



Order under Sections 30 & 31 Residential Tenancies Act, 2006

Citation: Goldrick v Lift Non-profit Housing of London Inc., 2026 ONLTB 347

Date: 2026-02-11

File Number: LTB-T-023106-22

In the matter of: 206, 446 QUEENS AVE
LONDON ON N6B1X9

Between: Lee Goldrick Tenant

And

Lift Non-profit Housing of London Inc. c/o Landlord
Apex Property Management

Lee Goldrick (the 'Tenant') applied for an order determining that Lift Non-profit Housing of London Inc. c/o Apex Property Management (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 (T6 application); and
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household (T2 application)

The hearing began on October 28, 2024 and was adjourned due to lack of time in the hearing block to complete the Tenant's evidence. These applications were heard by videoconference on December 15, 2025.

The following attended the hearing:

- Landlord's legal representative Robert Rose
- Landlord's agent Katie Cottrell
- Landlord's witnesses Patrick Morden, Kayla Scott, and Rob Wilson
- Tenant's legal representative articling student Alexander Wang
- the Tenant

Determinations:

Preliminary Issues

1. At the hearing on October 28, 2024, the parties agreed that beginning no later than November 18, 2024, the Landlord would repair the issues listed at Tab C of the Tenant's Evidence Brief [DOC-4358798] ("the Tab C issues"), namely:
 - Bathroom and towel bar
 - Damage to wall
 - Damage to window ledge and paint below
 - Missing closet doorknob
 - Chipped paint by closet and other areas
 - Missing electrical outlet plate
2. Interim Order LTB-T-023106-22-IN2 dated November 6, 2024 addressed the Tenant's use of his in-unit security system while the repairs were taking place and whether or not he was permitted to record contractors on his cell phone.
3. The Landlord submitted that while the Landlord did not object to the sound- and motion-triggered video and audio security system in general, some of the Landlord's contractors object to being recorded in the unit and have refused to work there as a result.
4. In the past, the Tenant has been unhappy with the way work was done in his unit and as noted at paragraph 7 of the Interim Order:

... the Tenant has a particular sensibility to work being done in his rental unit and ... he perceives that some services have not been performed correctly in the past. I also note that there have been interactions in the past between the Tenant and contractors (including the Tenant recording them on his cell phone) which have led to contractors refusing to work in the Tenant's unit.
5. The Tenant was ordered not to record the contractors with his cell phone and not to question or interfere with them in any way. The Tenant was permitted to use his security system to record audio during the Tab C repairs but prohibited from video recording.
6. The parties confirmed at the hearing that the repairs were completed, and a signed acknowledgement of completion dated February 20, 2025 was entered into evidence [DOC-6950295].

Request to amend

7. On August 16, 2024, the Tenant requested to amend his applications to increase the rent abatement sought, increase the monetary claim for out-of-pocket expenses, and general damages in the amount of \$5,000.00 due to the impact of the bedbugs on the Tenant's mental health.
8. At the hearing on October 28, 2024, the Landlord submitted that the request to include the remedy of general damages is prejudicial to the Landlord and that, had the hearing

proceeded on June 13, 2024 as originally scheduled by the Board, the remedy would not have been considered. The hearing was rescheduled at the request of the Tenant and the Landlord consented. The Landlord further submitted that the remedy was not pled in the previous request to amend in February 2024.

9. The Tenant submitted that the request to amend was appropriate due to the length of time that the Tenant lived with bedbugs.
10. I find that based on the factors in Rule 15.3 regarding amending applications, it is not appropriate to permit the amendment to add a remedy for general damages. Although no delay was experienced due to this request to amend, I must consider the prejudice to the parties and whether the amendment was requested as soon as the need for it was known. It is prejudicial to the Landlord to add a significant monetary remedy more than two years after the original application was filed after a previous request to amend in February 2024 which did not seek this remedy. I agree with the Landlord's submission that if the June 13, 2024 hearing had not been rescheduled due to the Tenant's legal representative's illness, this remedy would not have been available to the Tenant. It would be unfair to the Landlord to face further jeopardy because they consented to an adjournment. The Tenant is still entitled to seek an abatement of rent as a remedy.
11. The applications also seek an order that the Landlord treat the bedbug issue using a different pest control contractor.
12. The Landlord submitted that I do not have jurisdiction to grant this remedy. The Tenant submitted that London Property Standard By-Law section 4.10 applies.
13. I find that I do not have jurisdiction to order the Landlord to hire a different contractor to do pest control. The London Property Standards By-Law does apply and is essentially the same as section 46 of O.Reg. 571/06, which requires a landlord to keep a residential complex "reasonably free of rodents, vermin, and insects" and requires that the methods be in accordance with municipal or provincial law. Neither the Municipal By-Law nor the Regulation provides jurisdiction to order the Landlord to use a different pest control company.

