



Order under Section 31 Residential Tenancies Act, 2006

Citation: Bond v Realstar Management, 2026 ONLTB 9087

Date: 2026-01-28

File Number: LTB-T-058695-23

In the matter of: 409, 60 WINDWARD ST
ST CATHARINES ON L2M4H2

Between: Elaine Catherine Bond Tenant

And

Realstar Management Landlord
St. Lawrence Village

T2 Application--Elaine Catherine Bond (the 'Tenant') applied for an order determining that Realstar Management and St. Lawrence Village (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.

T6 Application--The Tenant also 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 June 3, 2025, October 6, 2025, and January 16, 2026.

The Landlord's agent, Louise Gavigan (LG), Jan Zylstra (JZ), the Landlord's witness, Joe Peeres (JP), the Landlord's Legal Representative, Martin Zarnett, and the Tenant attended the hearing.

Preliminary issue:

At the June 3, 2025, hearing, the Tenant requested to amend the applications and add a T6 application to the T2 application. The Board granted the request, and the reasons are addressed in the Endorsement issued on June 17, 2025, under the same file number.

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.

Background to the tenancy and the application

2. The tenancy started in December 2003. The rental unit is a two-bedroom apartment. The Tenant vacated the rental unit on September 16, 2023. The Tenant claims that she had to move out because the Landlord did not address the bed bug infestation in her unit in a timely manner.
3. In the T6 application, the Tenant claims that the Landlord breached its maintenance obligation with respect to the bed bug infestation in the rental unit.
4. In the T2 application, the Tenant claims that the way the Landlord addressed the above issue substantially interfered with her reasonable enjoyment of the rental unit.
5. Sub-section 20(1) of the Act provides:

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.

6. 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.
7. The sequence of events is largely undisputed:
 - The Tenant notified the Landlord of bed bugs on April 20, 2023. On April 21, 2023, the Landlord advised that pest control would attend on April 26, 2023, and treatment was performed on that date. Follow up treatments were performed on May 10 and May 24, 2023. Pest control returned on June 7, 2023, and further treatments were completed on June 12 and June 26, 2023. Additional attendance occurred in July, including treatment on July 10 and July 13, 2023, and a final treatment on July 27, 2023. Pest control inspected again on August 17, 2023, and reported no activity, with no further treatment required. The Tenant vacated the unit on September 18, 2023. The Tenant did not advise the Landlord that she disposed of furniture or personal property due to bed bugs.

Tenant's Evidence:

8. The Tenant alleged that the Landlord did not take sufficient measures to rid the rental unit of bed bugs, which forced her to terminate her tenancy and dispose of furniture and possessions. The Tenant testified that she was bitten by bed bugs in her unit and submitted photographs of the bites at the hearing. The Tenant further testified that there was a fumigation on June 26, 2023, during which she was advised by pest control technicians to dispose of infested items. She discarded beds and other furnishings. She testified that traps and monitors were placed at registers and on the bed on July 13, 2023, and that a final treatment occurred on July 27, 2023, when no bed bugs were observed.

9. On August 17, 2023, pest control returned for inspection only, reported no bed bugs, and advised her to leave traps and monitors in place. The Tenant stated that the continuing presence of traps left her feeling unsafe in the unit. She began searching for new housing in August 2023, found a new place on September 8, 2023, and moved out on September 16, 2023. She testified that although the Landlord arranged multiple treatments after she reported the problem, management should have warned residents earlier because, in her view, there had been a long-standing issue in a nearby unit and within the building. The Tenant submitted photographs of bites and insects dated April 27, June 6, July 3, and other dates in 2023, as well as images of insects and fecal traces on bedding, furniture, and near the bed.

