



Order under Section 30 Residential Tenancies Act, 2006

Citation: Ring v 26881156 Ontario Inc. and 14883993 Canada Inc, 2026 ONLTB 16562

Date: 2026-02-25

File Number: LTB-T-013250-23

In the matter of: 11, 58 Bloor Street
Sudbury ON P3C2K6

Between: David Ring Tenant

And

14883993 Canada Inc. Landlord

26881156 Ontario Inc. Former Landlord

David Ring (the 'Tenant') applied for an order determining that 14883993 Canada Inc. (the 'Landlord') and 26881156 Ontario Inc. (the 'Former 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 January 27, 2026 at 10:25 a.m.

The Tenant David Ring, the Landlord Shubh Garg and the Landlord's representative Janet van Oordt licensed paralegal attended the hearing. Melissa Robinson and Marco Atalla also attended the hearing as witnesses for the Landlord.

As of 10:25 a.m., the Former 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 the evidence of the parties who were present.

Preliminary Issue:

Request to amend

1. Citing an administrative error, the Landlord requested the Board amend the application to remove Transparent Property Management Corp. and add 26881156 Ontario Inc. as the Former Landlord and 14883993 Canada Inc. as the current Landlord. The Landlord's

representative submitted the Landlord acquired the unit May 17, 2023. Entered into evidence was a signed Agreement of Purchase and Sale dated March 23, 2023.

2. The Tenant further requested to amend the application to extend the remedy period until March 2024.
3. Section 201(1)(f) of the *Residential Tenancies Act, 2006* (the 'Act') states:

The Board may, before, during or after a hearing, on its own motion and on notice to the parties, amend an application if the Board considers it appropriate to do so and if amending the application would not be unfair to any party.

4. As the request was undisputed by the Landlord the application was amended. I also considered the Board's *Rules of Procedure* section 15.3 and was satisfied the amendment is appropriate, would not significantly prejudice any party and is consistent with a fair and expeditious proceedings.
5. Further, as it is undisputed the pest issue was remediated, and it is also undisputed the deadbolt has been repaired, the Board raised the issue whether the Tenant wished to withdraw the portions of their application seeking remedies ordering the Landlord to remediate the pests and for an order to repair the deadbolt on the door. As these issues were moot, the Tenant sought to withdraw these portions of the application, and as the request was uncontested, these portions of the application were withdrawn.

Determinations:

6. As explained below, the Tenant proved on a balance of probabilities some of the allegations contained in the application. Therefore, the Landlord must pay a rent abatement to the Tenant of \$307.86 by March 8, 2026. Below are my reasons.
7. The T6 application was filed January 19, 2023 and the Tenant alleges the Landlord failed to comply with maintenance standards in relation to the deadbolt, the intercom and addressing pests in the rental unit.
8. The Tenant seeks a rent abatement for the period of time when the unit was infested with pests and in a state of disrepair, as well as reimbursement for out-of-pocket expenses related to the repairing the deadbolt and replacing damaged personal items as a result of the pest issue. The Tenant also sought an order for the Landlord to repair the intercom.
9. The lawful monthly rent from June 2022 to December 2022 was \$668.93 and was increased to \$685.65 from January 2023 to April 2023.

T6 Application

10. 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.
11. 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.

12. 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*.

Deadbolt Issue

13. The Tenant testified that on or about September 30, 2022 the Tenant noticed the deadbolt was broken. The Tenant further testified that he observed the lock move and the door slightly open that night, and suggested it was someone attempting to open the door to gain access to the rental unit.
14. The Tenant testified he repaired the lock by changing the deadbolt himself on or about October 1, 2022. The Tenant further testified he never informed the Former Landlord, or the Landlord about this issue.
15. The Landlord testified he was never informed about the deadbolt issue.
16. I find that because the Former Landlord nor the Landlord were not informed about the issue with the deadbolt, they could not have known there was a problem.
17. Because the Tenant did not inform the Former Landlord nor the Landlord about the issue with the deadbolt, this portion of the Application is dismissed.

