



Order under Section 31 Residential Tenancies Act, 2006

Citation: Stringer v Pereira, 2026 ONLTB 17284

Date: 2026-03-02

File Number: LTB-T-076941-24

In the matter of: 20, 1 PARADISE BLVD
BRECHIN ON L0K1B0

Between: Andrea Stringer Tenant

And

Euzebio Pereira Landlord

T2 Application:

Andrea Stringer (the 'Tenant') applied for an order determining that Euzebio Pereira (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

T6 Application:

The Tenant also applied for an order determining that 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 January 21, 2026.

The Landlord, the Tenant, and the Tenant's witnesses, Blair Woods ('BW') and Tyler Stringer ('TS'), attended the hearing.

Determinations:

Preliminary Issue – Adjournment Request

1. The Landlord requested an adjournment because he said he filed a request to have the Tenant's application heard together with his own application (LTB-L-051627-25).

2. The Landlord's reasoning for why the matters should be heard together is that the parties are the same, the applications relate to the same unit, and both parties are seeking to recover money from the other in their respective applications.
3. I denied the adjournment request because there are no overlapping issues between the applications that would result in more efficient or expeditions hearings if the matters are heard together, there would not be duplicative evidence presented if the matters are heard separately, and there is not a risk of inconsistent findings on the two applications.

Merits of the Applications:

4. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities.
5. The rental unit is a townhouse unit in a condominium complex. The Landlord does not own any other units in the condominium complex.

The Law:

T2 Application:

6. Section 22 of the Act states:

Landlord not to interfere with reasonable enjoyment

22 A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household. 2006, c. 17, s. 22.

7. Section 22 of the Act uses the work 'substantial' to qualify the interference covered by this provision. This means that landlords are not normally held liable for mere annoyances or trivial incidents. It also uses the word 'reasonable' to qualify the enjoyment protected by this provision. This means that the standard to be applied is not that of the particular tenant before the LTB, but that of the reasonable tenant in similar circumstances: *TST-55210-14*, 2014 CanLII, 58631 (ON LTB), para 32.

T6 Application:

8. Section 20 of the Act states:

Landlord's responsibility to repair

20 (1) 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. 2006, c. 17, s. 20 (1).

Same

(2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement. 2006, c. 17, s. 20 (2).

9. The Court of Appeal for Ontario has rejected the proposition that this provision ought to be interpreted such that a landlord is in breach of their maintenance obligations as soon as a maintenance issue arises. Rather, a contextual approach, including consideration of the “entirety of the factual situation”, must be applied to determine whether a landlord has breached their maintenance obligations under the Act: *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, paras 58-60, 84-86; *TST-98783-18 (Re)*, 2019 CanLII 87665 (ON LTB).
10. Generally, landlords are not held liable for maintenance issues that arise if the landlord addresses the issue of disrepair in a timely and effective manner once they become aware, or ought to have become aware, of the issue: *TST-67067-16 (Re)*, 2016 CanLII 72234 (ON LTB), para 33; *LTB Interpretation Guideline #5: Breach of Maintenance Obligations*.

Evidence of the Parties:

11. The Tenant’s application was filed on September 16, 2024. Subsection 29(2) of the Act prescribes a one-year limitation period for both T2 and T6 applications. This means that the LTB does not have jurisdiction to order remedies on these types of applications relative to any time that is more than one year before the application was filed: ss. 29(2), *Residential Tenancies Act, 2006*; *Vlahovich v. Toronto Community Housing Corporation*, 2010 ONSC 1686, paras 9-10.
12. The allegations in both the T2 and T6 applications are about bed bugs. In the T6 application, the Tenant also alleges that there was flooding in the rental in November 2023 causing the flooring to become warped. She alleges the cause of the flooding was resolved when the hot water tank was replaced, but the Landlord never addressed the warped flooring.

Bed Bugs:

13. The Tenant said that the bed bug issue started in November 2022, and it was never resolved. She said the bed bugs were in her bed and she was being bitten frequently.
14. The Tenant did not know the dates, but she said that the Landlord had a heat treatment done, then a spray treatment, and then another spray treatment 21 days later. The pest control contractor who did this work was BW.
15. The Tenant’s evidence was that BW had previously attended to unit to address an issue with mice, so when the bed bug issue arose, she phoned the Landlord and suggested that she could call BW about the bed bugs. She said that she and the Landlord thought this would be okay, and they jointly retained BW to address the bed bugs. The Tenant said that

TS paid for part of the bed bug treatment by sending money to the Landlord each month for four months.

