



Order under Section 30 Residential Tenancies Act, 2006

Citation: Shirazi v EQB LTD., 2026 ONLTB 11134

Date: 2026-02-05

File Number: LTB-T-094287-24

In the matter of: 304, 3085 QUEEN FREDERICA DR
MISSISSAUGA ON L4Y3A4

Between: Matthew Shirazi Tenant

And

EQB LTD. Landlord

Matthew Shirazi (the 'Tenant') applied for an order determining that EQB LTD. (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 8, 2025.

The Landlord's Agent Jane Seale and the Tenant attended the hearing.

Determinations:

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

Background

2. The rental unit is a 1 bedroom, 1 bathroom apartment located on the 3rd floor of a 11 floor apartment complex containing more that 100 units.
3. The Tenant moved into the rental unit on May 1, 2023 and vacated the rental unit on November 30, 2024.

T6 Application

4. The Tenant's T6 application alleges that the Landlord failed to meet its maintenance obligations with respect to a mice infestation within the Tenant's unit and residential complex.

5. Pursuant to 20(1) of the Act 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, ("*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.
7. The Tenant testified that on October 11, 2023 he saw a rodent run from his bathroom to his kitchen area under his stove. He called the Landlord's maintenance phone number that same date to report the rodent in his unit. The Tenant stated that someone attended his unit a few days later and placed plastic boxes that held poison in his unit.
8. The Tenant further testified that the issued didn't resolve and he would occasionally see mice in the unit, although he didn't reach out to the Landlord regarding this issue again until February 8, 2024 specifically requesting pest control attend the unit. Pest control attended the rental unit within one week of his call on February 15, 2024 and indicated that the boxes were empty and refilled the poison in the boxes. The Tenant stated he was advised to call in a couple of weeks if the issue persisted.
9. The Tenant states that the issue didn't resolve and called the Landlord again on March 5, 2024 and pest control attended shortly thereafter and refilled the boxes and indicated that the Tenant may want to seal the gaps around the drain and waterlines for the kitchen and bathroom sinks.
10. The Tenant reached out to the Landlord on March 19, 2024 requesting the gaps around the water lines and drains for the kitchen and bathroom sink to be sealed as requested by pest control.
11. The gaps around the water lines and drains were sealed shortly after the request by the Tenant. However, the Tenant continued to experience rodent activity and called the Landlord again on April 9 and 30, 2024 and. Pest control re-attended the Tenant's unit and completed treatments and installed ultrasonic device which emits a sound designed to deter mice. The Landlord's maintenance also attended the rental unit and sealed additional gaps in the walls.
12. The Tenant testified that the issue got better and he didn't see any mice in his unit until September 25, 2024, but he could hear them in the wall. He didn't believe the ultrasonic device was helping. Although he did not communicate any ongoing issues to the Landlord.
13. On September 25, 2024 the Tenant reached out to the Landlord advising a mouse was seen in his unit. The Landlord responded the following day asking if the seals in the unit needed to be replaced. An inspection occurred on October 9, 2024, but no repairs to the seals were needed.