Intercom issue

18. The Tenant testified that in 2019 the Tenant began experiencing issues with the intercom system and as a result was no longer able to allow entry to guests directly from his rental unit; instead, he was forced walk down the stairs to let guests into the residential complex manually. The issue is ongoing and has not been resolved.
19. The Tenant further testified he never informed the Former Landlord, nor the Landlord about this issue and claimed that a landlord should know whether these types of systems are operational.
20. The Landlord testified he was never informed about the intercom issue.
21. I find that because the Former Landlord nor the Landlord were not informed about the issue with the deadbolt, they could not have known there was a problem.
22. Because the Tenant did not inform the Landlord nor the Landlord about the issue with the deadbolt, this portion of the application is dismissed.

Pest issue

Tenant's Evidence

23. The Tenant testified that on June 8, 2022 the Tenant began noticing bed bugs in the rental unit, informed the Former Landlord on June 8, 2022 about the infestation, and that the Former Landlord did not address the issue. Entered into evidence was a copy of the email dated June 8, 2022 from the Tenant to the Former Landlord, via the property manager – the Landlord's agent, regarding the bedbugs.
24. The Tenant further testified that because the Former Landlord delayed in addressing the bedbugs, he contacted the City of Sudbury on June 10, 2022 to report the issue. Entered into evidence was a log prepared by the Tenant – the Tenant testified he had follow-up conversations with City staff on June 30, July 22, August 11, September 12, September 16, and September 27 about the issue. Also entered into evidence were Incident Reports from the City of Sudbury dated June 28, 2022, July 18, 2022 and September 12, 2022 which log interactions between the City and the Tenant beginning June 28, 2022 ending December 13, 2022.
25. The Tenant testified that because no action had been taken to address the bed bugs he informed the Landlord again on June 23, 2022.
26. The Tenant further testified the Former Landlord first treated the unit for pests on September 30, 2022; however, alleged the spray was for cockroaches only, not bed bugs. Again, the unit was treated for bed bugs November 25, 2022, December 16, 2022 and January 16, 2023. Entered into evidence was an undated service report from Abell Pest Control, the Tenant testified the Report was completed following the treatment on November 25, 2022. Also entered into evidence was an email outlining a service contract between the Former Landlord and Abell Pest Control dated June 22, 2022.
27. Entered into evidence were photographs taken by the Tenant on or about June 2022 showing bite marks on the Tenant's body, and photos showing a plastic bag the Tenant alleges personal items were stored to shield them from the infestation. The Tenant further testified that he experienced problems sleeping as well as heightened anxiety as a result of the delay in treating the unit.
28. The Tenant further testified that April 14, 2023 was the last time the bed bug issue was 'bad', and the issue was fully resolved by March 2024.

Landlord's Evidence

29. The Landlord denied knowing about the bed bug issue when the Landlord acquired the building in May 2023; however, testified he completed regular inspections of all rental units within in the residential complex and responds to any concerns about pests immediately after learning about them. The Landlord further testified he completed approximately \$500,000.00 in renovations to the residential complex in 2023 and during this process did not observe issues with bed bugs in the rental unit.

30. The Landlord further testified he received a complaint about bed bugs in October 2024 and immediately completed an inspection of the full residential complex. Entered into evidence was a service report from a contractor BHT dated October 7, 2024 which shows the rental unit was prepared, an inspection was completed and “no traces or sign of bed bugs were found.”

