



## **Order under Section 30 Residential Tenancies Act, 2006**

**Citation:** Barry v Partheniou, 2026 ONLTB 18754

**Date:** 2026-03-03

**File Number:** LTB-T-085894-24

**In the matter of:** 4712 COOKMAN CRES  
NIAGARA FALLS ON L2E1C2

**Between:** Lindsey Barry Tenant

**And**

John I Partheniou Landlord

Lindsey Barry (the 'Tenant') applied for an order determining that John I Partheniou (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 14, 2026.

The Landlord and the Tenant attended the hearing.

### **Determinations:**

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The Tenant's T6 application alleges that the Landlord failed to meet its maintenance obligations with respect to the following three issues:
  - a) Bed bug infestation in rental unit;
  - b) A hole in the wall; and
  - c) A gap at back door of the rental unit.

#### **Bed Bug Infestation**

3. The Tenant testified that she and her three children were being bitten by something since moving into the rental unit. She initially thought it was mosquitos, but during a deep clean of the unit in December, 2023 she noticed bugs crawling on the bed frame.
4. She stated that she was hesitant to tell the Landlord as she was intimidated by him, but did notify the Landlord via a text message on March 18, 2024.

5. After being notified, the Landlord brought in an exterminator a few days later, on March 21, 2024 who confirmed that there were bed bugs in the unit. Based on the recommendations of the exterminator a steam cleaning was done and recommendations on cleaning were provided to the Tenant.
6. On April 16, 2024 the Tenant sent a text message to the Landlord advising him that the steam cleaning and recommendations of the exterminator did not resolve the bed bug issue.
7. The Landlord attempted to arrange for an exterminator to re-attend the property for treatment. However an alleged disagreement between the Tenant and exterminator regarding treatment and preparation of the unit resulted in the exterminator declining the job.
8. Arrangements were made for another exterminator to attend the property and on April 20, 2024 an exterminator from Akim Pest Control attended the rental unit and went over pre-treatment preparation an instructions with the Tenant. On April 26, 2024 the exterminator from Akim Pest Control reattended and treated the unit.
9. In July 2024 the Tenant advised the Landlord that the bed bugs were still present in the unit. A subsequent treatment of the unit occurred on July 28, 2024.
10. The Tenant requested a follow-up inspection in November, 2024, and on November 12, 2024 an exterminator attended the rental unit for an inspection and sent a text message to the Landlord that no bed bugs were found result: all okay.
11. The Tenant did not raise the issue of bed bugs any further with the Landlord during the remainder of the tenancy. Although she testified that the issue never full resolved. She stated that she replaced her furniture in March 2025 and purchased plug-ins which reduced the bed bugs and stopped her and her children from being bitten, but that she was still finding bugs around the baseboards until vacating the rental unit on November 29, 2025.
12. The Landlord submits that he believes the Tenants brought in the bedbugs and that he did everything he could with respect to the issue when it was brought to his attention.

Hole in the wall

13. The Tenant testified that during a walk-through of the unit prior to moving in a hole was observed in the plaster on the wall of the stairwell and pointed out to the Landlord. The Tenant states that the Landlord advised her it would be fixed in the spring, but the hole was never fixed.
14. The Tenant's witness David Russell testified that he was present when the Tenant moved into the rental unit and there was a hole in the wall of the staircase.
15. The Landlord disputes that the hole was present during a walk-through of the unit as the entire unit was painted prior to the Tenant moving in. He believes that the hole was caused by the Tenant when she moved into the rental. The Landlord states he only became aware of the hole during an inspection of the unit in April 2024.

16. No evidence was produced by the Landlord that any action was taken on his part to address the hole in the wall, or that the hole in the wall was repaired.

Gap at back door of rental unit

17. The Tenant testified that the back door of the rental unit which leads to the basement had a 2 ½ to 3 inch gap at the bottom of the door causing the unit to be cold in the winter and hot in the summer.
18. The Tenant stated that she first noticed that this was an issue in the fall of 2024 when the weather became cooler. She notified the Landlord of the issue in November, 2024.
19. She indicated that the Landlord looked at the door, but doesn't believe he did anything about the issue until July 23, 2025 and that the repair completed by the Landlord at that time did not resolve the issue.
20. The Landlord stated that after being advised of the issue on November 16, 2024 he attended the rental unit on November 22, 2024 and worked on and adjusted the door and repainted it. After completing that work he did not receive any further complaints from the Tenant regarding the door.
21. He further stated that he did do additional work to the door on July 8, 2025 by adding an additional layer of plywood and weatherstripping. He states that the rental unit is an older house and the door the Tenant is referring to leads to a staircase into the basement from the exterior and that there is a secondary door at the basement level providing additional insulation.

**Analysis**

22. Pursuant to section 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.
23. 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.

*Bed Bug Infestation*

24. There is no dispute between the parties that a bed bug infestation was brought to the attention of the Landlord in March 2024. In this case, the issue is whether the Landlord responded reasonably, and if he then properly addressed the problem in a timely and reasonable manner. The Landlord responded to the initial complaint of bed bugs in a timely manner and had a steam treatment implemented as suggested by the exterminator. When the initial steam treatment was unsuccessful a more aggressive treatment was

implemented with respect to the issue. Months then went by without the Tenant advising the Landlord that the bed bug issue had not resolved. When the issue was again brought to the Landlord's attention in July, further treatment occurred in a timely manner. Again after several months the Tenant reached out to the Landlord requesting an inspection of the unit for bed bugs in November 2024 as they believed the issue had not resolved. An inspection by an exterminator occurred promptly which reveal no bed bugs.

25. Although the Landlord could have followed-up with the Tenant regarding the issue of bed bugs during the gaps in time between complaints. I do not find it unreasonable for the Landlord to rely on the Tenant who is residing in the rental unit to keep the Landlord up to date on the existence of bed bugs in the unit. In the circumstances I find that the Landlord responded to the issue reasonably and was not in breach of their maintenance obligations under section 20(1).

*Hole in the wall*

26. Based on the evidence before me I am satisfied that the Landlord took no action with respect to a hole in the wall of the staircase of the rental unit once brought to his attention. I am satisfied that the Landlord is in breach of his maintenance obligations under section 20(1) with respect to this issue. However, the Tenant sought no remedy with respect to this issue in their application.

*Gap at back door of rental unit*

27. The issue was first brought to the attention of the Landlord on November 16, 2024. The evidence before me is that the Landlord attended on November 22, 2024 and performed work on the door. The Tenant does not believe any work was completed on the door, or if work was completed it had no effect on the issue. However, I heard no evidence from the Tenant that she advised the Landlord that the issue regarding the door had not been resolved after his attendance at the property on November 22, 2024. On the evidence before me I am not satisfied on a balance of probabilities that the Landlord is in breach of his maintenance obligations pursuant to section 20(1) respecting this issue.

**It is ordered that:**

1. The Tenant's application is dismissed.

**March 3, 2026**  
**Date Issued**

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Sean Ramage  
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.