



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

**Citation:** Gilks v Homestead Land Holdings Limited, 2026 ONLTB  
20758 **Date:** 2026-03-19

**File Number:** LTB-T-071658-24

**In the matter of:** 203, 33 ROBINSON ST  
HAMILTON ON L8P1Y8

**Between:** Gary Gilks Tenant

**And**

Homestead Land Holdings Limited Landlord

Gary Gilks (the 'Tenant') applied for an order determining that Homestead Land Holdings Limited ('Homestead') (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 March 5, 2026. The Landlord's Agent, Sachin Patel ('SP'), and Landlord's Representative, Crystal Sankey, and the Tenant attended the hearing.

### **Determinations:**

#### Preliminary Issues:

##### *Application Amendments*

1. The Tenant requests amendments to their application. The amendments include change to the correct name of the Landlord to Homestead Land Holdings Limited, changes to the requested remedies, and clarifying details about the allegations. This was served to the Landlord and the LTB on or about November 29, 2025.
2. The Landlord did not object to the requested amendments.
3. Therefore, I granted the Tenant's request to amend the application. The style of cause has been updated to reflect the correct Landlord name.

### *Tenant's Evidence*

4. The Landlord seeks to exclude the Tenant's evidence because the Tenant failed to abide by the Interim Order. Paragraph 5 of the Interim Order issued on October 2, 2025, refers to the need for evidence to be in keeping with the Board's Practice Direction on Evidence. However, the evidence provided to the Landlord was an e-mail with multiple links to "zip" files. There was no record of this documentary evidence having been uploaded into Tribunals Ontario Portal ('portal'), although the Tenant confirms having e-mailed this to the Board.
5. Evidence must be provided to the Board in a format the Board can access. Zip files are not an acceptable file format.
6. As the Tenant, or his representative, failed to take steps in accordance with the Interim Order, I find it would be prejudicial to allow the Tenant to rely on those documents at the hearing. Further, the Board did not have the e-mail the Tenant says he sent in, and even if the document was in the portal, it did not follow the acceptable file format. Therefore, the Tenant's evidence contained in an e-mail with zip file attachments was excluded.

### *Request to Dismiss Tenant's Application*

7. The Landlord also feels the Tenant's application should be dismissed because it lacks sufficient particulars such that the Landlord could respond to the claims.
8. Upon review of the application, there is a lack of some particulars. However, I find that there are enough particulars such that the Landlord could reasonably be expected to understand the case to be met. For example, there are headings and a description of the issue under each heading. Each area is a distinct item, for example, a cockroach infestation. In my view, it is unlikely the Landlord could not understand there was a cockroach infestation alleged whether or not dates of the infestation were clearly elucidated. Further, the Landlord told the Board that they have reply evidence to rely upon which suggests the Landlord did understand the case to be met.
9. Given that the Landlord was able to assemble reply evidence, I was not of the view that the Tenant's application should be dismissed as I find there are sufficient particulars such that the Landlord could reasonably understand the case to be met.

### Tenant's T6 Application

10. As explained below, the Tenant did not prove the allegations contained in the application. As such, the Tenant's application is dismissed.
11. The Tenant claims that the Landlord has failed to repair the following areas:
  - i. Bathroom ceiling/Kitchen sink backup/Cockroach infestation
  - ii. Unreasonable Repair Expectations and Refusal to Accommodate
  - iii. Defective Fire Alarm System

