



Order under Section 30 Residential Tenancies Act, 2006

Citation: Boudreau v CIP308 Randolph Inc.; Marda Management Inc., 2026 ONLTB 1982

Date: 2026-01-09

File Number: LTB-T-039799-22

In the matter of: Apartment 207, 308 Randolph Ave
Windsor ON N9B2T4

Between: Gia Marie Boudreau

Tenant

JAN 09, 2026

And

CIP308 Randolph Inc.
Marda Management Inc.

Landlords

Gia Marie Boudreau (the 'Tenant') applied for an order determining that CIP308 Randolph Inc. and Marda Management Inc. (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.

The merits of this application were heard by videoconference on November 26, 2025. The Tenant's agent / Mother Natalie Mary Soroka, the Landlord's agent for CIP308 Randolph Inc., Arshad Misbah, the legal representative for the Landlord CIP308 Randolph Inc. Cameron Parrott and the Legal representative for the Landlord Marda Management Inc. Kira Passell attended the hearing.

Procedural Background:

1. The Tenant's T6 application was filed on July 15, 2022. The application named Arshad Misbah as the sole landlord / responding party to the application.
2. The parties attended an Adjudicative Case Conference (ACC) on March 11, 2024, and did not settle. On March 22, 2024, interim order LTB-T-039799-22-IN was issued making a finding that Arshad Misbah was not a landlord to the application and directing the Tenant to amend their application.
3. The matter was then scheduled for a merit hearing on January 14, 2025. On July 25, 2025, interim order LTB-T-039799-22-IN2 was issued adjourning the matter and determining that the lawful Landlords of the rental unit were CIP308 Randolph Inc. and Marda Management Inc. The application was therefore amended on the Board's own motion pursuant to subsection 201(1)(f) of the Act.

Determinations:

1. As explained below, the Tenant proved some of the allegation contained in the application on a balance of probabilities.
2. The Tenant's application was filed on July 15, 2022, and alleges the following maintenance concerns in the rental unit:
 - Leak in bathroom
 - Mice infestation
 - Bedbug infestation
3. The rental unit is in a four-storey apartment building complex. The Landlords named per this order own and/or manage the entire residential complex.
4. The Tenant moved into the rental unit on December 1, 2021, and vacated on May 31, 2022.

Tenant's Evidence:

5. The Tenant's mother provided oral testimony at the hearing and appeared as agent for the Tenant.
6. The Tenant's agent testified that on April 11, 2022, the Tenant experienced and reported a water leak in the bathroom ceiling of the rental unit. The Tenant reported this concern to the Landlord's property manager (Marda Management Inc.) via telephone on April 11, 2022, and followed up with the Corporate Landlord (CIP308 Randolph Inc.) via email on April 12, 2022 (TT exhibit #1).
7. The Tenant's agent agreed that the water leak was repaired on April 14, 2022. The Tenant's agent stated that during the time of the leak her daughter was required to place a bucket in the bathroom to catch dripping water.
8. The Tenant's agent also agreed that the Landlord sent contractors to the rental unit on April 19, 2022, to conduct repairs to the damaged ceiling, to which the Tenant advised them not to conduct the repairs as she was in the process of vacating the rental unit.
9. With respect to the mice issue, the Tenant's agent stated that the Tenant first observed mice present in the rental unit during the month of March 2022, but was unable to recall the exact date. The Tenant's agent stated that she used the visit the rental unit two days per week during the month of March 2022 and could hear mice running inside of the walls.
10. The Tenant's agent stated that the Landlord's prior property management company attended the rental unit in March 2022 and placed mice traps in the unit and that no further concerns were reported until April 19, 2022. The Tenant's agent submitted into evidence a copy of an email correspondence between the Tenant and the Landlord advising of this issue (TT exhibit #2).

11. Despite the Landlord being advised of the ongoing mice concern on April 19, 2022, the Landlord did not take further action until May 18, 2022, when a pest control contractor placed an additional 3 bait stations for the mice in the rental unit.
12. The Tenant's agent stated that mice were present in the rental unit up until the date the Tenant vacated. The Tenant's agent submitted into evidence photographs of two dead mice and mice feces in the kitchen area of the rental unit (TT exhibit #3). The Tenant's agent could not recall the date of these photographs.
13. With respect to the bedbug issue, the Tenant's agent testified that the Tenant first reported concerns of bedbugs in the rental on April 19, 2022, when advising the Landlord of the mice concerns.
14. The Tenant's agent submitted into evidence photographs of bedbug bite marks on the Tenant (TT exhibit #4) but was unsure of the date of the photographs.
15. The Tenant's agent also agreed that the rental unit was treated for bedbugs on May 18, 2022.

Landlord's Evidence:

16. Arshad Misbah provided oral testimony at the hearing for the Landlord CIP308 Randolph Inc. Ms. Misbah is an employee of the Corporate Landlord and stated that all maintenance concerns are typically addressed through the Landlord's in-house property manager Marda Management Inc.
17. Ms. Misbah did not dispute being advised of the water leak on or about the date alleged by the Tenant and stated that she directed the property manager to immediately address this concern.
18. Neither Landlord disputed the Tenant's evidence with respect to the mice in the rental unit and appeared to agree with the timelines put forward in the Tenant's testimony.
19. With respect to the bedbugs, Ms. Misbah stated that she did not become aware of this issue until May 15, 2022, and stated that the Landlord immediately scheduled a treatment of the rental unit on May 18, 2022 and conducted further treatments on June 11, 2022 and July 19, 2022. The Landlord submitted into evidence a copy of these pest control reports (LL exhibit #1).
20. The Landlord's agent acknowledged the email sent by the Tenant on April 19, 2022, in which the Landlord's agent acknowledged bedbugs and mice being an issue in the residential complex but argued that the Tenant did not specially state in this email that these pests were present directly in her rental unit.

