



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

Citation: Minto Apartment Limited Partnership v Khalif, 2023 ONLTB 71636

Date: 2023-11-01

File Number: LTB-L-049415-22

In the matter of: 1446 FISHER AVE
OTTAWA ON K2C1X2

Between: Minto Apartment Limited Partnership Landlord

And

Surat abdile Khalif Tenant

Minto Apartment Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Surat abdile Khalif (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 September 5, 2023.

Only the Landlord's Legal Representative, A. Skelly and the Landlord's Agent, K. Simper attended the hearing.

S. Proulx testified on behalf of the Landlord.

As of 9:30 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 compensation in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On April 26, 2022, the Landlord gave the Tenant a first, voidable N5 notice of termination with a termination date of May 17, 2022. The notice alleges that the Tenant did not properly prepare the unit for pest control treatment. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

4. On August 5, 2022, the Landlord gave the Tenant a second notice of termination with a termination date of August 20, 2022. The allegations contained in the notice are that the Tenant did not properly prepare the unit for pest control.
5. S. Proulx testified on behalf of the Landlord. He is employed by Regionex, a pest control company. He is a licensed technician and supervisor. Pictures of the Tenant's unit were submitted into evidence. He testified that because of the condition of the Tenant's unit, including food debris and clutter, the unit cannot be properly treated for pests.
6. A report from Regionex was submitted into evidence. Specifically, the report states that on July 11, 2022 :

“Unit treated for bedbugs with residual. Live activity seen during treatment on the mattresses and bed frams. Tenants have sanitation issues. Strong smell of garbage in the house and lots of food debris on the floor and bed frames and couch. AS I was treating the couch for bedbugs one of them had lots of roaches hidden inside. Had to move sheets from 2 beds as they did not do it. Tenants are not cleaning their sheets as I found quite a few live ones there. Tenants need to clean up unit. “

7. Because the Tenant's unit is not properly prepared, the Landlord can not get rid of the pest issues.
8. Based on the uncontested evidence before me, I find that the Tenant had substantially interfered with the Landlord's and other tenants' reasonable enjoyment of the residential complex by failing to prepare their unit for pest control treatment.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,955.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$56.67 is owing to the Tenant for the period from January 1, 2021 to September 5, 2023.
11. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

Relief from eviction

12. The Landlord is requesting a standard order. The Landlord's legal representative submits that since the service of the N5 notices, the Tenant has not been co operative with respect to preparing their unit for pest control treatment. The Regionex report submitted into evidence shows that there have been at least 17 attempts after service of the N5 to treat the Tenant's unit and the unit was not properly prepared.
13. 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. The Tenant did not attend the hearing to provide submissions regarding their circumstances or to contest the Landlord's application.

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 November 12, 2023.
2. If the unit is not vacated on or before November 12, 2023, then starting November 13, 2023, 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 November 13, 2023.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before November 12, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 13, 2023 at 7.00% annually on the balance outstanding.

November 1, 2023

Date Issued

Emily Robb

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 May 13, 2024 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.