



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-041795-24-RV

In the matter of: FULL HOUSE, 34 DEANS DR
SCARBOROUGH ON M1L0J4

Between: Mohammad Aslam Landlord

And

Alena Simonicova Tenant

Review Order

Mohammad Aslam (the 'Landlord') applied for an order to terminate the tenancy and evict Alena Simonicova (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-041795-24 issued on October 15, 2025.

On October 28, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 29, 2025, interim order LTB-L-041795-24-RV-IN was issued, staying the order issued on October 15, 2025.

On December 3, 2025, interim order LTB-L-041795-24-RV-IN2 was issued, granting the review and directing the application be reheard.

This application was reheard by videoconference on November 24, 2025 and December 22, 2025.

The Landlord's Legal Representative, K. Mohammad, the Landlord, and the Tenant attended the hearing. The Tenant was supported by Anna Loduca (EPIC), and Diana Simonicova (Tenant's daughter). Thomas Vykoukal interpreted between English and Slovak for the Tenant.

Determinations:

1. This application was adjourned from November 24, 2025 to address the Tenant's issues raised pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act').

2. Interim order, LTB-L-041795-24-RV-IN2, issued on December 3, 2025 found that the rent arrears owing to November 30, 2025 were \$8,895.00. That order directed the Tenant to pay the accruing rent plus \$150.00 (proposed by the Tenant as a repayment plan for the arrears) on or before the 1st day of each month until this matter is resolved.
3. There was no dispute that the Tenant paid \$3,997.50 representing the lawful rent for December 2025 to the Landlord on December 1, 2025. The Landlord stated that the Tenant paid this amount directly to him as she has removed her direct payment from ODSP.
4. The Tenant did not pay the additional \$150.00 to the Landlord, however she stated that she did offer to pay this amount to him on December 16, 2025. The condition in the interim order issued was for the additional \$150.00 to be paid with the rent on the 1st day of each month. Given that this was not done, I am satisfied that the Tenant did not comply with the directions in the interim order.
5. Additionally, I find that the rent arrears owing to December 31, 2025 remain \$8,895.00.

Section 82 Issues

6. Section 82 of the Act provides that at a hearing of a landlord's application for non-payment of rent, a tenant is permitted to raise any issue that could be the subject of an application made by the tenant under this Act provided they follow the requirements of this section. I was satisfied that the Tenant has complied with section 82 of the Act to have her issues addressed at this hearing.
7. At the hearing, the Tenant alleged that the Landlord breached subsection 20(1) of the Act by failing to maintain the rental unit in a good state of repair and fit for habitation due to issues with bed bugs, cockroaches, and mice.
8. Subsection 20(1) of the Act provides:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.
9. In [Onyskiw v. CJM Property Management Ltd.](#), 2016 ONCA 477 ('Onyskiw') 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.
10. Both parties had uploaded supporting evidence to the Tribunals Ontario Portal less than 7 days before this hearing but failed to provide each other copies of this supporting evidence. Rule 19.1 of the *Landlord and Tenant Board's Rules of Procedure* (the 'Rules') states:

Unless the LTB has directed or ordered otherwise, all parties to a matter that has been scheduled for a CMH or a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon at least 7 days before the CMH or hearing. The evidence must be provided to the other parties using one of the methods of service identified in the RTA or Rule 3.

11. Rule 19.7 of the Rules provides that a party who fails to comply with Rule 19 or an order or direction for disclosure may not rely on the evidence that was not disclosed as directed or ordered. Since neither the Landlord nor the Tenant disclosed their supporting evidence to the other, neither party can rely on this evidence at the hearing.

Bed Bugs

12. The Tenant stated that she found out there were bed bugs in the rental unit in September 2022 and she did not know what to do as she had no experience with this issue. She also stated that she immediately notified the Landlord who responded that she had probably brought them into the unit and that she should call someone to spray. She stated that when she called around, it would cost \$2,000.00 for a spray so she went to social services who advised her that it was the Landlord's responsibility. She confirmed that the Landlord had the rental unit sprayed in January or February 2023 but requested her to pay the cost of \$680.00.
13. The Tenant also stated that she went to social services again and was told to not pay anything to the Landlord for this issue. She stated that as a result of the bed bugs they had to throw out their entire furniture from all three rooms, including their mattresses. She confirmed social services assisted her with replacing some items by giving her \$3,000.00.
14. The Tenant further stated that the bed bug issue continued and that public health attended to see how they were preparing the unit and determined that the unit was properly ready for spraying. The Tenant maintained that despite the Landlord spraying a total of seven times the issue remains unresolved. She stated that the workers advised her that the floors and baseboards must be replaced as this is the root cause of the issue. She submitted that the Landlord is reluctant to do anything more.
15. Under cross-examination, the Tenant confirmed that the tenancy began in December 2022. The Tenant also confirmed that she filed an application, LTB-T-041206-24, alleging that the Landlord failed to maintain the rental unit due to bed bugs but failed to attend the hearing of that application and it was dismissed because at the time she did not receive the notice of hearing.
16. The Landlord stated that he purchased the rental unit in 2019 brand new and that the tenancy commenced in December 2022. He stated that the unit was first sprayed on February 13, 2023 because when the Tenant reported the issue in December she requested that the Landlord wait until after Christmas. He also stated that the unit was sprayed seven more times on the following dates: February 27, 2023, August 1, 2023, February 21, 2024, June 12, 2024, June 19, 2024, August 23, 2024 and December 21, 2025. He stated that after each spray he gave the receipt to the Tenant because she asked for it as she wanted to give it to Ontario Works to get some money.