Findings & Analysis:

21. Section 20(1) of the Act states:

- 20 (1) 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.
22. 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.
23. Based on the evidence and submissions before the Board, I am not satisfied that the Landlords have breached their obligations under the Act with respect to the bathroom water leak. The evidence before the Board confirms that this issue was repaired and/or rectified within three days of the Tenant reporting the issue and that the Tenant further delayed and requested that the Landlord not complete the ceiling repairs as she was in the process of vacating the rental unit. I find that the Landlords have acted diligently in responding to the Tenant's concerns and that any issues with respect to the ceiling not being repaired were because of the Tenant's own conduct.
24. I am however satisfied that the Landlords have breached their maintenance obligations under the Act with respect to the claim of mice and bedbugs in the rental unit.
25. The evidence before the Board ultimately suggests that the Tenant had reported and experienced mice in the rental unit as of March 2022 and that at the time the Tenant vacated the rental unit, that all the Landlords had done was place traps/bait stations in the unit. Further, after the Tenant had reported this concern on April 19, 2022, the Landlords ought to have known that their previous prevention attempts were ineffective and despite this, the Landlords took no further efforts to rectify the reported maintenance issue until May 18, 2022, where the Landlords simply used the previously ineffective methods to address the problem.
26. With respect to the presence of bedbugs in the rental unit, I accept and prefer the Tenant's evidence that these issues were reported to the Landlords on April 19, 2022. The email evidence clearly suggests that the Landlord's agent acknowledged this concern and further assured the Tenant that their property manager would schedule an appointment to address this concern as soon as possible. Despite this, the Landlord did not schedule a pest control treatment in the unit until May 18, 2022, which was one month after the Tenant had reported the presence of bedbugs in the rental unit. I find that the Landlord did not diligently address this concern.
27. As the Tenant has proven some of the allegations contained in the application, the Tenant is entitled to some or all of the remedies claimed on the application.

Remedies:

Rent Abatement:

28. The Tenant's application claims a rent abatement of \$1,350.00 which is a 100% rent abatement from April 10, 2022, to May 31, 2022. The monthly rent for this period was \$810.00 per month.
29. An abatement is a contractual remedy designed to address the idea that tenants are paying for a bundle of goods and services and if they do not receive everything they are paying for, the rent should be abated in an amount proportional to the difference between what is being paid for and what is being received.
30. Based on the evidence and submissions before the Board, I find that the amount and the period of the requested abatement to be excessive.
31. As I am not satisfied that the Landlords have breached the Act with respect to the bathroom leak, this portion of the requested remedy is not considered. With respect to the mice and bedbug issue, the evidence before the Board is that these issues were reported as present / ongoing as of April 19, 2022, and that they were addressed on May 18, 2022. Therefore, the Tenant's rent abatement should be limited to this 30-day period.
32. Although the Tenant's agent submitted that these maintenance issues were ongoing as of the date they vacated the rental unit on May 31, 2022, the evidence before me ultimately suggests that the Landlord had taken efforts to rectify these issues as of May 18, 2022, and that the Tenant had already made the decision to vacate the rental unit at this time. The type of concerns reported by the Tenant do require multiple rounds of treatment to fully eradicate the pests present in the rental unit and therefore I do not find that the Landlords should be found in breach of the Act for the period of May 19-31, 2022, as they were in the process of actively addressing the Tenant's concerns.
33. As such, I find that the Tenant is entitled to a total rent abatement of \$159.78, which represents a 20% rent abatement for the period of April 19, 2022 to May 18, 2022.

Costs To Replace Damaged Property:

34. The Tenant's application also claims \$1,480.00 to replace property that was disposed of because of the mice and bedbug presence in the rental unit.
35. The Tenant's agent provided no photographs of the damaged items or receipts to support the costs of the items disposed of / new items purchased. The Tenant's agent further confirmed at the hearing that no steps were taken to clean and/or preserve these items to mitigate any losses.
36. I therefore find that the Tenant is not entitled to these claimed amounts as they have failed to prove on a balance of probabilities that these items were damaged, that costs were actually incurred to replace these belongings or that it was reasonable to dispose of these belongings.

Out-Of-Pocket Expenses:

37. The Tenant's application also claims out-of-pocket expenses in the amount of \$976.00. These costs relate to moving expenses, the costs to set up the Tenant's new rental unit (painting / internet connection) and purchasing cleaning supplies for the rental unit.
38. The Tenant provided no invoices or receipts to support these alleged out of pocket expenses. Further, moving costs are not within the Board's jurisdiction to order on a T6 application pursuant to subsection 30(1) of the Act.
39. As such, I find that this requested remedy must be denied.

Filing Fee:

40. The Tenant paid \$48.00 for the costs of filing the application and is entitled to reimbursement of those costs.
41. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The Landlords shall pay the Tenant \$207.78. This amount represents:
 - \$159.78 for a rent abatement
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by January 20, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by January 20, 2026, the Landlords will owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Fabio Quattrociocchi
Member, 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.