16. TS said that he informed the Landlord that the bed bug treatments would cost \$800.00. He said the Landlord told him that he could not afford to pay this amount, so TS told the Landlord he would pay half because he wanted to get the issue addressed expeditiously. He said he then gave the Landlord \$100.00 per month for four months. The Landlord acknowledged that TS gave him \$400.00 toward the bed bug treatment.
17. The Landlord said that he believes he was the one who phoned BW to attend the unit to address the bed bugs. BW said that the Landlord contacted him about pest control services. BW said he thinks this started in 2023, but said it might have been sooner.
18. BW has owned and operated a pest control company for about 15 years.
19. TS said that when BW came to address the bed bugs, he did a great job, and went "above and beyond". He said BW eradicated the bed bugs downstairs, but not upstairs. On cross-examination, TS was asked if he recalled a conversation with the Landlord about BW doing a poor job and TS wanting a different exterminator. TS said that it was hard to eradicate the bed bugs and that he said he did not know what to do. TS said he recalls that the Landlord suggested a different exterminator, but it was decided to instead see what BW could do.
20. TS also acknowledged on cross-examination that he initially told the Landlord the bed bugs were only in his room. He said that they were primarily in his room at that time, though he does not know if they were elsewhere in the unit as well.
21. BW said on direct examination that he does not know the dates, but that he attended the unit 5-6 times, perhaps more, for treatments and inspections before and after the treatments. When asked if the bed bug issue was effectively resolved after the treatments, he said that it took some time, but that is common when it comes to bed bugs. On cross-examination, BW said that he conducted at least 6 treatments, and may have attended the unit a total of 10 times. He acknowledged that the Landlord did not ever restrict or limit any treatments.
22. BW said that most communication was through the Tenant, and not the Landlord. He said that he treated the unit as best he could. He said that initially the unit was prepared well for treatment. On subsequent attendances, it was not prepared as well, but BW recognized the Tenant and TS were dealing with some issues, and that where necessary, he did additional preparation as he went, as needed.
23. When asked if there was anything else that could have been done about the bed bugs, BW said no, and that the case was complicated because he could not enter neighbouring units. He said there would be times with no activity, but then the bed bugs would return. He said he told the Landlord that neighbouring units may be exacerbating the issue.
24. TS said that apparently a neighbour said that another neighbour intentionally tried to infect the unit with bed bugs. I give this evidence no weight. It is double hearsay evidence, and the information purportedly came from an unidentified "neighbour" about another unidentified neighbour. The substance of this information was not presented to the LTB under oath or solemn affirmation, and the evidence could not be tested on cross-

examination. Further, not only was there no information about the identity of either neighbour allegedly involved, there was also no information presented about who TS got this information from. This evidence is not reliable.

25. The Landlord said that he had discussions with the neighbours on both sides of the unit, and both confirmed that they did not have any issues with bed bugs.
26. The Tenant moved out of the rental unit on April 8, 2025, and said that the bed bug issue had not been resolved by that time. She said that her son, TS, somehow got rid of the bed bugs in his living area downstairs, but that they remained active in her bedroom.

Flooring:

27. The Tenant said that one day her son woke up and the floor was wet. He thought the fridge had leaked, and called the Landlord about it. The Tenant could not recall the date that this occurred, but believed it was in November 2023. The Landlord could also not recall the date, but said the issue with the flooring arose in late 2023, which is consistent with the Tenant's evidence about the timing.
28. The Tenant said that the water caused damage to the floor, but it not repaired up to the time she moved out. The Landlord said he would get a truck, the Tenant and TS could put their things in it, and he would fix the floors.
29. TS said that initially part of the flooring was bending up a little bit, and he phoned the Landlord to ask if he wanted him to place a book on it to try to flatten it back out. The Landlord answered affirmatively, so TS did this. Then TS said that he went to sleep and when he woke up there was water on the floor near the fridge and the whole floor was "wavy". He said he tried to soak up the water, then went to sleep. He said that when he woke up, the warping of the flooring was getting worse. He said he phoned the Landlord to tell him that the floor was getting bad, and sent the Landlord photos of it.
30. TS said that after he phoned the Landlord, someone from Reliance attended, whom he presumes was sent by the Landlord. TS said that the person from Reliance checked the water heater and said it needed to be replaced. He said that another person attended and said the tank was very old.
31. The Landlord said that after TS phoned him about the water and floor issue, the Landlord phoned Reliance and told them it is an emergency, and they attended the unit. He said he was trying initially to go through Reliance to have the floors fixed, but that took time, so he asked his insurer to take over.
32. After this, TS said that someone came to replace the hot water tank, but said it would be unsafe to remove it, and some wood would have to be removed. The Landlord then removed some wood, and said he was going to try to have the tank repaired.
33. TS said that the Landlord was dealing with his insurer, and the repairs kept getting dragged out. At one point around August 2024 TS said the Landlord said that he wanted TS and the Tenant out of the unit. TS said that the floor was not repaired before he and the Tenant moved out.

