



**Order under Section 30
Residential Tenancies Act, 2006**

File Number: LTB-T-070096-23

In the matter of: 408, 392 SHERBOURNE ST
TORONTO ON M4X1K3

Between: Ahmad Khaqan Tariq Tenant

And

Hazelview Properties Landlord

Ahmad Khaqan Tariq (the 'Tenant') applied for an order determining that Hazelview Properties (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 February 3, 2026.

The Tenant attended the hearing.

The Landlord's Legal Representative, Peter Lopez 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.
2. On September 7, 2023, the Tenant filed a T6 application (T6) pursuant to s. 29(1) of the Residential Tenancies Act, 2006 (the 'Act') alleging the Landlord is failing to meet maintenance and safety obligations under the Act.
3. The Tenant is alleging that the Landlord failed to meet their maintenance obligations related to bed bugs inside the rental unit.
4. The Tenant is seeking:
 - a) A rent abatement in the amount of \$3,198.00 for the months of January and February 2023.
 - b) 612.96 for items that the Tenant had to replace due to the bed bug infestation

5. The Tenant vacated the rental unit on February 28, 2023.
6. Section 20 of the Act holds the landlord 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.
7. I must also apply subsection 30(2) of the Act and consider whether the Tenant advised the Landlord of the alleged breaches before applying to the Board, and the parties' duty to mitigate found in section 16 of the Act.
8. Additionally, in accordance with section 16 of the Act, when a landlord becomes liable to pay any amount as a result of a breach of subsection 20(1), the tenant has a duty to take reasonable steps to minimize the loss.
9. In determining whether the Landlords have breached their obligation to repair and maintain, the Board must first consider whether a maintenance or repair issue existed. The Board must then consider when the Landlords were informed of the issue or should reasonably have been aware of the issue.

Tenant's Evidence

10. The Tenant testified the issue with bed bugs inside the rental unit started October 23, 2022.
11. He testified he used the Landlord's maintenance portal to report the issue.
12. He testified the Landlord hired a pest control company that attended the rental unit sometime the last week of October 2022 and completed a treatment at that time.
13. He testified on December 30, 2022, he notified the Landlord the bed bug issues had gotten worse.
14. He testified due to the amount of bed bugs he temporarily left the rental unit to go stay with a friend on January 5, 2023, as the rental unit was uninhabitable and not safe to reside in.
15. He testified the Landlord hired a pest control company that attended the rental unit sometime on or before January 5, 2023, and completed a treatment at that time.
16. He testified after the treatment on or before January 5, 2023, the issue persisted. He attended the rental office on January 15, 2023, and advised the Landlord that the treatments were not working. At that time, he offered to call a pest control company to attend the rental unit, which the Landlord declined.
17. He testified the Landlord hired a pest control company that attended the rental unit sometime on or before January 19, 2023, and completed a treatment at that time.
18. He testified after the treatment on January 19, 2023, he came to the rental unit the following day as he was still staying with his friend and discovered there were still bed bugs in the rental unit and the wooden panels on his bed were infested with bed bugs.

19. He testified he had to throw away two beds, mattresses, desk and a wardrobe.
20. He testified he would come back and for the between his friend's place and the rental unit during January 15, 2023, and the date he vacated on February 28, 2023.

Landlord's Evidence

21. The Landlord's Legal Representative chose to neither cross examination the Tenant nor provide evidence in response to the Tenant's evidence.
22. He wished to proceed only with closing submissions.

Analysis

23. 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.
24. I accept the Tenants testimony that there was an issue with bed bugs in the rental unit, the Landlord did not challenge this allegation.
25. I must look at how the Landlord responded to the maintenance issue.
26. In this case when the Landlord was notified on October 22, 2022, of the issue, the Landlord properly scheduled a pest control treatment, which took place sometime the last week of October 2022. I find this to be an appropriate response time to secure a pest control company to do a treatment and allow the Tenant sufficient time to prepare the rental unit for said treatment.
27. After the treatment at the end of October 2022, there was no further complaint from the Tenant until December 30, 2022. After the complaint from the Tenant, the Landlord scheduled a pest control treatment on January 5, 2023. I find this to be an appropriate response time to secure a pest control company to do a treatment and allow the Tenant sufficient time to prepare the rental unit for said treatment.
28. The Tenant then notified the Landlord on January 15, 2023, that the issue persisted, and the Landlord scheduled another pest control treatment on January 19, 2023. I find this to be an appropriate response time to secure a pest control company to do a treatment and allow the Tenant sufficient time to prepare the rental unit for said treatment.
29. The Tenant claims that the infestation worsened and that he had to go stay with a friend, however, after the January 19, 2023, there was no evidence of any further complaints made to the Landlord.

30. The Tenant claims the rental unit was uninhabitable in January and February of 2023, however in January 2023, the Landlord was addressing the issues by doing the pest control treatments on January 5, 2023, and January 19, 2023, and there was otherwise no evidence before me to suggest the rental unit was uninhabitable.
31. As there were no further complaints after the treatment on January 19, 2023, that the issue persisted, the Landlord did not have any knowledge that there were further pest control issues.
32. I find that the Landlord has acted in a reasonable and timely manner each time the Tenant notified the Landlord that the issue persisted and arranged to have the rental unit treated.
33. On the basis of the submissions provided by both parties, I am not satisfied that the Landlord breached their obligations pursuant to s. 20 of the Act with respect to this issue.

It is ordered that:

1. The Tenant's application is dismissed.

February 11, 2026
Date Issued

Trish Carson
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.