



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

Citation: Peel Housing Corporation o/a Peel Living v Johnston, 2023 ONLTB 13506

Date: 2023-01-04

File Number: LTB-L-010487-22

In the matter of: 910, 10 KNIGHTSBRIDGE RD
BRAMPTON ON L6T5L6

Between: Peel Housing Corporation o/a Peel Living Landlord

And

Ashley Johnston Tenant

Peel Housing Corporation o/a Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Johnston (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 November 3, 2022.

Only the Landlord's representative E. Cheng and the Landlord's agent R. Ragbirsing (RR) attended the hearing.

As of 9:38am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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, conditional relief is granted in accordance with the terms outlined below.
2. The Landlord served a Form N5, with a termination date of January 31, 2022, on the basis the Tenant's behaviour has substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex and/or their lawful rights privileges or interests. This is the second N5 served by the Landlord in 6 months. The first N5 was served on July 2, 2021.
3. The Landlord submits that the Tenant failed to prepare the rental unit for the required pest control treatments.

4. The Tenant was given advanced notice of entry for November 16 and November 23, 2021 so the Landlord's contractor could enter the Tenant's unit and treat all bedbugs.
5. The Landlord's Property Management Office, RR, testified that the Landlord's Bedbug Treatment Preparation Instructions requires the Tenant to empty closets and remove excess clutter. RR testified that the unit was entirely not ready for treatment on November 16, 2021 and the unit was only partially treated on November 23, 2022 due to the rental unit not being prepared for treatment. The Landlord produced pictures from November 23, 2021 showing the unit with considerable clutter, with a full closet, cluttered countertop and boxes, clothing/pillows and various other items throughout.
6. RR testified that given the Tenant's failure to prepare the rental unit for pest control treatment, bed bugs are able to spread throughout the building as a result. I find on a balance of probabilities that the Tenant's behaviour has substantially interfered with the Landlord's lawful rights, privileges, or interests by preventing the Landlord from performing their maintenance obligations and ridding the building of bedbugs.

Section 83

7. Section 83 requires that I consider all the circumstances in the case, including the Tenant's and the Landlord's situations, to determine whether it would be appropriate to delay or deny eviction in the form of section 83 relief. The Landlord is not seeking eviction but requests a conditional order. I find it would not be unfair to deny the eviction and grant conditional relief in accordance with the Landlord's request.

It is ordered that:

1. The Tenant shall adequately prepare the Unit for pest (bed bug) treatment in accordance with the Landlord and or the Landlord's pest control vendor instructions.
2. The Tenant shall permit the Landlord's pest control vendor entry to the Unit, in accordance with the *Residential Tenancies Act, 2006* (the 'Act'), for effective pest treatment to take place.
3. In the event the Tenant and/or Occupants are unable to adequately prepare the Unit for treatment, then the Tenant shall request the Landlord to arrange for assistance with preparing the Unit. The tenant shall be responsible for the reasonable cost of this assistance and reimburse the Landlord, as applicable, within 30 days of receipt of invoice.
4. If the Tenant fails to comply with any of paragraphs 1 through 3 above within one year of the issuance date of this order, the Landlord may apply under section 78 of the Act, within 30 days of the breach, without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

6. If the Tenant does not pay the Landlord the full amount owing on or before January 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 16, 2023 at 4.00% annually on the balance outstanding.

January 4, 2023

Date Issued

Peter Nicholson

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.