34. The Landlord proposed, at one point, that he would get a truck that the Tenant's property from the affected area could be placed, he would have the floor repaired, and then the Tenant's property returned.
35. On cross-examination, the Tenant said that the Landlord's suggestion about repairing the flooring was not made until 8 months after the issue arose, and that she did not want her property removed from the premises. The Landlord's position was that he was originally dealing with Reliance, then his insurer, and once there was a repair plan in place, the Tenant refused.
36. The Landlord acknowledged that the flooring was not repaired before the Tenant and TS moved out, but said it was because the Tenant did not want her property to be temporarily removed in a truck. She wanted her property left in the driveway. The Landlord could not recall the timing of this, but I accept the Tenant's evidence that this was about 8 months after the issue initially arose.
37. TS said the floor was a tripping hazard, and a potential fall is scary for him because he has had some surgeries relative to significant medical issues.

Analysis:

38. All of the Tenant's allegations are about maintenance. Substantial interference with reasonable enjoyment is a very broad and general claim. It could, hypothetically encompass almost any issue arising in a residential tenancy relationship. However, where an issue on an application fall under a more specific and applicable provision of the Act, the issue should be determined in accordance with the more specific and applicable provision: see, for example, *CET-68554-17-RV*, 2017 CanLII 93918 (ON LTB), para 19.
39. In this case, the issues about maintenance should be determined on the T6 application, which alleges that the Landlord breached his maintenance obligations under section 20 of the Act, because this is a specific, applicable provision in place under which such issues are intended to be resolved. These allegations should be resolved in the context of the distinct legal tests and available remedies provided for by the Act relative to maintenance issues: see ss. 20, 29(1)1, & 30, *Residential Tenancies Act, 2006*.
40. The T2 application is therefore dismissed, because it is the wrong type of application to address maintenance issues.
41. I found each of the witnesses to have been credible and sincere, but there were significant issues with the evidence of the Tenant and her witnesses.
42. This is the Tenant's application, so she bears the burden of proof on a balance of probabilities. To prove something on a balance of probabilities, one must present sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that something happened or a fact is true: *FH v. McDougall*, 2008 SCC 53 (CanLII), paras 44-46.
43. I accept that there were bed bugs in the unit beginning in about November 2022, which is outside the limitation period. The evidence about the timeline of events thereafter relative to the bed bugs was sparse and vague. On cross-examination, the Landlord said he called

BW right away after he was informed about the bed bugs, and this was the best evidence as to the timeline for when BW first attended the unit.

44. There was no evidence at all about the specific dates that BW treated the unit, inspected the unit, or the results of any particular inspection. The best evidence before me was that the Landlord promptly retained a pest control contractor after being told there were bed bugs in the unit, the unit was treated approximately 6 times, BW did everything he could about the bed bugs, and the Landlord did not restrict the work BW was permitted to do.
45. BW told the Landlord that the issue may be exacerbated by neighbouring units, but the Landlord spoke to the residents of those units, and was told they did not have bed bug issues. The Landlord did not own those neighbouring units, and did not have any right to impose inspections or treatments on those units.
46. I accept the Tenant's evidence that bed bugs remained in her room until the end of the tenancy, but the unit was treated numerous times after her initial complaint, and there was not evidence presented that the Tenant contacted the Landlord after BW's final treatment and inspection to inform that the issue was not resolved and was ongoing.
47. There was no reliable evidence as to whether any of BW's treatments occurred within the limitation period, and no clear, convincing, and cogent evidence that, after BW's last treatment, the Tenant informed the Landlord the issue was not resolved. There was not sufficient evidence to establish that the Landlord knew or ought to have known that the issue persisted into a time within the limitation period. This means there was not enough evidence presented by the Tenant to prove the Landlord breached the Act relative to the bed bugs at any point within the limitation period.
48. The Landlord was responsible for maintaining the rental unit in a good state of repair and fit for habitation, and that means the Landlord was responsible to pay for necessary repairs and maintenance. This is the case unless the repair or maintenance was required because of undue damage caused by the willful or negligent conduct of the Tenant or someone living with or visiting her. In this case, there was no evidence that the bed bugs were caused by the willful or negligent conduct of the Tenant or anyone else living with or visiting her.
49. This means the Landlord was required to pay for the pest control treatment. Even if TS agreed to pay for half of it, the Landlord's maintenance obligations are set out in the Act, and parties cannot contract out of their rights and responsibilities under the Act: ss. 3(1) & 20, *Residential Tenancies Act, 2006*.
50. I cannot, however, order the Landlord to repay the \$400.00 paid for pest control by TS because there was not sufficient clear, convincing, and cogent evidence presented to prove these payments were made within the limitation period. In other words, there was not sufficient evidence for me to determine if I have jurisdiction to order this remedy.
51. Taking all of the evidence presented into account and considering the entire context, I cannot grant the Tenant's application relative to bed bugs for the reasons set out above.
52. The flooring issue did occur within the limitation period. It was not contested that the floor was not in a state of good repair from approximately November 2023 until the Tenant moved out of the unit. The best evidence before me was that the Landlord did not propose

