Order under Subsection 30
Residential Tenancies Act, 2006

File Number: LTB-T-102310-24; LTB-T-084355-24

File Number: LTB-T-102310-24	**T2**	
In the matter of:	397 GLENDALE AVE ST CATHARINES ON L2T1C5	
Between:	Jacob Schuknecht Tori Rutherford	Tenants
	And	
	Radar Property Management Inc.	Landlord

Jacob Schuknecht and Tori Rutherford (the 'Tenants') applied for an order determining that Radar Property Management Inc. (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.

File Number: LTB-T-084355-24	**T6**	
In the matter of:	397 GLENDALE AVE ST CATHARINES ON L2T1C5	
Between:	Jacob Schuknecht Tori Rutherford	Tenants
	And	
	Radar Property Management Inc.	Landlord

Jacob Schuknecht and Tori Rutherford (the 'Tenants') applied for an order determining that Radar Property Management Inc.(the 'Landlord') 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.

These applications were combined by Order of the Board and were heard by videoconference on September 10, 2025.

The Landlord, represented by C. Blanco, a senior employee of the Landlord, and the Tenants attended the hearing. I enquired as to ownership of the rental unit. Ms. Blanco advised that Radar Property Management Inc. was not the owner of the rental unit but acted as the landlord within the meaning of the Act and did not dispute that Radar Property Management Inc. was appropriately named as the respondent on these applications. The Tenants did not seek any amendment to the applications to add any other parties.

Determinations:

1. As explained below, the Tenants proved on a balance of probabilities the allegations contained in the applications that the Landlord failed to address an infestation of the rental unit by rodent, namely racoons**.**

2. Therefore, the Landlord must pay the Tenants the sum of $7,568.39**.**

3. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Residential Tenancies Act (the "Act") to repair the rental unit.

4. 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.

5. The Tenants moved into the rental unit on December 1, 2018 and moved out on November 30, 2024. The T6 application was commenced on October 15, 2024. The T2 application was commenced on December 12, 2024.

6. The Tenants first notified the Landlord that there were racoons in the attic on February 12, 2024 by email. This concerned the Tenants as they had an 8-month old child and we were concerned about the loud noises of scratching in the attic, as well as the health risks of having wild animals in their home and a newborn with no immune system.

7. After follow up contact to the Landlord, the Tenants received an email from the Landlord on May 6, 2024, three months after their initial notice of the rodent infestation, that the Landlord had contacted a pest control contractor. Despite follow up emails and calls to the Landlord, the Landlord did not send a pest control service to the rental unit until July 22, 2024, five months after the initial notice. The pest control service recommended remediation steps and sent a quote to Landlord for approval. After the inspection July 22, 2024, the Tenants followed up with the Landlord on July 29, 2024, August 1, 2024 and August 6, 2024. The Landlord approved the quotation in part and on August 14, 2024 Skedaddle completed the work they were authorized to perform - they sealed the existing entry point but not any other potential entry points for rodents.

8. The Tenants state that the Skedaddle agent informed them that the insulation in the attic was ruined and was covered with rat and raccoon feces. The Tenants were told that the insulation needed to be repaired immediately. The Tenants stated they did not personally inspect the insulation and relied on the representative of Skedaddle for this information.

9. After this repair, the rental unit was free of racoons for about two weeks. The racoon then returned through a new entry point. The Tenants notified the Landlord on September 3,

2024 about the return of the raccoons, and the Landlord arranged for Skedaddle return on September 5, 2024 to investigate. Skedaddle advised the Tenants that the raccoons made a new entry point and that their initial quote would have sealed that entry point but they were not approved to deal with it previously. The Tenants stated that Skedaddle then sent a new quote to the Landlord for approval to seal this new entry point.

10. The Tenants followed up by email with the Landlord on September 13, 2024 as Skedaddle had not attended to seal the new entry point. As the Tenants were not satisfied with the pace at which the Landlord was proceeding to address the rodent infestation, the Tenants sent a N9 form on September 30, 2024 to end their tenancy effective November 30, 2024 as they were not prepared to live in a home with infested by rodents when the Landlord was not addressing the issue.

11. The Landlord responded the N9 notification immediately.

12. On October 16, 2024, the Landlord came to the rental unit to show the unit to a prospective tenant. The Tenants stated that the Landlord's agent apologized for the presence of the raccoons, acknowledging that they were aware of the problem and had done nothing about it.

13. The Landlord had taken no additional steps to address the rodent infestation by the time the Tenants moved out of the rental unit on November 30, 2024.