14. No further complaints were made to the Landlord regarding the issue of mice and the Tenant sent an email on November 13, 2024 to the Landlord indicating his intention to end the tenancy and vacated the rental unit on November 30, 2025.
15. The Tenant initially testified that the issue had resolved by October, 2024, but then later indicated that the issue never fully resolved prior to him moving out of the rental unit.
16. The Tenant stated that he was fearful of getting sick from the mice in the unit and that his sleep was disrupted as he could hear them in the walls.
17. The Landlord's Agent confirms that the Landlord first received a complaint regarding mice in the apartment on October 11, 2023, and submits that the Landlord responded promptly and appropriately to each complaint they received.
18. She stated that pest control initially attended the Tenant's unit on October 12, 2023, the day after receiving the complaint. A report from Barrier Pest Control was tendered into evidence which indicated that the unit was baited and dusted.
19. The Landlord's agent submits that they did not hear any further complaints from the Tenant until February 8, 2024 and had assumed that the issue had resolved.
20. The Landlord had Barrier Pest Control attend the unit on February 15, 2024 in response to the Tenants complaint of February 8, 2024 and the unit was again baited and dusted.
21. When the issue didn't resolve the Landlord promptly sealed gaps around the water lines and drains to the kitchen and bathroom sink as recommended by Barrier Pest Control.
22. The Landlord again took action responding to the Tenant's complaints on April 11, 2024 and May 9, 2024 having the unit baited and dusted and inspecting and sealing additional gaps in the walls around the electrical to the stove and radiator. Additionally an ultrasonic device was installed in the Tenant's unit.
23. The Landlord attempted to follow-up with the Tenant regarding the effectiveness of the ultrasonic device on July 11, 2024 via email but received no response from the Tenant. The Landlord again assume the issue had been resolved as they did not hear from the Tenant until September 25, 2024, when the Tenant reported seeing a mouse.
24. The Landlord responded by conducting an inspection of the rental unit to ensure that the seals previously installed remained in place. The seals were still in place and no further complaints were received from the Tenant prior to the Tenant vacating the unit.
25. The Landlord's agent submits that the Landlord responded to the issues raised by the Tenant in an appropriate and timely manner and has met its obligations under the Act.
26. The Landlord's agent further submitted that on various occasions when Barrier Pest Control attended the unit for treatment it was noted that the Tenant's rental unit had full garbage and unwashed dishes in the sink, which may have contributed to the issue.

Analysis

27. Section 20(1) of the Act states: 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.
28. The Tenant's evidence is that the mice in the rental unit was an ongoing issue from October 2023 to October 2024. However, the Tenant's evidence also reveals that the Tenant did not consistently notify the Landlord of alleged on-going issues regarding mice. Specifically the Tenant made complaints to the Landlord on October 11, 2023, February 8, 2024, March 5, 2024, April 9, 2024, April 30, 2024 and September 26, 2024.
29. Given the distinct gaps from October 11, 2023 to February 8, 2024 and from April 30, 2024 to September 26, 2024 and the Landlord's Agent's testimony that the lack of complaints on the part of the Tenant left the landlord believing that the issue had resolved. As such the legal test as set out in *Onyskiw* will be applied to each of the three distinct periods.

October 11, 2023

30. On October 11, 2023 the Tenant contacted the Landlord indicating he saw a mouse in his rental unit. The Landlord arranged for and had Barrier Pest Control attend the unit and bait and dust the unit. No subsequent complaints of mice were made to the Landlord for almost 4 months.
31. During this period of time I find that the Landlord responded to the issue in a timely manner responding the next day. As no subsequent complaints were made the Landlord was of the belief the issue had resolved.

February 8 – April 30, 2024

32. The Tenant reported another mouse issue to the Landlord on February 8, 2024, Barrier Pest Control attended the unit for treatment on February 15, 2024.
33. The issue did not resolve and Barrier Pest Control subsequently re-attended the unit on March 14, 2024 for another treatment. At this time it was suggested that gaps in the wall around the waterlines and drains for the kitchen and bathroom sink should be sealed to help prevent mouse infiltration. The work as requested was completed by the Landlord on March 26, 2024.
34. The issue had still not resolved and gaps around the electrical to the stove and radiator were also sealed by May 28, 2024. In addition to the regular treatment an ultrasonic device was installed in the Tenant's unit to deal with the issue.
35. Again the Landlord received no complaints from the Tenant regarding the mice issue for 4 months until the complaint of September 25, 2024 was received. I find during this period the Landlord responded in a timely manner. Although the initial treatments were unsuccessful additional steps were taken by the Landlord as suggested by Barrier Pest Control to seal various gaps in the walls. As well an additional treatment method was implemented in the use of an ultrasonic device. The treatment used appeared to be effective as no complaints were received for 4 month period of time.

September 25, 2024

36. The Tenant's last complaint regarding mice in the unit was a call to the Landlord on September 25, 2024. In response the Landlord reached out to the Tenant to schedule an inspection of the unit to ensure the previously installed seals were still in-place. No further complaints were made to the Landlord.
37. As directed in *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
38. A landlord can only address ongoing issues brought to their attention. Given the Landlord's timely response when complaints were received from the Tenant regarding mice in the rental unit and the distinct gaps in complaints made to the Landlord regarding the issue. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act.

It is ordered that:

1. The Tenant's application is dismissed.

February 5, 2026

Date Issued

Sean Ramage

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.