any solution until 8 months after the issue arose. Although I accept that the Landlord was discussing repairs during this period with Reliance and his insurer, this does not excuse this 8-month delay. The Act requires that maintenance issue be addressed in a timely and effective manner once the Landlord knows or ought to know of the issue, and the Act and case law do not provide that what amounts to a timely repair is extended because an insurer or other third party is involved. I therefore find that the Landlord was in breach of the Act for this 8-month period.

53. It is reasonable that the Tenant's property would have to be removed from the affected area to allow for the repairs to the floor to be completed. The Landlord's proposal that he would get a truck to temporarily hold the Tenant's property while the work was completed was reasonable. The Tenant's refusal to cooperate relative to this reasonable solution amounted to the Tenant interfering with the Landlord's attempt to resolve the issue.
54. A tenant is not entitled to a remedy relative to a maintenance issue for a period during which the tenant interfered with, or prevented, a landlord's attempt to address the issue. In this case, I find that the Tenant is not entitled to a remedy past the initial 8-month period because, for the rest of the tenancy, the Tenant prevented the Landlord from being able to make the necessary repairs.
55. The T6 application is granted relative to the issue with warped flooring for the 8-month period after the issue first arose. The balance of the T6 application is dismissed.

Remedies

56. In the T6 application, the Tenant sought
 - a) a 30% rent abatement for the 10 months preceding filing the application, up to the hearing date;
 - b) \$1,280.00 for the cost to repair damaged or destroyed property. Only \$50 was related to the flooring issue, for the cost of an area rug that was allegedly water damaged, and the rest was related to the bed bugs; and
 - c) An order that the Landlord repair the issues identified in the application.
57. Since the tenancy has ended, the request for an order that the Landlord conduct repairs is moot.
58. The Tenant referred to the area rug in her evidence, but presented no clear, convincing, and cogent evidence as to the value or replacement cost of the rug. Since I cannot determine the value of the rug, I cannot order that the Landlord compensate the Tenant for this.
59. The Tenant is entitled to a rent abatement for the 8-month period described above.
60. I accept TS' evidence that the floor was a tripping hazard, and this was particularly concerning for him due to his medical issues. Most of the Tenant's evidence about the impact of the maintenance issues related to the bed bugs, but I accept that the flooring issue caused stress, the floors were unsightly, and this would have posed a potential tripping hazard for the Tenant as well.

61. A rent abatement is a remedy premised on the idea that if one pays 100% of the rent, they should get 100% of the value of what they pay for, including a unit that is in a state of good repair and fit for habitation. An abatement is intended to account for the proportion of the value of the lawful rent that a tenant did not receive because of a landlord's breach of the Act.
62. In this case, the damaged flooring was limited to the first floor, but this was the home's main floor. This is where TS lived, and is an area that would be frequently used by the Tenant as well. In my view, the Tenant is entitled to a 10% abatement of rent for 8 months for this issue. I find that the Tenant lost 10% of the value of the rental unit because of the state of repair of the affected flooring. This was not a purely aesthetic issue. It was an issue that impaired the ability of the Tenant and TS to use the affected area of the house because of the tripping hazard, and as noted above, I also accept that the ongoing disrepair caused stress for the Tenant.
63. The monthly rent at the relevant time was \$940.00. The Tenant is therefore entitled to a rent abatement of \$752.00 [$\$940.00 \times 10\% \times 8 \text{ months}$].

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$752.00 for a rent abatement.
2. The Landlord shall pay the Tenant the full amount owing by March 13, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 13, 2026, the Landlord will owe interest. This will be simple interest calculated from March 14, 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.

March 2, 2026
Date Issued

Mark Melchers
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.