



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

**Citation:** Bocan Enterprises Inc v Savoie, 2026 ONLTB 19212

**Date:** 2026-03-05

**File Number:** LTB-L-067748-24

**In the matter of:** 302, 1262 GRENADIER DR  
SUDBURY ON P3A4K8

**Between:** Bocan Enterprises Inc Landlord

**And**

Cheryl Savoie Tenant

Bocan Enterprises Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Cheryl Savoie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2026.

The Landlord's representative, Bob Nikolic, and the Tenant attended the hearing.

### **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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on September 30, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,059.46. It was due on the day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to September 30, 2025 are \$4,812.84.
7. The Tenant disputed this amount,
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 \$975.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
10. Interest on the rent deposit, in the amount of \$127.90 is owing to the Tenant for the period from August 1, 2018 to September 30, 2025.

Section 82 Issues raised by Tenant

11. Section 82 of the *Residential Tenancies Act*, 2006 (the 'Act') allows a tenant to raise any issues which could form the basis for a tenant's application in the course of a landlord's application based on non-payment of rent, without having to file a separate tenant's application. The LTB can then make any order that it could have made had the tenant made an application.
12. The limitation period which would have applied had the tenant's claim been brought in a separate application will apply when it is brought pursuant to s. 82 of the Act. Section 29(2) provides that tenants cannot file applications more than one year after the day the alleged conduct giving rise to the application occurred.
13. It is undisputed that on January 31, 2025, the Tenant filed a list of section 82 issues she intended to raise [Doc 4961955]. As such, any issues that first arose on or before January 31, 2024 are outside of the limitation period.

*Fridge*

14. The issue with the Tenant's fridge arose on August 1, 2019. Therefore, I find that the Tenant is statute barred from raising this issue on January 31, 2025.

*Damage to Tenant's guest's car*

15. The issue with a tree branch causing damage to the car of the Tenant's guest occurred on June 27, 2022. Therefore, I find that the Tenant is statute barred from raising this issue on January 31, 2025.

*Squirrels in attic*

16. The issue with squirrels in the attic arose in the summer of 2023, with the Tenant advising the Landlord about the squirrels in September 2023. Therefore, I find that the Tenant is statute barred from raising this issue on January 31, 2025.

*No heat in the master bedroom*

17. The Tenant stated that she discovered there was no heat in the master bedroom in March 2023, advised the Landlord's agent about the issue in September 2023 and followed up with the Landlord in December 2023. She said the heater was still not fixed when she vacated the unit. I find that the Tenant is statute barred from raising this issue on January 31, 2025.

*Notices of Entry*

18. The Tenant only raises this issue in defence to an allegation by the Landlord's agent that she denied entry into the unit. The Tenant denies that allegation. Rather, for safety reasons, she stipulated that she had to be present in the unit for any service calls or inspections. As such, no determination is made with respect to this issue.

*Mouse and cockroach infestation*

19. The Tenant testified that on April 26, 2024 she saw some mouse droppings on a table. She later heard a chewing sound in the kitchen. On April 30, 2024, she notified that Landlord that there were mice in the unit after she found mouse droppings in the kitchen and damaged food packages (i.e. chewed). The Landlord inspected the unit on May 2, 2024 but saw no evidence of mice because the Tenant had cleaned the unit and discarded any damaged food packages.
20. On May 8, 2024, the Tenant sent a text to the Landlord's agent asking for an exterminator to be arranged because she had seen mice running in the hallway on May 7, 2024. That same day, before the Landlord's agent could respond, the Tenant arranged for Orkin Pest Control to attend the unit on May 9, 2024. In the meantime, the Landlord served a Notice of Entry for May 9, 2024 for the Landlord's pest control technician (i.e. Able Pest Control) to enter the unit. Although the Landlord's pest control technician attended the unit on May 9, 2024 and placed traps throughout the unit, the Tenant did not cancel the appointment with her own pest control company. They attended the unit in the afternoon of May 9, 2024 and the Tenant asked them to check the steps the Landlord's pest control technician had taken and to add any further treatment they felt needed to be done.
21. On July 20, 2024, the Tenant texted the Landlord to say the mice were back and attached pictures of mouse droppings [Doc 4537945, page 7]. The Landlord's agent inspected the unit on July 25, 2024, stated that there were no visible traps and accused the Tenant of playing games. The Tenant produced a photograph she said she took on July 25, 2024 of traps in the unit [Doc 4535570] from both the Landlord's and her exterminators.
22. On June 10, 2024, the Tenant advised the Landlord that there were cockroaches in the unit [Doc 4537849]. They were discovered by her exterminator on June 10, 2024 and she advised the Landlord her exterminator was treating the unit for cockroaches. Her text messages read as follows:

