



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-005400-22

In the matter of: 1, 879 MAIN ST E
HAMILTON ON L8M1M2

Between: Rachel Luci Tenant

And

Ned Janjic Landlord
Gerda Kugler

Rachel Luci (the 'Tenant') applied for an order determining that Ned Janjic and Gerda Kugler (the 'Landlord'):

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

Rachel Luci (the 'Tenant') applied for an order determining that Ned Janjic and Gerda Kugler (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.

This application was heard by videoconference on June 19, 2024 and December 12, 2025.

The Tenant and the Landlords were present at the June 19, 2024. During the hearing, the Tenant started to present their evidence, however there was insufficient time in the block to hearing the T2 and T6 Applications in their entirety. The matter was adjourned to continue the Tenant's evidence.

On December 12, 2025, as of 9:15am, the Landlords were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the T6 and the T2 application on a balance of probabilities.
2. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

T6 Application

3. The Tenant testified that there has been an ongoing issue with mice, cockroaches and bedbugs in the rental unit.

Mice

4. The Tenant testified that there have been mice in the rental unit since 2018. The Tenant testified that she advised the Landlord of this issue as soon as she became aware of it. On or about December 27, 2018, she had left a message with the Landlord advised them that it sounds like there are mice in the ceiling of the rental unit. On or about January 21, 2019, she advised the Landlord that she found mice droppings in the cupboard above the kitchen sink. The Landlord did not reply to the Tenant's message. She stated that she followed up with the Landlord on January 23, 2018. On or about January 28, 2018, there were bait stations place in the rental unit however this did not address the issue of mice in the ceiling. The Tenant testified that the issue with the mice were still ongoing, and she sent an email to the Landlord on or about April 20, 2019 asking the Landlord to remedy this issue. The Tenant sent another email to the Landlord on or about July 18, 2019, advising the Landlord that they found two dead mice in the kitchen sink and that the Landlord needs to cover the entry points. The Tenant continued to follow up with the Landlord regarding the mice issue, multiple times in 2020, 2021, 2022, 2023 and in 2024. The Tenant submitted copies of these emails as evidence to the Board. The Tenant testified that on or about December 2023, there was a crack in the wall and mould in the rental unit caused by a water leak. She advised the Landlord of this issue and however the did not fix this issue. The Tenant contacted Property Standards in March 2024 however the eventually stopped responding to her emails. The Tenant testified that the Landlord did not attempt to repair the crack in the wall. The Tenant stated that this is one of the entry points for the mice. The Tenant testified that to date, the Landlord has not repaired the crack in the wall, which is contributing to the mice issue in the rental unit.
5. The Tenant submitted into evidence several photographs to support their claims of mice in the rental unit. Specifically, there were photographs of the holes in the rental unit, mouse droppings, dead mice on the stove, her damaged clothing items which include but are not

limited to: sweaters, shoes, skates, shoe rack, and food items from her pantry that the mice have bitten through.

6. The Tenant testified that there are holes in the walls of the rental unit, and that is where the mice are coming in from. She stated that the Landlord refuses to fix the entry points for the mice, and therefore the issue is not resolved. The Tenant testified that in the fall of 2020, there was a large hole in the shower caused by a plumber who was doing work. This hole was not repaired, and mice were coming into the rental unit through it. The Tenant asked the Landlord to repair these issues various times in 2020, 2021, and 2022.
7. The Tenant testified that these issues have had a great impact on her. She stated that a lot of her personal items have been damaged as a result of the mice, and it poses a serious health risk for her. She testified that it has been a mentally exhausting deal with this issue for so many years.
8. As a result of the mice, the Tenant incurred out of pocket expenses. These expenses include gloves, mouse traps, her belongings, and replacing the food that the mice got into.

Cockroaches

9. The Tenant testified that there are cockroaches in the rental unit. She advised the Landlord of the cockroaches on or about October 22, 2018 and it was treated on October 31, 2018 and November 11, 2018. On or about December 6, 2018 she advised the Landlord that they are still present in the rental unit, and followed up on December 8 and December 12, 2018.
10. The Tenant testified that she has followed up with the Landlord various times, however the Landlord has not remedied this issue.

Bedbugs

11. On or about December 22, 2023, the Tenant noticed bedbugs in the rental unit. She advised the Landlord that day and followed up on January 1, 2024 and April 22, 2024. The Landlord did not remedy the bedbug issue in the rental unit. The Tenant testified that the issues with bedbugs were still ongoing in the rental unit, and that she had to follow up with the Landlord in June 2024. A copy of the emails was submitted as evidence to the Board. The Tenant testified that there have been no changes to this issue as of the date of the hearing.
12. The Tenant testified that they have made multiple attempts to follow up with the Landlord regarding this issue, however the Landlord is not responding the way they should to this issue, given the severity of it.
13. Having bedbugs in the rental unit has caused the Tenant a lot of stress. She testified that having bedbugs has resulted in her feeling very isolated. The Tenant further stated that as a result of the bedbugs, she has to do laundry often and she cannot relax as having bedbugs is constantly at the back of her mind, which also resulted in her having to stay at her uncle's house.

