



**Order under Section 69  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-034732-25

**In the matter of:** UNIT A, 61 STURGEON MEADOWS AVE  
LEAMINGTON ON N8H5H4

**Between:** HELEN FRIESEN Landlord  
GEORGE FRIESEN

**And**

AMANDA TAYLOR Tenant

HELEN FRIESEN and GEORGE FRIESEN (the 'Landlord') applied for an order to terminate the tenancy and evict AMANDA TAYLOR (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference initially on October 7, 2025 and again on December 12, 2025.

The Landlords, the Landlords' Representative Caitlin Coletta, the Landlords' witness Ike Neufeld, the Tenant and the Tenant's Representative Justin Levesque attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

**Determinations:**

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The rental unit is a 4-plex and the Tenant has resided in unit A for 12 years.
4. The lawful rent is \$808.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$26.56. This amount is calculated as follows: \$808.00 x 12, divided by 365 days.

6. The Tenant has paid \$1,616.00 to the Landlord since the application was filed.
7. The rent arrears owing to December 31, 2025, are \$10,504.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$700.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$141.89 is owing to the Tenant for the period from January 1, 2014 to December 12, 2025.

## Section 82 Issues

### Mice

11. The Tenant testified that the Landlord was aware of mice and rats in the unit since at least July 3, 2024, and continuing to the date of this hearing. A copy of the text message was submitted as evidence.
12. The Tenant testified to further communication on October 4, 2024, in which the Landlord acknowledge there are mice everywhere and they don't know what to do, so maybe she should consider moving, which was followed by notice that the Landlord required the unit for their son to move into. Copies of the text messages were submitted as evidence.
13. The Tenant testified to the condition of the unit and their belongings caused by the mice, and submitted into evidence pictures of the cupboards, food, pots and pans covered in mice feces and urine. The Tenant further submitted photos of the holes, missing vents, gaps under doors and open walls which have never been repaired and continue to allow the mice access into the unit. A copy of a bylaw service request and an Order to Remedy was also submitted as evidence.
14. The Tenant testified that as a result of the on-going issue with the mice, her family has lost food and clothes, and she and her children are unable to enjoy the unit and her son is afraid to be in the unit.
15. The Tenant testified that the Landlord has had pest control attend the unit for the mice and traps have been set, but the Landlord has continually failed to follow the advice of pest control and seal the points of entry to stop the mice from continuing to get in.
16. The Landlord Helen Friesen (HF) testified that they have had pest control attend multiple times for the mice and received the Order to Remedy on October 4, 2024 with a deadline to comply by October 23, 2024, which they were found to comply with.
17. HF testified that they responded each time the Tenant brought the issue to their attention and submitted a report from the pest control stating on March 24, 2025, there were no signs of mice, feedings or droppings.

18. The Landlord George Friesen testified that the Tenant's unit is cluttered, dirty and she leaves the front door open, contributing to the issue of the mice and that the Landlord has done everything they can to address the issue.
19. Based on the evidence before me, I find that the Landlord did have pest control attend but failed to fill/seal all points of entry which allowed the mice to repeatedly gain access to the unit causing the Tenant to have to deal with the mice, feces and urine.

### **Cockroaches**

20. The Tenant testified that tenants moved in downstairs and shortly after three were cockroaches in her unit.
21. The Tenant testified that the cockroaches were seen throughout the entire unit and although the Landlord treated the unit, it was not in a reasonable time and as a result she lost a couch, a tv and a microwave. She also had out-of-pocket expenses for staying out of the unit, powders, traps and food. Photos and videos of the cockroaches were submitted as evidence.
22. HF testified that the Landlord responded each time to the reports of the cockroaches and had the unit treated multiple times until the unit was free of any cockroaches. Copies of the invoices from the pest control company were submitted as evidence.
23. At the hearing, the Tenant confirmed there are no cockroaches in her unit.

### **Substantial interference**

24. The Tenant testified that the Landlord substantially interfered with the reasonable enjoyment of the rental unit by not properly addressing the issues in her unit causing health issues for her and her children and causing her son to be afraid to stay in the unit.
25. The Tenant further testified that the Landlord served her with an N12 notice to vacate the unit so their son could move into the unit and then withdrew the application with no notice to her. She further testified that she was served the N12 in retaliation because she called bylaw and the application was withdrawn without notice to her to cause continued stress and anxiety.
26. HF testified that the N12 notice was served because her son had good faith intentions on moving into the unit and only suggested the Tenant move out of the unit because they Tenant was not satisfied with the Landlords attempts to correct the issues.
27. HF testified that the L2 application was withdrawn due to a change in circumstances for her son and he was no longer going to be moving into the unit.

### **Mold**

28. The Tenant testified that there was mold throughout the unit which she would have to clean every 1 to 1.5 months.
29. The Tenant referred to photos submitted of the windows and alleged that there was mold.

30. HF testified that the order to remedy listed all issues and all issues were remedied by the deadline of October 23, 2024.