14. In summary, the Landlord was advised of the rodent infestation on February 12, 2024, performed a repair on August 14, 2024, 6 months later, were advised of a second infestation on September 3, 2024 and did nothing for to remediate this infestation for three months until the Tenants moved out.

15. The Tenants described the effects the pest infestation had on them. They had a newborn child living in a home infested with rats and racoons and were concerned for their health, particularly the health of their child. The rodents were in the attic above their bedroom and their movements created noise which made it difficult to sleep. The Tenants stated that the lack of sleep was to the point of exhaustion but there was no lost time from work. The Tenants told the Landlord that the noise from the rodents was impacting their ability to sleep. They were also concerned with the cost of heating the rental unit for which they were responsible under the lease, following the advice from Skedaddle that the insulation in the attic had been destroyed.

16. The Tenants stated they had no wish to move and left only because of the rodent infestation of their home. The Tenants stated that they even agreed to an above guideline rent increase from $1,775.00 to $2,000 per month in the fall of 2023 as they did not want to move.

17. Ms. Blanco testified for the Landlord. She offered no credible explanation for the Landlord's failure to address the rodent infestation, nor did she dispute the dates of the communications between the Tenants, the Landlord and Skedaddle. It appeared to me that Ms. Blanco was under the impression that once she had dispatched other staff of the Landlord to address the issue on February 12, 2024, that that was sufficient to address the

problem. She stated that, until the communication from the Tenants on September 13, 2024, she thought the issue had been addressed. Ms. Blanco stated that she was not in the maintenance department at the Landlord, as if that somehow excused the Landlord from performance of its obligations under the Act.

18. No other employees and no one from Skedaddle testified. Ms. Blanco stated that the Landlord was getting quotes from multiple service providers and was further delayed by the fact that approval of the quotes was needed from the owners of the rental unit and that the owners were slow in responding. I note that Ms. Blanco acknowledged that Radar Property Management Inc. was a landlord and so bears all of the responsibility of a landlord on a joint and several basis, and it is no excuse for one landlord to blame delays on another.

<u>Remedies</u>

1. In their T6 application, filed before the Tenants vacated the rental unit but after they had delivered their N9 notice of termination, the Tenants claimed $10,000 for excess heating costs and abatement of rent of 50% for a period of 9 months and also requested that the Landlord be ordered to perform remedial work.

2. In their T2 application, filed after the Tenants vacated the rental unit, the Tenants repeated the claim for $10,000 and also requested that the Landlord pay the differential in rent at their new residence of $1,052 per month for a period of one year. The Tenants also claimed moving expenses of $1,822.39. The invoice from Bob the Mover states that the invoice amount is $1,472.39 and provided for a “tip” of $150. The remaining discrepancy between the invoice and the claim for $1,822.39 was not explained.

3. At the hearing, the Tenants acknowledged that the claim for $10,000 in the T2 and T6 applications was a duplication and their intention was not to claim $10,000 on each application. No evidence was led at the hearing with respect to the rent differential nor was that claim argued for in the Tenants’ submissions.

4. I find that an abatement of 40% of the Tenants’ rent for a period of 7 and one half months is appropriate. The Tenants clearly described both their communications with the Landlord and their concerns with the rodent infestation and the effect it was having on their enjoyment of their tenancy. The ability to sleep soundly and safely in the rental unit is an important element of the tenancy of which the Tenants were largely deprived. I have reduced the period of abatement of 9 months claimed by the Tenant as the Landlord should be allowed a reasonable period of time for response to the Tenants’ complaint, and as the infestation was remediated for a period of two weeks. Therefore, I find that a rent abatement of $6,000 ($2,000 x 40% x 7.5) is appropriate in the circumstances. I am not making a separate award for additional heating costs. The Tenants offered no evidence as to how a cost differential between their actual costs and the costs which would have been incurred had the attic been properly insulated could be calculated, and the quantification of a specific differential is a matter of speculation.

5. The Landlord is also ordered to pay the Tenants moving expenses of $1,472.39. I am satisfied that the sole reason for the Tenants' move out was the pest infestation and the Landlord's inaction in addressing the issue, and that the Tenants' moving out was a reasonable response to the Landlord's inaction.

6. The Tenants are also entitled to the filing fees for the T2 and T6 applications.

It is ordered that:

1. The Landlord shall pay the Tenants is $7,568.39. This amount represents:

    - $6,000 for a rent abatement.
    - $1,472.39 for moving costs.
    - $96.00 for the cost of filing the applications.

2. The Landlord shall pay the Tenants the full amount owing by January 31, 2026.

3. If the Landlord does not pay the Tenants the full amount owing by January 31, 2026, the Landlord will owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Jack Jamieson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.