## iv. Non-functioning Security System

*Bathroom Ceiling/Kitchen Sink Backup/Cockroach Infestation*

12. The Tenant says that about 10 years earlier, there had been a flood above the Tenant's rental unit. This caused the ceiling to cave in. The Tenant says he contacted his Landlord multiple times about repairing the ceiling, but to date the issue is still unresolved. He states chunks of plaster and peeling paint are in the main bathroom. He also claims his ensuite bathroom is affected by the water damage; however, this was not claimed in his application. The Tenant requested repair to the ceiling several times before filing the application with the Board. However, no one attended to repair the problem.
13. The Tenant also claims that in October 2022, a plumbing repair was conducted. There had been frequent "back-ups" of his kitchen sink, and this necessitated repairs. When the repairs were completed, the plumber did not fix or seal a hole under the sink. This has allowed cockroaches from other units to invade the Tenant's rental unit. He explains that the rental unit has not been treated, and he still has an infestation.
14. SP is the property manager for the building. SP does not dispute that the ceiling needs to be repaired, or that there is a cockroach problem, although he denies there is a problem under the kitchen sink. Regardless, SP states he has repeatedly attempted to have the repairs conducted and pest control attend, but the Tenant refuses entry every time. SP introduced an e-mail sent by the Tenant dated November 20, 2025, in which the Tenant states: "...be advised that no entry is authorized, *and absolutely none will be permitted.*" (Doc-7322597, pg 13).
15. SP testified that they have repeatedly given the Tenant notices to enter the rental unit, but the Tenant refuses entry each time. The Landlord presented 11 notices of entry, for entry between March 13, 2025, and February 2, 2026, for pest control or to have the repairs completed to repair the damage in the Tenant's unit (Doc-7322597, pgs 2-10, 12, 14).
16. The Tenant acknowledges and agrees he has refused entry since about October 2022. He states he has computer equipment and other electronics that he does not want to have ruined by the dust from the repairs that are necessary. He also told the Board that he had reached out to a senior executive from the Landlord's organization in the summer of 2023, proposing what he believes is a reasonable solution. He wishes to relocate into another rental unit; however, he does not wish to have his rent increase as a result. He explains the Landlord has never agreed to his suggestion to move into a different unit. The Landlord posits that the Tenant's refusal of entry coincides with the Landlord's refusal to provide the Tenant with a new unit at the same rent.
17. The Tenant also told the Board that he has refused pest control. He has a small dog who is very important to him. He contacted a veterinarian who told him that the chemicals used for pest control treatment can be lethal to pets. The Tenant also states his dog had a habit of eating the cockroaches, and if those cockroaches had been exposed to the pesticides, his dog could become seriously ill.

18. Section 20(1) of the Act states: “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.”
19. Section 27(1) of the Act states, in-part: “A landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry under the following circumstances:

1. To carry out a repair or replacement or do work in the rental unit.”

20. Although the lack of repair extends over a lengthy period, the limitation period in this matter is one year from the Tenant’s application having been filed pursuant to s. 29(2). In this case, the application was filed on October 3, 2024. Thus, any remedies can only extend back to October 4, 2023. In *Toronto Community Housing Corp v. Vlahovich*, [2010] OJ No. 1463 (Ont. Div. Ct.), the Divisional Court found that remedies cannot exceed 12 months prior to when the application was filed although evidence of prior disrepair could be admissible if it helps to illustrate the cause of disrepair.
21. So even if the Tenant’s evidence demonstrates that the Landlord may not have initially responded to the Tenant’s request for maintenance in a timely, appropriate, and reasonable fashion following the ceiling collapse in the bathroom, the Board cannot provide a remedy for that period of time.
22. Section 27 of the Act does not suggest that the Tenant may refuse entry. As such, the Tenant does not come to the Board with clean hands. The Tenant has thwarted every attempt the Landlord has made to try to effect repairs since at least the summer of 2023. The Tenant cannot come to the Board asking for resolution when the Landlord has proposed, on multiple occasions, resolutions which he has failed to cooperate with.
23. The Board understands the Tenant’s concern with regard to pest control and his pet. However, given the Tenant’s evidence, he has not even entertained a conversation with the Landlord or their pest control company about the safety and efficacy of various pest control treatments which could be implemented without risking his pet’s health.
24. I am also not persuaded that the Tenant’s reason to refuse the ceiling repair is reasonable. He told the Board it is because he has sensitive electronic equipment, such as computer(s), which may be affected by the dust and mess associated with the bathroom ceiling repairs. However, cockroaches also infest electronic equipment and would impact the use of these items. It does not accord that the dust would present any higher risk than the cockroaches.
25. Whether the Tenant’s underlying reason for refusing is because he wishes to be moved into another rental unit, or because of his concerns about his pet’s health and the potential for a mess, the Tenant bears some responsibility for the state of his rental unit. As such, I do not find the Tenant is entitled to a remedy.