### **A/C and Heat**

31. The Tenant testified that she reported to the Landlord on May 26, 2025, that the AC was not working and after the repair, the AC broke again leaving her with no AC from June 4, 2025, to June 17, 2025, and the temperature of her unit was as high as 29 degrees. A video of the thermostat showing the temperature of 29 degrees in the unit on June 17, 2025, was submitted as evidence.
32. The Tenant testified that she was without heat from December 20, 2024, through to January 7, 2025 and she had to heat the unit using the oven until the Landlord supplied 2 space heaters on January 4, 2025. She further testified that she had to stay out of the unit because it was too cold to stay in it.
33. HF testified that once they sent a repair man in response to the Tenant informing them of the issues with the AC and the heat and that they provided the Tenant with space heaters while waiting for the new furnace to be installed.
34. The Landlords' witness Ike Neufeld (IN) testified that he was an HVAC technician and worked for the Landlords.
35. IN testified that he attended the unit and repaired the wiring to the thermostat after the Tenant's complaint in May 2025 and again attended and replaced a wire in June 2024, both times the AC unit was working after the repair and there have been no issues since.
36. IN testified that he attended the Tenant's unit twice to repair the furnace between December 20, 2024 and January 7, 2025, when the furnace was totally replaced.

### **Windows**

37. The Tenant testified that there were no screens on the windows. Photos of the windows were submitted as evidence.
38. HF testified that the windows were part of the order to remedy and all of the issues were remedied by the deadline of October 23, 2024.

### **Remedies**

39. The Tenant is seeking a rent abatement for the issues outlined above as follows:

Mice - 50% abatement plus \$1,000.00 in compensation for wasted food and clothing, \$1,000.00 for out-of-pocket expenses, \$1,000.00 for loss of enjoyment and an order for pest control and filling/closing all gaps and points of access.

Cockroaches - 15% abatement for 13 months plus \$500.00 for out-of-pocket expenses and \$250.00 for loss of enjoyment.

Substantial Interference - 20% abatement starting from October 28, 2024 plus \$1000.00 in general compensation for pain and suffering and a \$500.00 fine to the LTB.

Mold - 15% abatement.

A/C – 25% abatement for 1 month, \$500.00 for out-of-pocket expenses and \$500.00 for loss of enjoyment.

Windows – 15% abatement and \$500.00 for loss of enjoyment

Furnace – 20% abatement from December 20, 2024, to January 7, 2025.

40. At the conclusion of the December 12, 2025, hearing, the parties agreed to provide written submissions. I have reviewed those submissions.
41. Based on the evidence at the hearings and the submissions I received, I am satisfied that in all the circumstances a 20% abatement of rent is appropriate for the 18 months that the Tenant dealt with the issue of the mouse infestation ( $\$161.60 \times 18 = \$2,908.80$ ).
42. Although the Landlord sent pest control and traps were provided, I find that the Landlord failed to properly seal all points of entry and therefore allowed the mice to continue to gain entry to the unit.
43. In regard to the cockroaches, mold, A/C, windows and heating, I do not find an abatement or compensation is warranted. Furthermore, the Tenant did not provide any receipts for the loss of any food clothing or other personal belongings.
44. 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.
45. Based on the evidence and testimony before me, I find that the Landlord responded in a reasonable amount of time and each issue was appropriately addressed.
46. In regard to substantial interference, I find that although the Tenant submitted medical documentation of her concerns to the doctor and why she believes she and her family are having health conditions, I do not find that the medical documentation supports her claims. Furthermore, I find the Landlord did not substantially interfere with the Tenant's reasonable enjoyment of the unit by serving the Tenant with an N12 notice, as the Landlord had the legal right to do, and then withdraw when the Landlords' son no longer required the unit. Therefore, no compensation shall be awarded for this portion of the application.

**Relief from Eviction**

47. The Landlord is seeking termination of the tenancy and submitted that the loss of the rental income has caused financial hardship.
48. The Tenant is seeking for the Board to refuse eviction based on section 83(3) of the Act alleging the Landlord is in serious breach of certain obligations.
49. Although I find the Landlord did not respond adequately to the issue of the mice, I do find that the Landlord responded adequately and within a reasonable time for the remainder of the issues. Therefore, I do not find that the Landlord was in serious breach of its obligation which would cause me to refuse eviction.
50. At the hearing, the Tenant testified that she can not afford to move due to the increase in rent, that she would pay the arrears and if evicted she would end up in a shelter.
51. In the written submissions on behalf of the Tenant, no suggestion of a reasonable payment plan or request for additional time to find alternative housing was put forward.
52. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act. This will allow for some additional time for the Tenant to find additional housing for her and her children.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$10,205.20 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,450.03. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit and the rent abatement/rebate awarded to the Tenant are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$26.56 per day for the use of the unit starting December 13, 2025 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 1, 2026.

**March 2, 2026**  
**Date Issued**

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Brenda Mercer  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 1, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026**

|                                                                                        |                    |
|----------------------------------------------------------------------------------------|--------------------|
| Rent Owing To March 31, 2026                                                           | \$14,544.00        |
| Application Filing Fee                                                                 | \$186.00           |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$1,616.00       |
| <b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}          | - \$2,908.80       |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$10,205.20</b> |

**B. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$11,630.72          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed                              | - \$1,616.00         |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$700.00           |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$141.89           |
| <b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}                                       | - \$2,908.80         |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$6,450.03</b>    |
| Plus daily compensation owing for each day of occupation starting December 13, 2025                                 | \$26.56<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |