



Order under Section 31 Residential Tenancies Act, 2006

Citation: Aquino v Capreit Limited Partnership, 2026 ONLTB 8180

Date: 2026-01-23

File Number: LTB-T-056700-22

In the matter of: 506, 4010 Lawrence Ave East
Toronto ON M1E2R4

Between: Sigrid Dimacali Aquino Tenant

And

Capreit Limited Partnership Landlord

Sigrid Dimacali Aquino (the 'Tenant') applied for an order determining that Capreit Limited Partnership (the 'Landlord') entered the rental unit illegally, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household, and harassed, obstructed, coerced, threatened or interfered with the Tenant.

Further, the Tenant applied for an order determining that 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 September 26, 2025.

The Landlord's agent Donna Zainal ('DZ'), the Landlord's Legal Representative Geoff Paine, the Tenant, the Tenant's witness Fitzroy Higgins ('FH') and the Tenant's Legal Representative Vidy Matadeen attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Preliminary Issues - Amendment

2. The Tenant filed a request to amend her application as directed by my interim order issued on August 29, 2025, to reflect the following issues she wished to raise, specifically cockroaches, mice, vents, baseboards, door knob, door lock, window screen, balcony screen, broken hardware and fixtures.

Tenant's Evidence

3. The Tenant, and the father of the Tenant's daughter Fitzroy Higgins ('FH') testified on behalf of the Tenant.
4. The Tenant testified that when she moved into the unit on October 1, 2020. The Tenant testified that she was not aware of any issues initially but later that month had found that the unit was dusty, had bed bugs, broken doors, a broken balcony door and window, dust coming in from the heater, a loose window, the kitchen sink had mould.
5. On November 6, 2020, the Tenant wrote a letter to the Landlord outlining her issues, which also included concerns about her toilet cover, the baseboard heaters and painting.
6. The Tenant testified that the issue with the baseboard heaters was that they needed to be removed to be cleaned as they had been expelling dust into the unit which the Tenant alleges contributed to her daughter's respiratory issues. The Tenant agreed that the heater had been repaired but did not know when.
7. The cockroach issue began as soon as the Tenant had moved into the unit. Submitted into evidence was a picture of one cockroach from October 21, 2022, along with a photo of what appears to be a boxelder bug from the same date.
8. The Tenant testified that the Landlord did not respond to any issue until she had contacted the local municipality. She testified that she asked the Landlord not to use a spray due to her daughter's health issues and sprayed the unit in 2022 or 2023. The Tenant could not recall the date.
9. The Tenant further testified about a complaint made to the Landlord on January 23, 2022, with respect to the unit's balcony door, bedroom window, main door drafts, broken window, sink, balcony door and dirty ducts. Various photos were entered into evidence.
10. With respect to the issue of mould, the Tenant stated that the Landlord painted the mould, but never cleaned it. No date was provided as to when this occurred. The Tenant also testified that the Landlord repaired the windows in the master bedroom and the hole behind the toilet. Again, these issues were repaired but the Tenant was unable to give a date for same.
11. FG testified as to the same issues, however, was unable to provide any dates and times regarding the Tenant's requests for services. That said, FG testified that the Tenant kept bringing her complaints to the Landlord to no avail.

Landlord's Response

12. DZ testified on behalf of the Landlord and testified that other than the November 6, 2020, list of items from the Tenant, that the Landlord had not received any other inquiries about maintenance from the Tenant, or FH.
13. DZ testified that in 2022 she had become aware of issues with respect to complaints receive by Municipal By-Law. As such, on April 1, 2022, an inspection took place of the

Tenant's unit by Advantage Pest Controls Inc. ('Advantage') showing no live activity of pests. The unit was then treated for earwigs by Advantage on July 11, 2022.