Background to the tenancy and the application

14. The residential complex is rent-geared-to-income (RGI) housing which supports residents with mental health concerns and other disabilities. There are 13 rental units in the residential complex.
15. In the T6 application, the Tenant claims that the Landlord breached its maintenance obligations with respect to the following problems in the rental unit:
 - The Tab C issues
 - Bedbug infestation
16. In the T2 application, the Tenant claims that the way the Landlord addressed the above issues substantially interfered with his reasonable enjoyment of the residential complex.

17. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the applications. Therefore, the applications are dismissed.
18. I have considered all of the evidence presented at the hearings and all of the testimony in coming to my decision even if I have not specifically referred to it in this order.
19. Section 20(1) of the *Residential Tenancies Act, 2006* (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.

20. 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.

Bedbugs

Tenant's evidence

21. The Tenant testified that he first reported the bedbugs to the Landlord in May 2021, the unit has never been completely free of bugs, and that there are still bedbugs in the rental unit. This has impacted his mental health and his relationships, as he does not feel that he can have guests in the rental unit. His pre-existing anxiety has increased, and he has difficulty sleeping. He has agoraphobia, and only leaves his unit to go to medical appointments and so cannot escape the situation. He cannot afford to leave an RGI unit and is on a lengthy waiting list for another RGI unit.
22. He submitted multiple pictures of bedbugs and stated that they fell from the ceiling vent in the bathroom into the tub. He stated that he believed that the unit above him was not treated and was a source of infestation. He also stated that the laundry room was "full of blood" from bedbugs and the Landlord did not listen to him when he repeatedly told them that there were still bugs.
23. The Tenant entered an audio recording [DOC-4358859] into evidence of a conversation with property manager Darren Tilley (DT). The Tenant tells him that there are bedbugs, and DT responds that they are treating the bugs every week. The Tenant discusses a list of maintenance issues (the Tab C issues) and DT tells him that he can't get anyone to go in the Tenant's unit because he treats the workers that come to the unit badly.
24. In another audio recording [DOC-4358847], DT informs the Tenant that there are two pest control workers who refuse to attend his unit because he doesn't treat them well and accuses them of lying. The Tenant suggests that DT should send someone else who is able to work with him.

25. The Tenant testified that when he contacted the Public Health Department, they suggested verbally that he use diatomaceous earth. He stated that he also steams his bed weekly, vacuums weekly, and uses double-sided tape around the bed and chairs.
26. The Tenant agreed on cross-examination that he may have been served approximately 15 Notices of Entry over four years for pest control treatment. He also agreed that he challenged technicians and told them that they were not doing their job properly.

Landlord's evidence

27. Patrick Morden (PM) is the service manager for Abell pest control and a pest control technician since 2012. He testified that Abell treated the residential complex between 2021 and December 2, 2024.
28. PM testified that Apprehend is the first-choice treatment for bedbugs. It is laid as a barrier between the bugs and the blood meal source and has a lifespan of approximately three months. Dryone is also used as a long-term treatment and is placed in voids such as wall cavities where no one sees it. These treatments are industry standard and were used throughout the residential complex.
29. PM stated that Abell treated individual rental units when an issue was reported and common areas of the building on a monthly preventative basis in addition to inspections. A series of pest control treatment reports was entered into evidence [DOC-6950294] which detail treatment dates and areas treated. He testified that it is unlikely that bedbugs would fall out of a ceiling fan, travel through vents, or be found in a bathroom. Bedbugs most often travel from adjacent units rather than vertically, but it would depend on the internal structure of the building.
30. PM testified that self-treatment would negatively affect professional treatment. Bedbugs avoid diatomaceous earth, and Apprehend treatment requires that the bugs travel across it. If diatomaceous earth overlaid Apprehend, it would effectively render the Apprehend inert. Using steam would decrease the effectiveness period for Apprehend from 60-90 days down to 7-10 days. He stated that he told the Tenant not to use diatomaceous earth.
31. He further testified that it is difficult to eradicate bedbugs in a residential complex, unlike a single-family home. There is an on-off pattern for bedbugs and several months without bugs is considered a success, even if there is a re-occurrence.
32. Rob Wilson (RW) is the President/Owner of Pestcase Scenario pest control and has performed pest control for nine years. He began treating the building in early 2025. He testified that Temperate, Dryone, and primarily Apprehend are the industry standard treatments that he uses.
33. RW testified that he asked the Tenant to stop using steam to self treat the bedbugs because it removes the pesticides and doesn't work. The Tenant used a clothes steamer, which is not hot enough to kill the bugs. He told other tenants in the building that they need to report to the Landlord if they see bugs in their units. Some tenants don't want someone in their unit, so they don't tell anyone that there is a problem, some are ashamed, and some attempt to self treat. This makes it difficult to control an infestation in building such as this, and the lifestyles of some of the tenants can cause bedbugs to be brought back in

