



Order under Section 30 Residential Tenancies Act, 2006

Citation: Thiebert v VJ Property Inc, 2026 ONLTB 462

Date: 2026-01-07

File Number: LTB-T-067787-23

In the matter of: 902, 70 East Street
Sault Ste. Marie Ontario P6A6M1

Between: Brooklyn Thiebert Tenant

And

VJ Property Inc Landlords
TK Property Management

Brooklyn Thiebert (the 'Tenant') applied for an order determining that VJ Property Inc and TK Property Management (the 'Landlords') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

Brooklyn Thiebert (the 'Tenant') also applied for an order determining that VJ Property Inc and TK Property Management (the 'Landlords'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on July 28, 2025.

The Landlord's Agent for VJ Property Inc Tania May attended the hearing.

The Landlord's Agent for TK Property Management Roger Kanthien attended the hearing.

The Tenant attended the hearing and spoke with duty counsel prior to the hearing. and the Tenant attended the hearing.

Determinations:

1. At the outset of the hearing, the Landlord's consented to the Tenant's request to amend the application. Therefore the hearing proceeded on the amended applications.
2. The Tenant advised that they had vacated the rental unit on June 24, 2025.

3. The Board explained the Board's jurisdiction as set out in section 29(2) of the Act, that limits jurisdiction to a one-year limitation period. These means that even if the issues are more than a year old from the date of the application, the Board could not order a remedy beyond the one year limitation period. See also *Toronto Community Housing Corporation v. Allan Vlahovich*, 2010 ONSC 1686 (CanLII).
4. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.

T6 application

5. The Tenant testified regarding maintenance issues.
6. Bedbugs. The Tenant stated that they reported bedbugs to the Landlord on April 24, 2023. The Landlord sprayed on May 23, 2023 and again on June 6, 19 and 29, 2023. They stated that they had been advised to put items outside on the balcony and that those items were damaged by rain and cigarette butts. As a result many items of sentimental value had to be thrown away.
7. Stove vents. The Tenant stated that when they first moved in, the stove vents were working intermittently. They reported the issue to the Landlord on June 29, 2023 and that within a few days the issue had been resolved.
8. Bathroom vent. The Tenant stated that around June 29, 2023 that the Landlord replaced the bathroom vent with a used vent.

T2 Application

9. Substantial interference. The Tenant stated that another tenant was playing loud music all day and hours of the night till 3 a.m. They also stated that another tenant had accused them of putting bedbugs in the laundry, in front of other tenants and this was embarrassing.
10. The Tenant stated that they contacted the police on August 28, 2023 because they did not have any contact information for the Landlord. They stated that they did advise someone from the Landlord, could not recall who that was. The police said they spoke with Tania May.
11. The Landlords did not cross-examine the Tenant.
12. The Landlord Tania May testified. They stated that the Landlord VJ Property Inc. (VJ) have maintenance forms that were used until July 2024 and that TK Property Management (TK) did not use any.
13. Re, the bedbugs, they testified that the Tenant was advised to leave things outside till all treatments were complete. They stated that the things were left out on the balcony from May to September 2023. They do not know if they were properly packed. They stated that they have no control over cigarette butts falling onto the balcony because it is a 17 story building. They stated that the Tenant had a severe bed-bug problem and that it was never treated properly. They stated that the unit was never properly prepared for treatment

because the Tenant did not move the contents at least 12 inches away from the wall. See photos taken by the pest control company at DOC-6071897 at pages 11-13. Pest control preparations are found at page 14.

14. Re the vents, they state that these issues are moot since the Tenant did a move-in inspection.
15. Re the loss of items of sentimental value they stated that the Tenant was responsible for having appropriate tenant insurance; and that they had no documentation of insurance coverage or value of loss.
16. Re the loud music they stated that they had no record of any complaints.
17. Re tenant confrontations, they recalled being advised of it, however they denied that the police had ever spoken to them about it.
18. The Landlord Roger Kanthien testified. They, TK, took over property management in August 2024. They have no other knowledge of this property. They confirmed that Tania May is also employed by them.
19. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit.
20. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
21. In this case, the vents appeared to have been repaired in a timely manner. A Landlord must be given reasonable time to complete repairs and in this case appears to have been completed within a reasonable period. Although the Tenant may disagree with the use of "used" parts to complete repairs, that fact is the vents were repaired and there does not appear to have been any issues thereafter.
22. Re the bedbug treatment. I note from the instructions referred to above, they state that "treatment will be compromised" if areas are not prepared properly. In this case the photos show that the unit was not prepared according to those instructions. The Tenant in effect, contributed to the number of treatments needed. As a result, I am satisfied that the treatments were done in a timely manner. There was no evidence before me, that there continued to be a bed-bug problem after the treatments were completed in June 2023.
23. I am not satisfied on a balance of probabilities that the Tenant has proven the substantial interference allegations. The only evidence was the testimony of the Tenant. The Landlord's denied any knowledge of the allegations. A balance of probabilities requires clear and cogent evidence of at least 51%. Where, as in this case, there is conflicting testimony, in the absence of some other documentation, in effect resulting in a split 50-50 balance the applicant fails.
24. Therefore the Tenants applications shall be dismissed.

It is ordered that:

1. The Tenants applications are dismissed.

January 7, 2026
Date Issued

Robert Patchett
Vice Chair, 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.