



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-082282-24

In the matter of: 405, 3360 Paul Anka Drive
Ottawa ON K1V9S2

Between: Leona Labine Tenant

And

Metcap Living CRGF11 Landlord

Leona Labine and Tarmo Rajala (the 'Tenant') applied for an order determining that Metcap Living CRGF11 (the 'Landlord') and Roudy Xavier (the 'Superintendent') and Jessica Reed (the 'Landlord's Agent'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on November 27, 2025.

The Tenant support person, and daughter of the Tenant, Helene Haddad, attended the hearing.

The Landlord's legal representative, Sofia Enriquez the Landlord agent, Jessica Rumney and the Landlord witness Wayne Fleming attended the hearing.

Preliminary:

Amend application

1. the Landlord's legal representative requested to amend the application and remove individuals named on the application, Roudy Xavier and Jessica Reed.
2. The Tenant requested to amend the application and remove Tarmo Rajala as he had passed since filing of the application.
3. Applications can be amended the day of a hearing by request of parties or on the motion of the member. The member must take into consideration any prejudice to either party.

4. With the submissions before me I do not find there to be any prejudice to either party to grant the amendment requests as the request are strictly clerical in nature and do not affect any submission or remedy of the application.
5. The Tenant and the Landlord's legal representative's request is granted and is reflected in this order.
6. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

Determinations:

7. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed
8. The tenancy commenced on August 1, 2013 and ended when the Tenant vacated the rental unit on notice on December 31, 2023.
9. The Tenant filed a T2 application on October 2, 2024 with claims the Landlord has substantially interfered with the reasonable enjoyment of the rental unit by the Tenant.
10. The Tenant claims the Landlord failed to address maintenance issues under section 30 of the *Residential Tenancies Act*, 2006 (the "Act") regarding a roach infestation.
11. The Tenant claims when she moved from the rental unit the Tenant was forced to dispose of furniture as she was unable to take it to her new rental unit.
12. The Tenant claims she incurred reasonable costs of \$13,525.00 to replace the furniture.

Tenant evidence and submissions

13. The Tenant submitted details of her claim included in the application submitted as *Annex A – 4 pages total* and detailed the remedy the Tenant was seeking for replacement costs for the furniture.
14. The Tenant provided oral testimony to support her position.

Landlord evidence and submissions

15. The Landlord's legal representative stated that the Tenant has not provided any evidence to support her position she was forced to dispose of the furniture due to a roach infestation.

16. In addition, the Landlord's legal representative stated the Tenant has not submitted receipts to substantiate the replacement value of the furniture.
17. The Landlord's legal representative stated in the absence of any evidence or proof of reasonable costs, the Landlord is unable to know the case to be met and the application should be dismissed.

The Act and Analysis

18. Section 22 of the Act states:

Landlord not to interfere with reasonable enjoyment

22 A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household. 2006, c. 17, s. 22.

19. Section 16 of the Act states:

Minimize losses

16 When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses. 2006, c. 17, s. 16.

20. On a balance of probabilities means the applicant, in this case the Tenant must show that its version of events is the more probable and should succeed. Saying something is proven on a balance of probabilities simply means that it is more likely than not to have occurred. It means that it is probable, i.e., the probability that some event happened is more than 50%--indeed, 50.1% is sufficient. In all cases, the decision maker must weigh up the evidence and decide which version is most probably true. Consequently, the real truth may never be known. All that can be done is to decide which of the parties has presented the most probable version.
21. The onus rests with the applicant, in this case the Tenant to provide sufficient evidence to support their claim the Landlord substantially interfere with the reasonable enjoyment of the rental unit as a result of not addressing a roach infestation forcing the Tenant to dispose of her furniture before moving into her new rental unit. I do not find the Tenant's evidence persuasive enough, relying solely on her oral testimony as evidence they put the Landlord on notice of the maintenance issues through conversation. The Tenants' lack of particulars and specific details regarding the alleged infestation are such that I am not satisfied the Tenants have met that burden of proof.

22. The Tenant did not submit evidence in the form of photographs or video of the infested furniture or receipts for the replacement costs she claims she incurred for the disposed of furniture.
23. The Tenant's position is she was forced to dispose of the furniture however the Tenant led with insufficient evidence to prove the infestation existed and if she attempted to mitigate her losses by having the furniture treated before disposing.
24. The Tenant submitted a list of furniture she claims she was forced to dispose of. The list is vague with detail and has prices indicated beside the items.
25. The Tenant stated that the replacement costs were estimates, however the Tenant did not lead with any evidence that she performed comparison or investigative searches to substantiate the replacement costs.
26. Normally on an application for loss of property if the Tenant has already purchased the replacement items, I would expect to see receipts for the purchases, either bank statement, VISA receipts or at the least bank receipts for cash withdrawal.
27. If replacement items have not been purchased I would expect to see some form of comparison evidence like Facebook Marketplace ads, or online searches for furniture companies (Ikea, The Brick etc) to indicate approximate replacement costs.
28. In the absence of any photos of the infested furniture or evidence to support the claim the rental unit was infested I am not satisfied the Tenant has met the burden of proof to support the allegations in the application.
29. In the alternative, in the absence of any receipts or comparable replacement cost evidence, I am unable to conclude if the replacement value the Tenant is seeking is reasonable.
30. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Tenant has not proved the allegations in the application and therefore, the application must be dismissed.
31. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
32. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant's application is dismissed.

January 19, 2026

Date Issued

Greg Brocanier

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.