home, but because he did not secure his dog, pest control was unable to effect treatments.

10. The Landlord's Agent submitted into evidence pictures that were taken on the January 21, 2026 visit that showed the rental unit in poor sanitary conditions and showed the rental unit in a state of clutter. The Landlord's Agent testified that pest control services were unable to effect treatment because of the state in which the rental unit was in, despite providing notice to enter the unit and notice on preparing the unit.
11. After the N5 Notice was served, pest control services attended the rental unit on March 3, and 27, 2026, and April 20, and 30, 2026, and May 26, 2026, and despite giving the Tenant the required 24 hour notice of entry, the Tenant was not home or did not answer the door, and because the Tenant's dog was not contained in a separate room, pest control was unable to enter for treatment.
12. The Landlord's Agent testified that by not being able to treat the Tenant's rental unit for pest control, they have been unable to contain the cockroach issue as other rental units surrounding the Tenant's are also experiencing a pest control issue.
13. Based on the uncontested evidence before me, I am satisfied on a balance of probabilities that the conduct of the Tenant by not preparing for pest control services and not allowing access to the rental unit has substantially interfered with the reasonable enjoyment or another lawful right, privilege or interest of the Landlord and the other tenant pursuant to section 64(1) of the Act. Based on the Landlord's Agent testimony, I am satisfied that the Landlord served proper notice to the Tenant and that the Tenant refused entry on December 17, 2025 and February 3, 2026. I am also satisfied based on the testimony from the Landlord's Agent that the Tenant failed to prepare for pest control despite being given proper notice and proper instructions for the January 21, 2026 visit.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

Relief from Eviction

16. The Landlord is requesting eviction, and willing to provide the Tenant 30 days to vacate the rental to give the Tenant time to find a new place. The Landlord states that at no time has the Tenant reached out for any help or services. The Landlord has on site tenant support workers, and they have proactively attended the Tenant's rental unit to try to talk to the Tenant to offer help and assistance and the Tenant refuses any help. The tenant support workers have gone as recently as June 12, 2026, and were met by hostility and the Tenant swore at them and told them to leave. The Landlord's Agent testified that the Tenant has refused entry to the Landlord 48 times when lawful notice was given. The Landlord's Agent indicated that the Tenant has lived there since 2010.
17. The Tenant was not present to provide any evidence towards granting relief from eviction. The Landlord is unaware of any other personal circumstances of the Tenant that I should consider in delaying or denying eviction.
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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. The Tenant must move out of the rental unit on or before 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 to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

June 30, 2026

Date Issued

Paula West Oreskovich

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.