14. On August 2, 2022, the Landlord had issued a Notice of Entry for August 5, 2022, for bed bug treatment which DZ testified the Tenant had refused a spray treatment. As such, on September 1, 2022, Advantage conducted a heat treatment in the unit as requested by the Tenant. Another inspection took place on October 12, 2022.
15. DZ testified that the Landlord had never been issued an order by Municipal By-Law and that the By-Law officer had told her that the dust from the unit's vents were coming from her own unit.
16. On July 27, 2022, ThermalAir System Inc. conducted a servicing of the Tenant's vents. The notes from the invoice issued that day state that the Tenant had complained about the dust on the vents and was told by the technician that the dust was from her own unit and that she is required to vacuum the vents once in awhile.
17. Further invoices were entered into evidence including window repairs by Trimark Maintenance from November 22, 2022, anti-mold paint from Rent Ready Services from November 30, 2022, and the supply and installation of new kitchen countertops from November 30, 2022, and the supply and installation of new heater covers from B. Secure Welding & Contracting Ltd. From December 12, 2022.
18. DZ testified that the Tenant was not communicating directly with the Landlord and had only been doing so through Municipal By-Law.

Analysis

19. Section 20 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.

20. Section 22 of the Act states:

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.

21. Section 23 of the Act states:

23 A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

22. The Tenant's Legal Representative is asking me to focus on the Tenant's initial request for maintenance from November of 2020. The issues raised in that letter were the toilet cover head to be screwed in, pests, the unit painted, the dust in the vents and the drafts from the doors.

23. Neither the Tenant nor FH were able to provide any accurate dates and times concerning the application. In accordance with s. 30(2) of the Act, the Board shall consider whether the tenant or former tenant advised the landlord of the alleged breaches before applying to the Board. As well, s. 29(2) of the Act states that no application may be made under s. 29(1) more than one year after the day the alleged conduct giving rise to the application occurred. The Tenant filed this application on September 30, 2022.
24. No other request for maintenance were submitted into evidence by the Tenant, other than the November 20, 2020 letter. The Tenant agreed that they had contacted Municipal By-Law in 2022. As a result of that contact, I find that the Landlord responded reasonably and efficiently to the Tenant's concerns.
25. Concerning the dust in the Tenant's unit, the Tenant was made aware not only by the Landlord's technician but also by the Municipal By-Law officer that the dust in the unit's vents were coming from the Tenant's unit and that it is the responsibility of the Tenant to clean same. Section 33 of the Act states that a tenant is responsible for ordinary cleanliness of the rental unit.
26. With respect to the issue of pests, the pictures provided by the Tenant were not particularly helpful showing one bug or two, one which was a boxelder bug and not a cockroach. That said, there was no follow up request made to the Landlord after November 2020 and in April of 2022 the Landlord started the pest control process, which took place throughout the year for various kinds of pests including cockroaches, bed bugs and earwigs.
27. Again, with respect to the other maintenance items such as the window drafts, this issue was resolved once it came to the attention of the Landlords through Municipal By-Law and resolved.
28. Therefore, I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household or harassed the Tenant or failed to maintain the unit in accordance with applicable maintenance standards and the Tenant's application is dismissed.

Costs

29. The Landlord's Legal Representative is requesting costs for his appearance at the August 26, 2025, hearing date in which it was determined that the Tenant was unprepared for the hearing.
30. *Interpretation Guideline 3* of the Board's *Interpretation Guidelines* sets out that a Member has the discretion to require a party to pay, as costs any representation or preparation expenses of another party where the conduct of the party was unreasonable. Failing to prepare adequately for a hearing is one such example of same.
31. The Adjudicative Case Conference for this application took place on June 10, 2024. On that date, the Tenant was given until July 15, 2024, to amend her application. The matter was adjourned to November 28, 2024, where it had been adjourned due to scheduling overflow. The issue of the amendment was not raised on that occasion.

32. The matter was then adjourned to August 26, 2025. The Tenant had still not amended her application.
33. That said, it was unclear to me whether or not the Tenant was advised at the Adjudicative Case Conference to amend her application, or whether it was suggested to do same.
34. The Tenant complied with my interim order issued on August 29, 2025, in a timely fashion, which did not involve any further delay of the matter, and the actual hearing proper was completed in a timely fashion as a result.
35. As such, I don't find costs to be appropriate in this circumstance. I am not sure whether the Tenant received direction to amend her application at the Adjudicative Case Conference, and the Tenant acted in a timely fashion when directed to do so.

It is ordered that:

1. The Tenant's application is dismissed.

January 23, 2026
Date Issued

Jagger Benham
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.