



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-047021-24

In the matter of: 22 WATER ST
PENETANGUISHENE ON L9M1M8

Between: Sara Jessie Parsons Tenants
Dylan Archibald

And

Kaitlin McFee Landlord

Sara Jessie Parsons and Dylan Archibald (the 'Tenants') applied for an order determining that Kaitlin McFee (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.

This application was heard by videoconference on December 10, 2025.

The Landlord and the Tenants attended the hearing.

The Tenants filed an amended application with the Board on November 25, 2025, and the Landlord agreed they received a copy of the amended application. Since there was no prejudice on either party, I agreed to accept the amended application, as it was filed with the Board and served on the Landlord at least 7 days prior to the hearing date.

Determinations:

1. As explained below, the Tenants did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) or section 161 of the Act to maintain the rental unit and did not fail to comply with health or maintenance standards for the reasons below.
3. The Tenants testified they moved into the rental unit on March 24, 2024, but did not start paying rent until April 1, 2024. The Tenants then vacated on July 1, 2024. On or about June 2, 2024, the Tenants informed the Landlord via telephone conversation that they had found bedbugs in the rental unit. The parties agreed the Tenants would contact a pest control company to treat the bedbugs and the Landlord would reimburse the Tenants for this treatment. The parties agreed the Landlord paid \$2,300.00 + taxes to treat the rental

unit and two other units neighbouring the rental unit. On June 10, 2024, the first round of treatment was performed and then a second round performed on June 27, 2024.

4. The Tenants testified that after the second treatment, bedbugs were still an issue and she informed the Landlord of this. The Landlord said she would contact the pest control company again and that said it would take about one week for all bedbugs to die. The Landlord did not dispute that there were bedbugs in the rental unit but maintained her position that she went above and beyond to resolve the bedbug issue. The Landlord testified that one of the Tenants, Sara Parsons, ("S.P.") is her niece, and she compensated her \$1,500.00 for her inconvenience for the month of June 2024.
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. In this case, the Landlord took reasonable steps to address the Tenants' bedbug issue. From June 2, 2024, the Landlord had the Tenants contact the pest control company for treatment and paid for this treatment. The Landlord had the Tenants contact the company rather than doing it herself because she was out of town during this period. The first round of pest control treatment occurred on June 10, 2024, and then a second round on June 27, 2024. After the Tenants informed the Landlord that bedbugs were still there, she informed the Tenants it may take one week for all to die, however the Tenants vacated the rental unit before that one-week period. Furthermore, I find that on top of taking all reasonable steps to address the bedbug issue, the Landlord went beyond her obligations as a landlord and compensated the Tenants \$1,500.00 for their inconvenience in dealing with the bedbugs for the month of June 2024. Therefore, the Tenants' application is dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

January 19, 2026
Date Issued

 Vishal Nanda
 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.