



Order under Section 30 Residential Tenancies Act, 2006

Citation: Fearon v Downer, 2026 ONLTB 13860

Date: 2026-02-17

File Number: LTB-T-066511-24

In the matter of: 64 JACKSONVILLE DR
BRAMPTON ON L6P2Z2

Between: Julie-Ann Fearon
Rusheed Bonthorne
Sean Groves
Tenants

And

Theresa Downer
Landlord

Julie-Ann Fearon, Rusheed Bonthorne and Sean Groves (the 'Tenants') applied for an order determining that Theresa Downer (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 Landlord, the Landlord's Legal Representative, Taff Butters, the Tenants, Julie-Anne Fearon and Rusheed Bonthorne, and the Tenants' Legal Representative, Kush Gupta, attended the hearing.

Determinations:

1. The Tenants application was filed with the Board on August 17, 2024. In summary, the Tenants' application alleges that the Landlord failed to meet her maintenance obligations with respect to the dishwasher, the treatment of pests and the dryer.
2. The rental unit is a house, and the Tenants rented the main and upper floors for \$4,200.00 per month. The basement unit was rented to other tenants.

Dishwasher

3. The Tenant, Julie-Ann Fearon ('JF'), testified that when they viewed the rental unit as prospective tenants, they were not advised that the dishwasher was broken. It was JF's evidence that it was not until they picked up the keys for the rental unit that the Landlord

advised that the dishwasher was broken and that it had been broke for approximately three years. JF stated that the Landlord told her she would replace the dishwasher in February. However, the Landlord did not replace the dishwasher.

4. JF emailed the Landlord regarding the dishwasher on March 30, 2025. In her email, she stated that the replacement of the dishwasher is a landlord's obligation, which should have been done prior to the Tenants taking possession of the unit. The email also stated that the dishwasher could not be cleaned and was very dirty and unsanitary. The Landlord responded that the Tenants were aware that the dishwasher was broken when they signed the lease and suggested that JF told the Landlord that she was fine without a dishwasher and did not use one. A copy of the aforesaid correspondence was tendered as evidence.
5. The Tenant denied that she ever told the Landlord that she did not need or did not use a dishwasher.
6. Ultimately, the dishwasher was removed by the Landlord in or around June 2025 after by-law enforcement became involved. A Deficiency Report from the City of Brampton, dated April 10, 2025 (the 'Deficiency Report'), was tendered as evidence and the dishwasher was on the list of deficiencies. The action ordered was to replace or remove the inoperable dishwasher.
7. It was the Landlord's evidence that she was very clear with the Tenants from the beginning that there was no working dishwasher and that one of the reasons that she accepted them as tenants was due to the fact that JF stated that she did not need a dishwasher as she did not use one. However, there was no documentary evidence to support the Landlord's testimony that the Tenants agreed to take the unit knowing that they would not have a working dishwasher for the entire tenancy and there is no mention of the dishwasher being excluded in lease agreement that was provided.
8. Based on the evidence and submissions provided, I am not satisfied that the parties reached an agreement that a working dishwasher would not be supplied by the Landlord. Moreover, subsection 20(2) of the Act states that a landlord is reasonable for providing and maintaining the rental unit in a good state of repair even if the tenant was aware of the disrepair before entering into the tenancy agreement.
9. Accordingly, I find that the Landlord failed to meet her obligations to maintain and repair under section 20 of the Act.

Pest Infestation

10. It was not disputed that cockroaches were found in the unit and there was an infestation that required treatment. However, whether or not the infestation was resolved was disputed.
11. It was JF' evidence that she started seeing cockroaches in early January 2024 coming up through the kitchen sink. JF believed that the dishwasher was the breeding ground for the cockroaches as it could not be cleaned inside, was very unsanitary and provided spaces for the cockroaches to hide. JF acknowledged that the Landlord contracted a pest control company to treat the unit but could not recall the date of the first treatment. However, she

did testify that she recalled pest control coming to the rental unit in or around early April 2024.