*Unreasonable Repair Expectations and Refusal to Accommodate*

26. The basis of this allegation seems to relate to the Landlord's efforts to conduct the repairs while the Tenant occupies the rental unit. For the same reasons as found above, I am not of the view the Tenant is entitled to a remedy, because the Tenant does not come to the Board with clean hands.
27. I do not find this allegation is properly brought on a T6 application, as it does not speak to the Landlord's lack of maintenance, rather it speaks to the Tenant's belief he should not have to live through the mess which may ensue because of the repairs. Regardless, SP told the Board that the repair was not so serious that it would require a lengthy period and that the contractors put up plastic over the doorways to assist in reducing the dust and mess. As for the pest control, since the Tenant has not even agreed to allow pest control into the rental unit, there has been no way to discuss his concerns regarding his pet.

*Defective Fire Alarm System*

28. The Tenant alleges that on January 6, 2024, the fire alarm system was ringing for 30 minutes. Again, on January 7, 2024, the fire alarm system was ringing for about 1.5 hours. In cross-examination, the Tenant agreed there were instructions provided to him over a speaker within his rental unit that evacuation was not necessary. However, he states it was very loud, and that there had been a history of false alarms in the complex. He believes the issue was caused by "kids setting them off."
29. SP states he is unaware of whether any alarms happened during this time, as he was not assigned to this building in January 2024. He explained there is monthly testing done; however, those alarms usually last only a few minutes.
30. Given the Tenant's evidence that the alarms were falsely set by occupants in the complex, I do not find that the Tenant has met his onus of proof that the Landlord failed to maintain the fire alarm system. The Tenant's own evidence is that he understood these were false alarms caused by kids. This demonstrates that the fire alarm system was working as it ought to; that is, when pulled an alarm is set. If a fire was detected, the occupants would have been forced to evacuate, but that is not what happened. As such, I do not find that the Tenant is entitled to a remedy.

*Non-functioning Security System*

31. The residential complex has a secure garage and storage lockers which the Tenant reports have a security camera system. However, the security cameras were not working for "seven or eight months." During this period, the Tenant's storage locker was broken into, and he had a valuable antique clock stolen from him. Additionally, his vehicle was damaged and broken into three times; once in June 2024, again in July and August 2024. The Tenant states he did report to police and says his Tenant's insurance would not cover the clock.

32. The Tenant says he spent \$2,300.00 repairing his vehicle, over and above what was covered by his insurer. The clock was an antique. He purchased the clock in 1972 and paid \$1,800.00 for it.
33. The Landlord did not lead any evidence to contest the Tenant's claim that the security system had been malfunctioning. However, the Landlord points to the Tenant's lack of corroboratory evidence, such as insurance claims, police reports, photos, estimates, or receipts.
34. Section 30(1)(5)(ii) says that if the Board determines that a landlord has breach an obligation under subsection 20(1), the Board may order the landlord to pay a specified sum to the tenant for the reasonable out-of-pocket expenses that the tenant has incurred or will incur as a result of the landlord's breach.
35. I do find that the security cameras were not working in the rental complex. This was not challenged in cross-examination of the Tenant, and the Landlord did not deny there was a problem with the cameras. However, I am not persuaded that had the cameras been working, this necessarily would have resulted in the Tenant's property not being damaged or stolen. Security cameras do not prevent theft or damage; they record it. Admittedly, they may act as a deterrent; however, the vandals easily could have worn disguises, etc. which would negate their deterrent effect. Security footage may have assisted in identifying the individuals responsible, but I do not find that their mere presence is akin to never suffering from loss or damage to a person's belongings.
36. Further, the onus on the Tenant is to establish the reasonable out-of-pocket expenses were that he incurred or may incur due to the Landlord's breach. There was insufficient evidence led, such as receipts, claims, or reports, to demonstrate the reasonable costs. Therefore, no order shall issue.
37. This order contains all of the reasons within it. No further reasons shall issue.

**It is ordered that:**

1. The Tenant's application is dismissed.

**March 19, 2026**

**Date Issued**

---

Jane Dean

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.