17. The Landlord also stated that he recently removed the baseboards and redid the caulking throughout the house. He stated that in June 2024, when he asked for a public health officer to come and inspect the unit, they also suggested that he re-caulk around the house, which he did. The Landlord further stated that at the moment there may be bed bugs coming out because of the latest spray and that pest control technician directed the Tenant to make sure to vacuum them up. As well, he stated that the pest control technician told him that the Tenant simply puts their clothes/cloths on the balcony and then brings them back inside but they are supposed to be washed and dried before they come back into the unit. He also stated that the pest control technician has told him that the Tenant is still using their old mattresses with not protective covers.
18. When questioned about the time between the sprayings, the Landlord stated that the Tenant never complained during those times and it was only after a few months that she would report seeing bed bugs again so he would schedule a spray. He maintained that whenever the Tenant complained about this issue he had the unit sprayed.
19. Under cross-examination, the Landlord confirmed that there were other tenants in the unit between the time he purchased the unit and the Tenant moving into the unit.
20. The Divisional Court in *Onyskiw* cited *Stephos Management Services v. McGregor*, [1993] O.J. No. 1179, (Gen Div), which found that:

While it is beyond dispute that the responsibility to rid the premises of cockroaches rests on the landlord, the problem is an interesting one since it is not likely to be caused by any actions of a landlord unless he or she is also an inhabitant of the building in question. On the other hand, the tenants can be and are often the source of the problem...A finding that a landlord not only has responsibility to attend to a problem, the existence of which is out of his control, but that he is automatically in breach of his statutory obligations the moment the problem does arise defies common sense and is grossly unfair."

21. While I accept that having bed bugs is unfortunate and their effective treatment has a significant impact on the Tenant and her occupants of the rental unit, in this case there was no evidence before me that the Landlord caused the bed bugs in the unit. Bed bugs can be inadvertently brought into a home by anyone attending the premises. Given this and in accordance with the Divisional Court finding in *Onyskiw* the mere existence of bed bugs in the rental unit does not make the Landlord in breach of their maintenance obligations pursuant to subsection 20(1) of the Act.
22. When taking a contextual approach to this issue as required by *Onyskiw*, I was satisfied that the Landlord responded to the Tenant's complaints, contacted a pest control company to treat the issue, caulked the baseboards twice, and involved the Public Health Office for additional recommendations in attempts to resolve this issue.
23. The evidence before me was insufficient to determine when and how many times the Tenant complained about this issue to the Landlord despite her assertions that the issue has continued for three years. The Tenant commenced her evidence by stating that the issue started in September 2022, yet this tenancy only commenced in December 2022.

This may have just been an error, but in any event, the Tenant did not testify to specific dates she reported the issue to the Landlord over the period of three years as asserted.

24. The treatment for bed bugs is a cooperative effort. Besides the Tenant being required to properly prepare the unit, she must also follow up with the Landlord after treatments if the problem persists. The Tenant's evidence was insufficient to show that she continually followed up with the Landlord reporting this issue.
25. There was no dispute that the Tenant filed a maintenance application at the LTB regarding this same issue, LTB-T-041206-24, on May 29, 2024, but did not show up to the hearing or follow up with the decision issued on April 30, 2025 dismissing the application as abandoned. Given this, I find it more likely than not that the issue with the bed bugs was not ongoing otherwise why would the Tenant not follow up with her own application for this issue over the period of almost one year.
26. Therefore, I was satisfied that the issue of bed bugs at the rental unit was most likely sporadic over the time period referenced by the Tenant, thus supporting the evidence that the Tenant only periodically complained of this issue. Consequently, based on the evidence before me, I was satisfied that the Landlord responded to this issue when the Tenant reported it and would believe it to be resolved at the time as the Tenant would only complain again months later. In these circumstances, I find that the Landlord's response was reasonable and effective at the time and in accordance with *Onyskiw* he did not breach subsection 20(1) of the Act..
27. At the hearing, the Tenant maintained that there is currently a bed bug issue in the unit. The Landlord also acknowledged recently having the unit sprayed and doing some work to the baseboards and caulking. The Landlord shall continue to treat the unit for this current report of bed bugs until it is resolved as per his maintenance obligations under the Act.