Analysis

31. On the basis of the evidence provided, I am satisfied with the presence of bed bugs in the rental unit beginning June 8, 2022, and the removal of these pests exceeded the Tenants’ responsibility for ordinary cleanliness, pursuant to section 33 of *the Act*. I am also satisfied that the Tenant informed the Landlord of the infestation promptly by informing the Landlord’s agent, the property management company on June 8, 2022.
32. With respect to the timeline and actions taken by the parties involved, including the steps taken by the Landlord with respect to inspection and remediation, I find there are inconsistencies with the dates provided in the Tenant’s testimony, the dates contained in the Tenant’s written log, and the dates recorded in the City of Sudbury’s Incident Reports.
33. The Tenant claims the Former Landlord took no action; however, the Incident Report dated June 28, 2022 (updated July 11, 2022) states that on June 29, 2022 City of Sudbury staff spoke with the Landlord’s property manager, and the property manager advised City staff that Orkin was at the property last week to do an inspection and will return the first week of July to address the infestation and provide remediation. Further, the Incident Report dated July 18, 2022 (updated July 22, 2022) states that on July 22, 2022 City of Sudbury staff learned the Landlord has entered into a one-year contract with Abell Pest Control to better address the rodent and bed bug infestation at the residential complex and that the Landlord shared a copy of the Service Contract with the City. Moreover, the Tenant’s own evidence shows the Landlord entered into a contract specifically for the monthly treatment of 5 units for roaches and mice, and bed bug treatment on a per unit basis. Perhaps most notably, the City of Sudbury’s Incident Report entry shows the City closed the file at this juncture.
34. I place considerable weight on the Incident Reports from the City of Sudbury as they are detailed, sequential, dated and time stamped. After reviewing all of the evidence, I find that the Landlord took immediate action to hire a contractor to investigate the issue meaning in short, I find the Landlord’s actions were reasonable up until July 22, 2022.
35. It is also undisputed that pest treatment for the rental unit occurred on September 30, 2022 for cockroaches. While the Tenant alleged this was not adequate, the Incident Report from the City of Sudbury dated September 12, (updated December 13, 2022) stated that on September 12, 2022 the Tenant complained to City staff that there were cockroaches.
36. In short, after July 22, 2022 there is no documentary evidence which supports the Former Landlord took any additional steps to address the pest issue until September 30, 2022 when the Former Landlord treated the Tenant’s unit for cockroaches. After which the unit was treated November 25, 2022, December 16, 2022 and January 16, 2023. Therefore, I find the Former Landlords’ response to the pests was once again reasonable beginning

September 20, 2022 as the evidence, including the Tenant's own testimony, shows that regular treatment occurred after that date and the Former Landlord had a pest control contract in place.

37. In short, based on my findings above, I find the Former Landlord breached their responsibilities pursuant to s. 20(1) of *the Act* with respect to the pest issue from July 22, 2022, which is the date the Former Landlord entered an agreement with the pest control company to September 30, 2022 which is the date the first treatment in the subject unit was completed. My reason follows the findings in *Onyskiw*, where the court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs. Here, taking a contextual approach to the circumstances, I find similarly that this gap between investigation and physically executing a bed bug treatment broke the chain of reasonable steps being taken by the Former Landlord. As a result, the Former Landlord's breach occurred at the moment they began failing to take reasonable steps – which is clearly when the Landlord failed to execute a treatment despite having a pest control contract in place.
38. Accordingly, as the Former Landlord breached his obligations under *the Act* from July 22, 2022 to September 30, 2022, I find that this portion of the Tenant's T6 application should be granted. The quantum of remedies will be discussed in the "remedies" section below.
39. Based on the Tenant's testimony that the seriousness of the bed bug problem was mitigated from a '8 out of 10 level of seriousness' at the onset in June 2022, to a '4 out of 10 level of seriousness' during the treatment period, to a level according to the Tenant's own testimony where it 'was no longer bad' in April 2023, I find the issues were resolved by the time the new Landlord, 14883993 Canada Inc., acquired the property in May 2023. If the pest issue reoccurred, I find that the Tenant would have to inform the new Landlord about any new issue. Here, I prefer the testimony of the Landlord that they were not informed by the Tenant about ongoing pest issues, and therefore, as the new Landlord was not informed about any new or ongoing issues, could not have known about them.
40. Therefore, the Tenant did not prove on a balance of probabilities that the Landlord, 14883993 Canada Inc., breached section 20 of *the Act*. As the bed bug issue was resolved by April 2023, prior to the date the Landlord took possession of the property, the Landlord, 14883993 Canada Inc is not responsible for paying any portion of the remedies contained in this order. The application against the Landlord 14883993 Canada Inc. is dismissed.
41. The application fee was paid via a fee waiver.