Great. I have cockroaches now.

Orkin is here now and found them. Your guy from Abell has never been back.

When Orkin comes back (as they will be for the next 3 months) if there are cockroaches found again you will not get the full rent...

June 24, 2024: Orkin update for you...The technician is here now and just found more roaches under the sink cupboard. They are continuing with treatments every two weeks until mid August

23. The Tenant texted the Landlord's agent a photograph of a cockroach taken by her on July 20, 2024. Although the Landlord never responded to the Tenant's communications regarding roaches, the Tenant confirmed that her pest control technician was addressing same.
24. On August 7, 2024, the Landlord's pest control technician attended the unit, confirmed there was evidence of mice behind the stove and replenished the missing bait [Doc 4874300]. While the Tenant stated that mice were still present in the unit when she vacated the unit on September 30, 2024, she admitted that she had no further communications with the Landlord regarding mice or cockroaches after August 7, 2024.
25. The Landlord's agent stated that their pest control company conducts regular monthly pest control treatment for mice and cockroaches in all common areas, laundry, garbage chute room and well as addressing any tenant complaints. After the Tenant called the Landlord's agent on April 30, 2024, he inspected the unit on May 2, 2024. Despite not seeing any evidence of rodents or damage, he arranged for a pest control treatment in the Tenant's unit on May 9, 2024 [Doc 4966427, pages 2 & 3]. The Landlord produced a copy of the May 9, 2024 report from their pest control technician confirming the treatment (i.e. pesticide application and mouse traps) [Doc 4874283]
26. In response to the Tenant's letter dated July 18, 2024, the Landlord's agent conducted a second inspection of the unit on July 25, 2025. He did not observe any traps from Abell or Orkin in the Tenant's unit. He arranged for the Landlord's pest control technician to return to the unit on August 7, 2024. Their report confirms the only thing they had to do was rebait a mouse trap behind the stove.

*Water damage to kitchen wall*

27. During the summer of 2024, the Tenant noticed that the paint on her kitchen wall began to exhibit signs of water damage (i.e. stains, paint bubbles) which she attributed to a leak from her neighbour's bathroom. She produced photographs of her kitchen wall taken in October 2019 [Doc 4537767, pages 1-3] as well as photographs of the same wall taken by her in May 2024. The Tenant texted photographs of the wall damage to the Landlord on June 24, 2024, which text said that the leak he was ordered to fix in the neighbour's apartment was now causing damage in her apartment. The Landlord did not respond.
28. The Tenant attempted to raise the issue of the wall damage with the landlord's agent during his inspection of the unit on July 25, 2024, but he refused to discuss it. The wall damage was not repaired at the time the Tenant vacated the unit.
29. The Landlord's agent stated that during the July 25, 2024 inspection and an inspection of the unit after the Tenant vacated, he did not see any evidence of water damage on the kitchen wall of the unit. He stated that the Tenant never brought the issue of water damage to his attention.
30. The Landlord's agent produced the following:
  - tenancy agreement [Doc 4966295, page 2] confirming phone numbers for emergencies or day-to-day communications (i.e. rental office: 705-521-1438 and main office: 705-674-7080).