Cockroaches

28. The Tenant did not provide any specific evidence on this issue other than to say that after the most recent spraying there are no more cockroaches. Given this, I was satisfied that the Landlord's response to this issue was effective and therefore reasonable in the circumstances. Consequently, in accordance with *Onyskiw*, I was not satisfied that the Landlord breached subsection 20(1) of the Act.

Mice

29. The Tenant stated that when it comes to the mice issue although reported in 2024, it was only resolved recently and they had to suffer through that issue too. She also stated that the Landlord blamed them by saying you probably let them in from the balcony. She confirmed that the Landlord brought traps and special glue tape, but that she was responsible for setting and cleaning. She stated that the Landlord provided approximately 8 traps but they were useless. She confirmed that workers did block holes and apply special device to kill them.
30. The evidence before me was insufficient to determine when this issue was reported to the Landlord. The Tenant's evidence confirms that the Landlord acted upon this issue by

providing traps, glue tapes, and having holes blocked at the rental unit. The Tenant also confirmed that the issue is now resolved. Given this, I was satisfied that the Landlord's response to this issue was effective and therefore reasonable in the circumstances. Consequently, in accordance with *Onyskiw*, I was not satisfied that the Landlord breached subsection 20(1) of the Act.

31. Without finding that the Landlord breached the Act, the Tenant is not entitled to any remedy.

Costs, last month's rent deposit, and interest owing on last month's rent deposit

32. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
33. The Landlord collected a rent deposit of \$3,900.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
34. Interest on the rent deposit, in the amount of \$290.10 is owing to the Tenant for the period from January 1, 2023 to December 22, 2025.

Relief From Eviction

35. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.
36. The Landlord stated that the mortgage on this property is high and the Tenant being in rent arrears does not assist him with his financial obligations. He stated that the Tenant is also behind in the utility bills and that the City of Toronto advised that the utility arrears will go on his property taxes this month. He also stated that at the moment he is not working full-time, has financial stress, supports his family, plus his mother-in-law and brother-in-law. He further stated that he cannot wait the time period it would take to repay the rent arrears at only \$150.00 per month. The Landlord's Legal Representative requested a standard eleven day order that allows the Tenant to pay the rent arrears in full or vacate the unit.
37. The Tenant stated that she has ten children, varying in ages from 13 to 25 years old. She also stated that she resides in the rental unit with her husband and seven of those children. She confirmed that her income is from ODSP, one of her son's also receives ODSP, and she receives CCB for some of her children. She stated that she has health issues, suffers from depression, anxiety, and panic attacks. She stated that she also has financial stress from the bed bug issue as she has not received any extra money from social services since the one time in 2023. She also requested a reduction as she believes she pays too much for this unit.
38. She proposed paying the rent arrears found to be owing in monthly installments of \$150.00 as that is all she can afford and that EPIC may assist with paying the rent arrears. She also stated that her best solution is to move out and is in the process of finding suitable

accommodations. She was not sure how long it would take and suggested it could be the next day or the next month.

39. The rent arrears remain significant at \$8,895.00, which is almost doubled since this application was filed in May 2024 claiming \$4,800.00. The Tenant has not made any payments towards the rent arrears and failed to comply with the terms of the interim order to pay \$150.00 as proposed by her. In these circumstances, I find that it would be unfair to grant a repayment plan.
40. However, given that the Landlord is holding a last month's rent, the number of people that are impacted including some minors, and the Tenant's stated circumstances, I find that it would not be unfair to delay the eviction until the end of January 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$13,078.50 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,784.64. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$131.42 per day for the use of the unit starting December 23, 2025 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 February 1, 2026.

10. The Landlord shall continue to treat the rental unit for bed bugs until the issue is resolved.

January 7, 2026
Date Issued

Lisa Del Vecchio
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 August 1, 2026 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$84,067.50
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$71,175.00
Total the Tenant must pay to continue the tenancy	\$13,078.50

A. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$78,963.74
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$71,175.00
Less the amount of the last month's rent deposit	- \$3,900.00
Less the amount of the interest on the last month's rent deposit	- \$290.10
Total amount owing to the Landlord	\$3,784.64
Plus daily compensation owing for each day of occupation starting December 23, 2025	\$131.42 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	