



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

**Citation:** Starlight Canadian Residential Growth Fund v Baugio, 2023 ONLTB 27075

**Date:** 2023-03-22

**File Number:** LTB-L-012445-22

**In the matter of:** 405, 74 CURLEW DR  
NORTH YORK ON M3A2R3

**Between:** Starlight Canadian Residential Growth Fund Landlord

**And**

Marilyn Baugio Tenant

Starlight Canadian Residential Growth Fund (the 'Landlord') applied for an order to terminate the tenancy and evict Marilyn Baugio (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 January 23, 2023.

Tenzing Tsepek, the Landlord's property manager, and the Landlord's legal representative, Matt Anderson attended the hearing.

As of 10:47 a.m. the Tenant was not present or represented at the hearing

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, an order shall issue terminating the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 16, 2022, the Landlord served the Tenant with a N5 Notice of Termination with a termination date of March 16, 2022. In the notice, the Landlord alleged that on various dates the Landlord has tried to carry out pest control treatment in the unit and the Tenant has not prepared the unit or denied access to the unit.

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4. On a 1<sup>st</sup> N5 Notice of Termination, the Tenant is afforded an opportunity to void the notice by correcting the behaviour or stopping the activity set out in the notice within seven days. In this particular case, the voiding period is from February 17, 2022 to February 23, 2022.
5. It was the evidence of the Landlord that the Tenant did not void the N5 notice. The Landlord indicated that during the voiding period, and specifically on February 22, 2022, the Tenant's unit was not prepared for pest control treatment.
6. The Landlord submitted evidence that the pest control technician attended the unit on February 22, 2022 and the unit was only partially prepared for treatment. The technician treated the areas that were accessible.
7. I find that the Tenant did not void the N5 notice as the unit was not fully prepared for pest control treatment.
8. The Landlord submitted that since August 2021, the Landlord has attempted to have pest control treatment of the unit. On August 24, 2021, the Tenant refused entry and failed to prepare for pest control treatment.
9. On September 7, 2021, the Tenant's unit was only partially prepared, and a full treatment could not be completed. On September 17, 2021, the Tenant's unit was not prepared for a follow up treatment and the Tenant was refusing access to the unit. On September 23, 2021, the unit was not fully prepared and only a partial treatment was completed.
10. In November 2021, the unit was not fully prepared and only partial treatment completed on November 2, and 18. On December 3, 2021 and January 24, 2022, the unit was not prepared and was not treated.
11. Based on the uncontested evidence before me, I find on a balance of probabilities that the Tenant has substantially interfered with the Landlord's and the other tenants' reasonable

enjoyment of the residential complex by not fully preparing the unit for pest control treatment.

12. The Landlord withdrew their claim for compensation for each day the Tenant remained in the unit after the termination date.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. 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.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of April 2, 2023. The Tenant must move out of the rental unit on or before April 2, 2023.

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2. If the unit is not vacated on or before April 2, 2023, then starting April 3, 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 April 3, 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 April 2, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 3, 2023 at 5.00% annually on the balance outstanding.

**March 22, 2023 Date  
Issued**

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Debbie Mosaheb  
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 expires on October 3, 2023 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.