- tenancy agreement (page 13) which states that any repair requests are to be in writing via a physical note delivered to the project superintendent and that verbal complaints, text messages and emails are not accepted.
  - Sign outside residential complex [Doc 4966295] confirming the office telephone number is 705-521-1438.
  - Notice on office door above mail slot [Doc 496312] advising Tenants to call 705-521-1438 for service; for normal repairs, fill out a repair form and put in mail slot; for urgent service, call the office (705-521-1438) or the main office (706-674-7080).
  - Text exchange [4537684] with Jovana (wife of the Landlord's agent) where Jovana advises that she only deals with rent and directs the Tenant to prepare a work order (i.e. written repair request) and leave it in the office.
  - Text exchange [4538004] between Jovana (i.e. Donwood Office) and Tenant, page 4 of which the Tenant confirms she will complete the proper request form
31. The Landlord's agent testified that while the Tenant claims she was texting her complaints to him, the phone numbers identified on the tenancy agreement, the sign outside the residential complex and the notice to Tenants on the office door are land lines which do not accept text messages. He denied that the Tenant ever texted him, although he is aware that his wife, who handles rent issues, was texting the Tenant about rent arrears. As such, he says the Landlord never received proper notification from the Tenant about maintenance issues.

### Analysis

32. The Tenant alleges the Landlord breached section 20(1) of the Residential Tenancies Act, 2006 (the 'Act') by failing to address a mouse and cockroach infestation and water damage in the unit. Section 20(1) of the Act provides that 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.
33. In the case *Onyskiw v. CJM Property Management*, 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.
34. Based on the evidence before the Board, I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to maintain the rental unit.
35. With respect to mice and cockroaches, the evidence shows that immediately after being advised that there were mice in the unit on April 30, 2024, the Landlord's agent served a Notice of Entry and inspected the unit two days later. It is undisputed that he observed no evidence of mice, given that the Tenant had cleaned the unit. Despite this, the Landlord's pest control technician treated the unit on May 9, 2024, installing traps and applying a pesticide. I am satisfied that while the Tenant may have been sending texts to another staff

member of the Landlord (i.e. Jovana) about ongoing issues, the evidence confirms that the Jovana advised the Tenant that she only dealt with rent and that the Tenant had to submit maintenance complaints through the proper channel (i.e. written request form submitted to the office). After she did so (July 18, 2024), the Landlord's agent conducted an inspection one week later, after which the Landlord's pest control technician attended at the unit on August 7, 2024 to rebait one of the traps.

36. The Tenant did not challenge the evidence of the Landlord's agent that common areas in the residential complex are treated monthly for mice and cockroaches. The Tenant also had her own pest control technician (i.e. Orkin) treating the unit over a three-month period, starting on May 9, 2024. Despite that there was a monthly pest control treatment in the common areas and two pest control companies were treating the Tenant's unit, the Tenant maintains that the mice and cockroach problem in her unit persisted. However, none of the photographs produced by the Tenant are date stamped. As such, I cannot confirm when they were taken. While the Tenant produced a photograph of traps she said she took on July 25, 2024 [Doc 4535570], that document is identified in the Board's portal as "Aug 15<sup>th</sup> mouse trap proof".
37. With respect to the water damage to the kitchen wall, it is undisputed that the Tenant was not reporting damage as required but rather was texting complaints to a staff member who was only responsible for rent. There is no documentary evidence that the Tenant submitted a written maintenance request to the office after the Landlord's staff member advised her to do so. As such, I am not satisfied that this issue was brought to the Landlord's attention. Given that the pictures of the kitchen wall in the Tenant's unit are not date stamped, I cannot confirm when they were taken.
38. Given the evidence before me and in accordance with *Onyskiw*, I cannot find that the Landlord failed to meet their obligations under subsection 20(1) of the Act. Therefore, the Tenant's section 82 claims are dismissed.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of September 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$3,895.94. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 17, 2026 at 4.00% annually on the balance outstanding.

**March 5, 2026**  
**Date Issued**

---

Karen Gonçalves  
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.

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

**A. Amount the Tenant must pay as the tenancy is terminated**

|                                                                         |                   |
|-------------------------------------------------------------------------|-------------------|
| Rent Owing To Move Out Date                                             | \$4,812.84        |
| Application Filing Fee                                                  | \$186.00          |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$975.00        |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$127.90        |
| <b>Total amount owing to the Landlord</b>                               | <b>\$3,895.94</b> |