Legal Analysis

14. Section 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.

15. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case that burden falls on the Tenant. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true.
16. 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.
17. Based on the uncontested evidence of the Tenant, and on a balance of probabilities, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the act to repair and maintain the rental unit with respect to the mice, bedbugs, and cockroaches. The Landlord was not present at the hearing to provide their response and evidence to the Tenant's allegations made against them. The date, there are still ongoing maintenance issues in the rental unit. I found the testimony of the Tenant credible and reliable, and it was support by documentation that there are still mice, bedbugs and cockroaches in the rental unit, and that despite the Tenant advising the Landlord of these issues on many occasions, the Landlord has not made sufficient efforts to remedy them.

Remedies:

Rent Abatement

18. Abatement of rent is a contractual remedy on the principal that if a tenant is paying 100% of the rent, then the tenant should be getting 100% of what they are paying for, and if they are not getting that, then a tenant should be entitled to an abatement equal to the difference in value. The Tenant is requesting a 15% rent abatement for the period of January 2021 to December 2025 as the issues are still ongoing.
19. I find that a 15% rent abatement for the various maintenance issues is appropriate to award in this circumstance. I heard the Tenant's evidence of the impact that these issues have had on them, and I further considered the documentary evidence to support the Tenant's testimony. I heard that Tenants evidence that these maintenance issues have been ongoing since 2021, they are significant, and are impacting the Tenant's ability to use their entire apartment. Therefore I find an amount of a 15% rent abatement for the period

of January 2021 to December 12, 2025 totalling to three months appropriate, totaling to \$4,827.39 ($\$522.20 \times 15\% = \$78.33 \times 59 \text{ months} = \$4,621.47 + 12 \text{ days at } \$17.16 \text{ per day} = \205.92).

Out-of-pocket expenses

20. The Tenant is claiming \$3,000.00 out of pocket expenses as a result of the Landlords breaching their maintenance obligations. This is an amount the represents an estimate of what the Tenant had to spend to replace their personal belongings that was damaged as a result of the mice in the rental unit. The Tenant testified that this amount is a lot less than the amount she has incurred. Upon considering the Tenant's submissions regarding this remedy, I find this to be a reasonable amount. The Tenant submitted various photographs of their damaged belongings, and therefore I find it appropriate to award this amount to the Tenant. The Landlord was not at the hearing to provide submissions regarding this remedy. Therefore, the Landlord must be pay the Tenant \$3,000.00 which represents reasonable out of pocket expenses that the Tenant incurred due to the Landlord not maintaining the rental unit.

Order to Repair

21. As per the Tenant's T6 Application, the Tenant is requesting the Board to order the Landlord to treat the cockroach, bedbug and mouse infestation in the rental unit, which includes repairing and holes that are in the rental unit that mice may enter through.
22. As I find that the Tenant proved these issues are ongoing in the rental unit, the Landlord will be ordered to treat the cockroaches, bedbugs and mice in the rental unit. The Landlords were not present to provide submissions regarding this remedy, therefore, I will order the Landlord to remedy these issues by March 31, 2026.

Rent Increase

23. The Tenant is requesting that the Landlord is not permitted to increase their rent until the Landlord fixes the maintenance issues. However, given that the Landlord is being ordered to repair the issues, and the Tenant did not offer sufficient evidence to support why this remedy should be awarded. Therefore, I do not find it appropriate to order this remedy.

General Compensation

24. The Tenant is requesting general compensation in the amount of \$1,000.00 for pain and suffering due to the Landlord's actions. I find this amount to be appropriate to aware the Tenant in these circumstances. I am taking into consideration the amount of time these issues have been ongoing, and the impact it has had on the Tenant. The Landlord will be ordered to pay to the Tenant \$1,000.00 as general compensation.

T2 Application

25. The Tenant also filed a T2 Application with their T6 Application. In summary, the T2 Application contains overlapping issues with the T6 Application.
26. The Tenant stated that by the Landlord not maintaining the rental unit with respect to the cockroaches, the mice and the bed bugs, it has substantially interference with their reasonable enjoyment of the rental unit.
27. The Tenant testified that these issues have seriously impacted their enjoyment in the rental unit. The Tenant testified that she had a cat who ate the mice and was poisoned to death. It is stressful to live in this environment and not know when it will be fixed. The Tenant stated that constantly having to follow up with the Landlord is mentally exhausting.

Legal Analysis

28. Section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
29. Section 22 of the Act provides that a landlord shall not at any time during the tenant's occupancy of the 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 member of his or her household.
30. Although these are two separate applications and therefore have two different tests under the Act, I find it is appropriate to acknowledge that there may be circumstances where a maintenance issue could be a substantial interference with a tenant's reasonable enjoyment of a rental unit or residential complex, which is what I find is the case in the matter before me. I can appreciate that the Tenant was not able to enjoy their rental unit due to the ongoing maintenance issues and therefore, I find that the Landlord breached section 22 of the Act.
31. The Tenant also filed their application claiming that the Landlord harassed, obstructed, coerced and threatened them, however I do not find that the Tenant led sufficient evidence that the Landlord's actions amounted to harassment, coercion or threats. I do however find that the actions of the Landlord substantially interfere with them.

