



Order under Subsection 30 Residential Tenancies Act, 2006

Citation: DSOUZA v SALAS, 2025 ONLTB 75987

Date: 2026-01-06

File Number: LTB-T-090724-24

In the matter of: 4124 BISHOPSTOKE LANE
MISSISSAUGA ON L4Z1M5

Between: Sean Peter Dsouza Tenants
Maurice Richard

And

Gerardo Salas Landlords
Carmen Salas

Sean Peter Dsouza and Maurice Richard (the 'Tenants') applied for an order determining that Gerardo Salas and Carmen Salas (the 'Landlords') failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on September 24, 2025.

The Landlords' legal representative Hardik Panchal, the Landlords, Landlord support Maria Iammatteo (their daughter) and the Tenant Sean Peter Dsouza attended the hearing. The Tenant declined to speak with Tenant Duty Counsel.

Determinations:

1. The application contains many allegations that fall outside the one year limitations period found in section 29(2) of the *Residential Tenancies Act, 2006* (the "Act") and these cannot be considered. The application also contains allegations that are not maintenance concerns. At the hearing, the Tenant stated that he wished to proceed only with the claim that the Landlords failed to address the issue of mice in the rental unit.
2. There was no dispute that there were mice in the rental unit and the Landlords were aware for either one or two months prior to the Tenant vacating the rental unit.
3. As explained below, I am not satisfied that the Landlords failed to meet their obligations under subsection 20(1) of the Act to maintain the rental unit and did not fail to comply with maintenance standards. Therefore, the application is dismissed.
4. Section 46 of O.Reg. 517/06 states:

- (1) A residential complex shall be kept reasonably free of rodents, vermin and insects.
 - (2) The methods used for exterminating rodents and insects shall be in accordance with applicable municipal or provincial law.
 - (3) Openings and holes in a building containing one or more rental units shall be screened or sealed to prevent the entry of rodents, vermin, insects and other pests.
5. 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.
 6. It is uncontested that there were mice in the rental unit and there is no allegation that the Landlords' response was not timely. The Tenant submits that the Landlords did not do enough to address the problem. The date that the Tenant reported the issue to the Landlords is contested and is central to the determination of whether the Landlords' response was reasonable.
 7. In this case, I find that although there were mice in the rental unit, the Landlords' response to the issue once informed was both timely and reasonable. A landlord cannot be faulted for failure to respond to an issue before it is made aware of the issue.
 8. The Tenant resided in the rental unit from July 1, 2023 until August 31, 2024. The Tenant clarified at the hearing that he was already living in new accommodations by August 24, 2024 but still had possessions in the rental complex. The application was filed on November 5, 2024.
 9. The Tenant testified that in late November or early December 2023, they found mice in the rental unit and tried to use glue traps and other traps to manage the issue. He stated that he first verbally informed the Landlord Gerardo Salas of the issue on June 26, 2024, and the Landlord said that he would get mousetraps but did not. The Tenant was unsure but thought it was the second week of August 2024 that the Landlord then boarded up the perimeter of the deck in an attempt to exclude mice. In the Tenant's opinion, the Landlord "didn't do a proper job."
 10. In cross-examination, the Landlords' legal representative suggested that the Tenant's application was correct and that the Tenant first informed the Landlords of the problem in July 2024, rather than June 26 as the Tenant testified. The Tenant maintained that he spoke with the Landlord on June 26, 2024 to inform him about the mice.
 11. The Landlord Geraldo Salas testified that the Tenant first told him about the mice in late July 2024. When he became aware of the problem, he brought traps and steel wool to put into crevices to exclude the mice. The Tenant told him not to bring traps because they had them. The Landlord stated that he set up pest control professionals to come to the unit, but

no one was home so they couldn't enter because he did not serve a notice of entry. Pest control attended the unit on August 26, 2024. The Landlord testified that there are no mice in the unit now and submitted a declaration from the tenants that moved in on September 1, 2024 that there are no mouse or pest issues (DOC 6399969).

12. In cross-examination, the Landlord stated that there was never any serious complaint about the mice and when he offered traps, the Tenant said they had them. He blocked the holes where mice could enter, and if there was any maintenance complaint, he fixed the problem.
13. The parties agree that the Landlord boarded up the deck in August in response to the complaint. The Tenant did not adduce evidence to support his claim that the Landlord did not board up the deck to exclude mice "correctly." The Tenant did not dispute the Landlord's claim that he called professional pest control who attended August 26, 2024 when he was no longer residing in the unit but had possessions there.
14. If I accept the Tenant's evidence about when he reported the issue to the Landlords, there was a problem with mice for two months that the Landlords were aware of, during which the Landlords took the above-noted action. If I accept the Landlords' evidence, they were aware of a problem for approximately one month before the Tenant moved out.
15. The Landlord's testimony was specific and unwavering that it was July 25, 2024 when the Tenant first informed him of the mice and then he took action to resolve the issue.
16. I give little weight to the declaration submitted by the Landlords' new tenants that there are currently no pests and that the Landlords are responsive to maintenance concerns. The declarants were not present at the hearing for cross-examination. The declaration does, however, have some limited value in that it supports the Landlord's testimony that he attends to maintenance complaints. It also supports the logical conclusion that the Landlords would wish to have a pest-free rental unit and made efforts to make it so.
17. The Tenant's application states that he reported the mice in "July." This is not consistent with his testimony at the hearing that he notified that Landlords on June 26, 2024. It makes sense that the Tenant's recollection of events would be clearer two months after he moved out (when he filed the application) than on the date of the hearing (one year after filing the application.) The Tenant's testimony was not supported by any other evidence. Because of this inconsistency, I give less weight to the Tenant's testimony than to that of the Landlord.
18. I find, on a balance of probabilities, that it is more likely that the Tenant informed the Landlords of the issue in late July as the Landlord testified. This means that the Landlords had one month to address the issue of mice before the Tenant vacated the unit.
19. Given the one-month time frame and uncontested evidence about the actions taken by the Landlords to address the Tenant's complaints about mice, I am satisfied that the Landlords took appropriate steps to deal with the issue as reported by the Tenants. Accordingly, I am not satisfied that the Landlords have breached their obligation under s.20 of the Act to maintain the rental unit in a good state of repair.

20. The Tenant's application must therefore be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

January 6, 2026
Date Issued

Margo den Haan
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.