12. A copy of the pest control report, dated April 1, 2024, was tendered as evidence. According to the report, the service performed was a 'roach follow up'. The report noted that no pest activity was noted at the time of service. JF stated that this was incorrect and that they continued to see cockroaches up until they vacated on August 31, 2025.
13. JF stated that she did not communicate with the Landlord directly regarding the continued presence of cockroaches but that continued cockroach activity was reported to by-law enforcement.
14. It was the Landlord's evidence that she was first advised by the Tenants of the cockroach issue on January 27, 2024. In response, she had a pest control technician attend the house and treat both rental units on February 13, 2024. A follow up inspection was conducted by pest control on April 1, 2024. The Landlord stated that she was not advised that the issue continued after that but that she did schedule another treatment later, for May 30, 2025, to ensure that the cockroaches had been eradicated completely. However, the Tenants' Legal Representative responded that the Tenants were not available that day. No other treatments were scheduled after that and she did not receive any further complaints from the Tenants or the basement tenants.
15. It was not disputed that there were cockroaches in the rental unit. However, this alone does not entitle the Tenants to damages. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal rejected the submission that a landlord was automatically in breach of its maintenance obligation as soon as an interruption in service occurred. The Court 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.
16. In this case, the Landlord scheduled pest control to treat both units in the home fairly quickly. The follow up inspection report, dated April 1, 2024, indicated that no pest activity was noted and there were no further complaints made by the Tenants to the Landlord after that date. In light of this, I find it reasonable for the Landlord to believe that the issue had been resolved.
17. The Deficiency Report was issued a year later by by-law enforcement and was sent to the Landlord. The report includes pest infestation and treatment in the list of deficiencies. The action ordered was to treat the house for cockroaches. The evidence suggests that the Landlord did try to treat the unit on May 30, 2025 but that the Tenants wanted to reschedule and so it did not occur. It is unclear why the treatment did not proceed on another date. However, there was no evidence provided of further complaints or follow ups from the Tenants regarding cockroach treatment or any further involvement from by-law enforcement after the deadline to comply set out in the Deficiency Report, being May 11, 2025.
18. On an application to the Board, the party that alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true. Based on the evidence and submissions provided I am not satisfied that the Landlord

failed to act within a reasonable time and/or manner with respect to the cockroach infestation. As such, I am not satisfied that the Landlord failed to meet their obligations under subsection 20 of the Act.

Dryer

19. JF testified that the issue with the dryer started a few months after moving in. Specifically, the dryer was taking a long time to dry the clothing, bedding, etc. JF sent text messages to the Landlord regarding this issue on May 6 and 7, 2024. JF stated that no one came to repair the dryer and they would have to take their heavy items to dry at the laundry mat or use her friend's dryer.
20. It was the Landlord's evidence that she had her son attend the unit to inspect the dryer. She stated that he tested the various drying modes and found that the dryer was working and appeared to be functioning normally.
21. Based on the evidence and submissions provided, I am not satisfied that the dryer was in a state of disrepair. The only evidence provided to suggest that there was something wrong with the dryer was JF's oral testimony, which was that the dryer took longer to dry items. This is not sufficient to establish that the dryer was in a state of disrepair as drying times may vary based on the load size and the type of fabric being dried.
22. Accordingly, I am not satisfied that the Landlord failed to meet their obligations under section 20 of the Act with respect to the dryer.

Remedies

23. The Tenants requested a total rent abatement of 50% for a period of 12 months. As the Tenants only succeeded with respect to the dishwasher allegations, I do not find a 50% rent abatement to be appropriate in the circumstances.
24. A rent abatement is intended to reflect the idea that if a tenant is paying rent for a bundle of goods and services and not receiving everything being paid for, then the tenant is entitled to abatement of the rent proportional to the difference between what is being paid for and what is being received.
25. Since the Landlord breached her obligations under section 20 by failing to perform the required repairs or replacement of the dishwasher, I find that an abatement of \$100.00 per month is appropriate based on my experience and knowledge of similar cases that have come before the Board.
26. Therefore, the Tenants are entitled to \$100.00 per month for a 12-month period from November 1, 2023 to October 31, 2024, totaling \$1,200.00.
27. The Tenants requested the Board to order an administrative fine. An administrative fine is a remedy to be used by the Board to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance. I am satisfied that the rent

abatement ordered shall serve as adequate deterrence and promote compliance from the Landlord.

28. The Tenants also request out-of-pocket expenses. However, there was little to no evidence provided regarding out-of-pocket costs at the hearing and the usually expected evidence to prove costs incurred such as invoices, receipts and/or bank statements, was not tendered as evidence at the hearing. Accordingly, no out-of-pocket costs shall be ordered.

29. The Tenants also requested that the Landlord be ordered to make repairs. However, since the Tenants have vacated this remedy is moot and shall not be ordered.

It is ordered that:

1. The Landlord shall pay the Tenants is \$1,248.00. This amount represents:
 - \$1,200.00 for a rent abatement; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by February 28, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by February 28, 2026, the Landlord will owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 17, 2026
Date Issued

Rachel Gibbons
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.