T2 Application – Issue # 2 from LTB-T-071799-22

32. As per interim order LTB-T-071799-22 dated October 17, 2025, the Tenant was ordered to provide submissions regarding issue # 2 from the above noted T2 Application, as it related to mice in the rental unit. This issue is regarding the Landlord's breach of consent order, from file SOL-01070-19 to seal a hole in the pantry floor. The Tenant submits that due to this hole not being patched, it resulted in mice being able to enter the rental unit, which is an ongoing issue.
33. Specifically, the consent order states:

“The Landlord shall seal the hole in the pantry by May 17, 2019.”

34. The Tenant testified that to date, the Landlord has not repaired this hole as they were ordered to do so in the consent order, which is causing there to be issue. The Landlord was not present at the hearing to provide a response to this allegation.

Legal Analysis

35. Section 22 of the Act provides that a landlord shall not at any time during the tenant's occupancy of the 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 member of his or her household.
36. Based on the uncontested evidence before me, I am satisfied on a balance of probabilities that the Landlord is in breach of the consent order, and therefore substantially interfered with the Tenant's reasonable enjoyment of the rental unit.

Remedies

Fine

37. The Tenant states a fine is necessary as the Landlord's conduct is unacceptable and that they have not fixed the issue there were ordered to under the consent order. They did not attempt to attend the rental unit and fix this issue, and due to the crack in the wall, mice are continuing to get into her rental unit.
38. The Board's Interpretation Guideline 16 provides insight into the Board's use of fines and states that an administrative fine is a remedy to be used to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future. “This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance. While the Landlord's disregard for the Act is troublesome, in the present case, as the Tenant has been awarded a monetary remedy for pain and suffering, and out-of-pocket expenses, I find that this provides a sufficient deterrent. The request for an order for an administrative fine is denied

Out-of-Pocket Expenses

39. The Tenant is claiming out of pocket expenses in the amount of \$2,000.00 for their actions interfering with the Tenant's reasonable enjoyment of the rental unit. The Tenant stated that they had to purchase mouse traps, gloves, and other cleaning products.
40. The Tenant submitted prices of items that they purchased; however, they did not total up to \$2,000.00, and do not find that the Tenant offered sufficient evidence to demonstrate that they spent \$2,000.00 for these items. However, I do find the Tenant credible when they stated they had to purchase these items, and therefore find it appropriate to award the Tenant \$300.00. Based on my knowledge of similar cases, I find this to be an appropriate amount.

Rent Abatement

41. The Tenant is requesting a rent abatement for the period of January 2021 to present, in the amount of 10% for the interference of the reasonable enjoyment of the rental unit. The reason the Tenant is requesting rent until the date of the hearing is because these issues are still ongoing and therefore her reasonable enjoyment is continued to be interfered with. Although I heard the Tenant's submission that they are requesting a rent abatement in the amount of 10% for substantial interference of reasonable enjoyment, however, In this case, after considering all the evidence, and based on my knowledge of similar cases, I find an amount of 5% is fair and reasonable. January 2021 to December 12, 2025 totalling to \$1,746.41 ($\$522.20 \times 5\% = \$26.11 \times 59 \text{ months} = \$1,540.49 + 12 \text{ days at } \$17.16 \text{ per day} = \205.92).

General Compensation

42. The Tenant is requesting that the Board order general compensation in the amount of \$1,000.00 as a result of the Landlord substantially interference with the Tenant's reasonable enjoyment of the rental unit. Upon considering the Tenant's submissions, and their statement regarding the impact this had on them I find it appropriate to award the Tenant \$1,000.00 as general compensation.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$11,873.80.
2. The Landlord shall pay to the Tenant \$8,827.39 (T6 Application). This amount represents:
 - \$4,827.39 for a rent abatement (T6 Application).
 - \$3,000.00 for the reasonable costs that the Tenant has incurred to repair and/or replace the property that was damaged as a result of the Landlord's actions. (T6 Application)
 - \$1,000.00 as general compensation (T6 Application)
3. The Landlord shall also treat the pest issue (mice, bedbugs and cockroaches) issue on or before March 31, 2026, to comply with health, safety and maintenance standards. (T6 Application)
4. The Landlord shall also pay also pay the Tenant is \$3,046.41 (T2 Application). This amount represents:
 - \$1,746.41 for a rent abatement (T2 Application)
 - \$300.00 for the reasonable costs that the Tenant has incurred to repair and replace property that was damaged and/or destroyed as a result of the Landlord's actions. (T2 Application)
 - \$1,000.00 for general compensation. (T2 Application)
5. The Landlord shall pay the Tenant the full amount owing by March 15, 2026.

6. If the Landlord does not pay the Tenant the full amount owing by March 15, 2026, the Landlord will owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.
7. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 20, 2026
Date Issued

Nathalia Debski
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.