Remedies

Rent Abatement

42. An abatement of rent is a contractual remedy based on the principle that if the tenant is paying 100% of the rent, then the tenant should be getting 100% of the services; and should a tenant receive any reduction in services, then a tenant should be entitled to abatement equal to the difference in value. The claimant bears the burden of proving both

that services were reduced and the amount of the reduction with reasonable particularity. Abatements are awarded by reference to the proportionate loss in value — not on a punitive or speculative basis

43. The Tenant requested a rent abatement of \$8,680.30 as well as an additional \$2,740.00 upon amending the application for the Landlord's/Formal Landlord's breach of its maintenance obligations calculated as a 100% rent abatement. Given the evidence, I find the Tenant's request for this quantity of a rent abatement is not reasonable, but some compensation is warranted.
44. The Tenant did not provide any documentary evidence to support any figure beyond a 100% abatement, so I must consider the appropriate method to calculate a fair and reasonable value of the rent abatement.
45. In determining an appropriate quantum, I have considered the Tenant's testimony about the severity of the issue, as well as it resulted in some negative health consequences — namely physical bite marks as well as some impact on the Tenant's sleep. I have also factored in that the Tenant led no documentary medical evidence that might support the Tenant's testimony regarding any health impacts.
46. Given all of the above, and my experience of similar cases, it seems to me a reasonable and appropriate abatement would be equivalent to 20% of the lawful monthly rent.
47. Based on the lawful monthly rent during that period of \$668.93, daily compensation is \$21.99. This amount is calculated as follows: $\$668.93 \times 12$, divided by 365 days. The Former Landlord was in breach from July 22, 2022 to September 30, 2022, a period of approximately 70 days. $\$21.99 \times 70$, divided by 20 equals \$307.86.
48. The Former Landlord shall pay to the Tenant \$307.86 as a rent abatement.

Costs to Repair Damaged Property / Out of Pocket Expenses

49. The Tenant testified as a result of the pest infestation and the Former Landlord's breach of section 20 of *the Act*, the Tenant disposed of sheets, linens, a duvet, a pillowcase and a living room rug. The Tenant further claimed out-of-pocket expenses the Tenant incurred to make a Freedom of Information ("FOI") request to gather documents related to this case. The Tenant claimed \$263.00 to replace the damaged items and an additional \$30.10 in compensation for the FOI request.
50. The Tenant led no documentary evidence to support the Tenant's testimony that these items were damaged in the first place, new items were purchased to replace them, and no financial documentation was entered into evidence to support the Tenant's testimony that he actually incurred \$263.00 in expenses to replace these items. I find all of this evidence would have been easy to obtain and since the onus is on the Tenant to prove their claim, I find the Tenant led insufficient evidence to adequately prove they were entitled to the aforementioned remedy. Similarly, as the Tenant led insufficient evidence to support his testimony that he actually incurred costs regarding the FOI request, this portion of the claim is also denied.

It is ordered that:

1. The Former Landlord, 26881156 Ontario Inc., shall pay to the Tenant a rent abatement of \$307.86 for breaching their maintenance obligations from July 22, 2022 to September 30, 2022.
2. The Former Landlord, 26881156 Ontario Inc shall pay the Tenants the full amount owing by March 8, 2026.
3. If the Former Landlord does not pay to the Tenant the full amount owing by March 6, 2026 the Former Landlord will owe interest. This will be simple interest calculated from March 7, 2026 at 4.00% annually on the outstanding balance.

February 25, 2026
Date Issued

Greg Witt
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.