



Order under Section 30 Residential Tenancies Act, 2006

Citation: Belay v KSDM Holdings INC, 2026 ONLTB 12364

Date: 2026-02-09

File Number: LTB-T-062261-25

In the matter of: 9, 1200 COURTLAND AVE E
KITCHENER ON N2C1K7

Between: Amanuel Belay Tenant

And

KSDM Holdings INC Landlord

Amanuel Belay (the 'Tenant') applied for an order determining that KSDM Holdings INC (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. Only the Tenant attended the hearing.

As of 12:40 p.m., the Landlord was 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:

Preliminary Issue

1. The Tenant was given two additional days to provide evidence by way of post-hearing submissions to the portal, to support the claim for repairs to the refrigerator repairs. Evidence was uploaded to the portal on February 5, 2025. This evidence was considered in my deliberations.
2. As explained below, the Tenant proved on a balance of probabilities that the Landlord failed to maintain the residential unit in compliance with health, safety, housing or maintenance standards. Therefore, the Landlord must pay to the Tenant \$999.99.
3. The tenancy began in December 2021. Almost immediately upon moving in, the Tenant says he found evidence of bed bugs. He requested the Landlord address pest control, but the Landlord told the Tenant that the unit had been freshly renovated and did not need pest control. About a year later, the Tenant contacted the City of Kitchener who

intervened. At this point, the Landlord did send pest control, but they treated only once, and the Tenant found more evidence of bugs a few days later. A photo of the bugs and what I find consistent to be consistent with bed bug feces was submitted into evidence.

4. When the Tenant requested further pest control treatment, the Landlord told him that he could move out and that he did not pay enough rent to live in a pest free environment. The Tenant gave up at this point, because he was worried he might face eviction if he argued too much.
5. The Tenant is seeking \$1,000.00 for the cost of personal belongings, including a couch which had been brand new at the commencement of the tenancy, that he threw away because he was concerned that if he kept the couch, the problem would travel to his new premises.
6. Based on the evidence, I am satisfied that the Tenant proved, on a balance of probabilities, that the Landlord failed to maintain the rental unit in accordance with section 20 of the Residential Tenancies Act ('the Act').
7. The Tenant did not provide any evidence to substantiate the cost of the couch or other belongings which he stated included a dresser. He admitted that the dresser was "old".
8. At the termination of the tenancy, the couch was five years old and based on my knowledge of similar claims and the price of used furniture, I find \$500.00 is appropriate for the cost of the couch which was damaged as a result of the Landlord's negligence.
9. The Tenant also seeks \$700.00 for repairs made to the refrigerator which he says the Landlord refused to fix. In support of this submission, the Tenant provided text messages requesting the fridge be fixed on July 25, 2024. He followed up on August 14, 2024, asking for reimbursement for the price to repair the fridge. The Tenant states the Landlord had just blocked his messages and ignored his requests, so he had to purchase a new fridge.
10. The Tenant could not provide any corroboratory evidence to support that he paid for the attempted repairs to the fridge nor the dates on which this occurred. Without this information, I was unable to determine whether these repairs fell within the limitation period. As such, I find that the Tenant did not meet his onus of proof on a balance of probabilities that these expenses were incurred within the limitation period.
11. However, the Tenant submitted an invoice from Home Depot showing that on August 27, 2024, an order was placed for a fridge totalling \$451.99. The Tenant's text messages indicate that the Tenant advised the Landlord the fridge was not working on August 14, 2024.
12. I find the Landlord failed to maintain the rental in a good state of repair and fit for habitation. The evidence shows that the Tenant requested repairs, and that the Landlord ignored those requests. Therefore, the Landlord shall pay to the Tenant \$451.99 for the cost of a fridge.

It is ordered that:

1. The Landlord shall pay the Tenant is \$999.99. This amount represents:
 - \$451.99 for the replacement of the fridge;
 - \$500.00 for the reasonable costs that the Tenant has incurred to replace property that was damaged as a result of the Landlord's actions;
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 20, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 20, 2026, the Landlord will owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 9, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.