Landlord's Evidence:

10. JP testified as a licensed structural pest control technician with approximately 20 years of experience. He stated that he personally attended the rental unit on June 12, June 26, July 13, July 27, and August 17, 2023. According to his evidence, treatments and inspections were carried out at roughly two-week intervals to break the bed bug life cycle, which he described as standard practice. He concluded that the response plan and timeline were reasonable and diligent.
11. JP further testified that on June 26, 2023, he spoke with the Tenant and explained that hard goods such as drawers, mattresses, box springs, and frames can almost always be treated successfully and rarely need to be discarded unless an infestation is very heavy. He testified that this unit was not heavily infested. He denied instructing the Tenant to dispose of belongings and stated that he told her not to throw out items on June 26, 2023. JP also reviewed company records indicating earlier attendance by a colleague, including April 26 and May 10, 2023, when the unit was fully prepared, service was completed, and no activity was noted, with routine follow up recommended. He testified that later visits in June and July found no heavy activity and that by July 27 no bed bugs were found, and no further treatment was required.
12. JP returned on August 17 for inspection and again found no bed bugs. He was not aware of untreated pest issues in surrounding units. Copies of the notices of entry and the pest control treatment reports from April 26, 2023, to August 17, 2023, were submitted and entered as evidence at the hearing.
13. LG, the Landlord's leasing agent, also testified. LG described 60 Windward as an eight-story building with 76 rental units. It is one of seven apartment buildings within Saint Lawrence Village, which contains approximately 509 units in total. LG testified that the Landlord maintains a preventive pest control program with monthly monitoring of common areas and that when a resident reports pests, management arranges treatment promptly. In this case, following the Tenant's report on April 20, 2023, treatment was scheduled at once. LG testified that there were no active bed bug issues in surrounding units at the time of this complaint. A neighboring unit had been treated about a year earlier and had been cleared, with no complaints for at least a year after April 20, 2023. A block inspection conducted in May 2023 reported no activity in any suites, including units 407 and 410. Monthly checks of common areas continued throughout.

14. LG denied instructing the Tenant to dispose of belongings. She further testified that she received no advance notice that the Tenant intended to discard furniture or other items. LG also testified that the Tenant made no further complaints after April 20, 2023, and before vacating on September 18, 2023. LG stated that the Landlord followed the pest control technicians' direction to schedule all follow up treatments and that she did not receive complaints about bedbugs from surrounding units after April 2023.

Analysis:

15. In the case *Onyskiw*, the Court of Appeal for Ontario determined that a contextual approach should be adopted when considering a landlord's potential breach of subsection 20(1) of the Act and a breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances.
16. On the evidence before me, and on a balance of probabilities, I find that the Landlord's response was reasonable. Pest control attended within 6 days of the initial report and treatments or inspections occurred 10 times over approximately four months. It was undisputed that the Landlord continued to address the issue after the first treatment in accordance with the technicians' recommendations. The evidence demonstrated that the unit was not heavily infested, and that pest control reports in July and August 2023 indicated no live bedbugs. I find the Landlord's response to the bedbug problem was prompt, persistent, and effective. The Tenant provided no documentary evidence to corroborate her assertion that neighbouring units had bedbug issues between April and August 2023. The Landlord's evidence showed that a block inspection in May 2023 found no infestations in other units, and LG's testimony confirmed that no other complaints were received during that period.
17. Although I am satisfied it was not necessary for the Tenant to dispose of her furniture and other items, I do not accept that JP instructed her to do so. The Tenant and JP gave conflicting evidence on that point, and there is no objective corroborating evidence supporting the Tenant's position. This claim is dismissed.
18. Consistent with *Onyskiw*, I am not satisfied that the Landlord breached subsection 20(1) of the Act with respect to bedbugs. The Landlord acted reasonably and in a timely manner after being notified by the Tenant.
19. 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.
20. This order contains all reasons for the determinations and order made. No further reasons will be issued.

Conclusion

21. I am satisfied on a balance of probabilities that the Landlord responded reasonably to all the maintenance issues in the T2/T6 Application. Accordingly, the application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

January 28, 2026
Date Issued

Joy Xiao
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.