even if they were eradicated. He testified that it is very unlikely that bedbugs would drop from a ceiling vent fan because they don't like airflow.

Conclusion

Tab C Issues

34. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to maintain the rental unit or residential complex with respect to the Tab C issues. It is clear from both the Landlord and Tenant's evidence that the Tenant's behaviour made it difficult for the Landlord to find contractors to work in the rental unit to address any problems, even if they were brought to the Landlord's attention.
35. After the Interim Order clearly provided a way for contractors to comfortably access the rental unit in a way that was also comfortable for the Tenant, the repairs were done promptly. This supports the conclusion that at least some of the delay or inability to address the Tab C issues in the past resulted from the Tenant's behaviour toward contractors. It also shows that the Landlord was prepared to address the issues if allowed to do so. The Landlord also followed up when the Tenant informed them that the contractors had not cleaned up properly, which also shows a willingness to address maintenance issues.
36. I therefore find that the Landlord's response to the Tab C issues was reasonable in the circumstances. This claim is dismissed.

Bedbugs

37. I accept the evidence of the two independent pest control technicians that the treatments used are industry standard. The Landlord provided service reports with the treatment areas and dates. It appears that over 42 months, at least 15 treatments were performed. I also accept the expert evidence of the witnesses that bedbugs are difficult to treat in a residential complex for multiple reasons, including the unwillingness of some tenants to admit to having bugs or to allow treatment in their units. It appears from the evidence that there were, in fact, periods that there were not bedbugs, even if that was for a short time.
38. The testimony of both experts was clear that the Tenant's attempts to self treat unintentionally interfered with the professional treatments. There is some evidence that he may have continued to self treat even after being told not to do so. The experts stated that it was unlikely that the bugs were entering the Tenant's unit the way that the Tenant believed.
39. The Tenant's legal representative submitted that in SOT-57239-15, the Member found that continuing to use the same pest control company was unreasonable when a bug problem persisted. In this case, the evidence is that both the initial pest control contractor and the new contractor used the same treatments, which are industry standard, and therefore even if the Landlord had changed providers earlier, the same treatments would have been used.

40. The Tenant's legal representative also submitted that I should consider TST-71104-16. In that case a remedy was granted because only one unit was treated, but the Landlord did not treat other units or areas within the residential complex. That is not the situation here.
41. The Tenant sincerely believes that the Landlord could have and should have done something differently to treat the bugs but did not provide any evidence to refute the expert testimony on standard treatment and frequency of treatment for bedbugs.
42. The recordings that the Tenant submitted in evidence show that he was informed by the Landlord on several occasions that his behaviour led to difficulties in getting contractors who were willing to treat his unit. It is undisputed that because the Tenant did not trust some of the contractors who attempted pest control treatment of repairs in his unit, he challenged them or recorded them.
43. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to maintain the rental unit or residential complex with respect to the bedbugs. Based on the evidence before me, I find that the Landlord's response to the bedbug problem was reasonable. It was quick and persistent. The evidence is that industry standard products were used by two different companies, that the rental unit, other units, and common areas were treated regularly, and that there were periods of time with no bedbugs. I also find that while the Tenant understandably wanted the issue with the bedbugs to be resolved, his attempts to self treat hindered the professional treatment.

Conclusion

44. I am satisfied on a balance of probabilities that the Landlord responded reasonably to the maintenance issues in the T2/T6 application, Accordingly, the applications are dismissed.

It is ordered that:

1. The Tenant's applications are dismissed.

February 11, 2026

Date Issued

Margo den Haan

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.