



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-096996-24

In the matter of: 405, 225 Sandwich
Amherstburg ON N9V0H5

Between: Lyric Aline Girgis Tenant
Micah Attia Girgis

And

Margaret Brunner Landlord
Piroli Group Developments

Lyric Aline Girgis and Micah Attia Girgis (the 'Tenant') applied for an order determining that Margaret Brunner and Piroli Group Developments (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. (T2 Application)
- 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. (T6 Application)

This application was heard by videoconference on March 16, 2026.

The Landlord's Legal Representative, Lauren Piroli, the Landlord's witness, Margaret Brunner, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Background to tenancy and the application:

2. The tenancy began on October 24, 2023. The rental unit is a one-bedroom apartment. The lawful monthly rent is \$1,485.00.
3. In the T6 application, the Tenant alleges that the Landlord breached its maintenance obligations with respect to a bat bug infestation and the balcony door seal in the rental unit.

4. In the T2 application, the Tenant alleges that the manner in which the Landlord addressed those issues substantially interfered with the Tenant's reasonable enjoyment of the rental unit:
5. Section 20(1) of the *Residential Tenancies Act, 2006* (the 'Act') sets out a landlord's maintenance obligations; it 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.

6. Substantial Interference. Section 22 of the Act states:

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.

7. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that a landlord will not be held liable for breaching its maintenance obligations if it responds to a maintenance issue reasonably in the circumstances.
8. The sequence of events was largely undisputed. The Tenant notified the Landlord by text message on July 29, 2024, that bat bugs had been seen in the rental unit. The Landlord arranged for an inspection on August 6, 2024, at which time the infestation was confirmed. The first pest treatment took place on August 8, 2024. A second treatment took place on August 22, 2024. The Tenant reported seeing further live bat bugs on September 4, 2024. A third treatment was then scheduled for September 12, 2024. By September 26, 2024, the issue was reported to have been resolved.

Tenant's evidence:

9. The Tenant testified that he and his family were unable to comfortably use and enjoy the rental unit because they had a young child and did not believe the unit was safe while the infestation continued. The Tenant further testified that the female Tenant and the child were bitten in July and September 2024. Photographs of the bites were submitted into evidence.
10. The Tenant stated that the balcony door did not seal properly and that this allowed the bat bugs to continue entering the rental unit between July and September 2024. The Tenant also testified that the Landlord did not properly address caulking at the baseboards and that this also contributed to the infestation.
11. The Tenant testified that there was a bird's nest on the balcony in July 2024 and that the nest was the likely source of the bugs. He stated that this was what he had been told by the exterminator during the inspection process. According to the Tenant, the nest contained swallows, and he was informed that these birds can carry bugs that are similar to bed bugs. However, the Tenant acknowledged that this belief was not based on his

own specialized knowledge. He admitted that his understanding came from what he had been told by the exterminator, and he did not file any expert report or other documentary evidence to establish that the bird's nest was in fact the source of the infestation.

Landlord's Evidence:

12. The Landlord called Margaret Brunner, the property manager, as a witness. Ms. Brunner testified that the pest control company, Orkin, advised that there was a significant amount of clutter in the rental unit, which made it difficult to properly inspect and treat all affected areas. The Landlord submitted an email dated August 15, 2024, advising the Tenant to clean and declutter the unit so that treatment could be carried out effectively.
13. Ms. Brunner also testified that Orkin did not remove the bird's nest because of environmental restrictions, and the pest control company was not legally permitted to remove it. She stated that the superintendent later removed the nest in either August or September 2024.
14. The Landlord's evidence also shows that the balcony door seal and issue was addressed on August 16, 2024, before the second treatment. The Landlord submitted a text message indicating that the door seal had been repaired or replaced as of that date.
15. Ms. Brunner testified that Orkin never advised management that the balcony door seal or the baseboard caulking was the cause of the infestation. She also referred to a service report dated September 26, 2024. According to Ms. Brunner, Orkin attended on that date to inspect the unit and treat it if necessary and concluded that the issue had been resolved and that no further service was required.
16. Overall, Ms. Brunner's evidence was that the Landlord responded promptly to the complaint, arranged Orkin attendances without significant delay once the issue was known, and was never advised by Orkin that the unit was unsafe to occupy for an extended period.

Analysis:

17. On the evidence before me, and on a balance of probabilities, I find that the Landlord's response was reasonable. Pest control attended within a short time after the initial report, and inspections or treatments occurred on three occasions between August and September 2024. It was undisputed that the Landlord continued to address the issue after the first treatment in accordance with the pest control technician's recommendations. The service report dated September 26, 2024, indicated that there was no further bat bug activity. I find that the Landlord's response to the bat bug issue was prompt, ongoing, and effective.
18. There is no evidence before me that it was necessary for the Tenant to vacate the rental unit during August and September 2024. The Tenant acknowledged that no one advised him to leave the unit and that no medical treatment was sought in relation to the bug bites. The Landlord's evidence was that the unit was safe to re-enter approximately four hours after treatment. On the record before me, the decision to remain out of the unit for a longer period was the Tenant's own choice.

19. I also find that the Landlord addressed each complaint raised by the Tenant within a reasonable time. The evidence shows that after the initial complaint, the Landlord arranged for professional inspection and treatment and continued with follow up attendance at approximately two-week intervals until the issue was resolved.
20. With respect to the Tenant's position that the bird's nest on the balcony was the source of the infestation, I find that the Tenant did not provide sufficient evidence to establish that fact. The Tenant did not submit expert evidence or documentary evidence confirming that the nest was the source of the bat bugs. In any event, the evidence shows that the balcony door seal was addressed by August 16, 2024, and the Landlord continued with treatment thereafter.
21. Consistent with *Onyskiw*, I am not satisfied that the Landlord breached subsection 20(1) of the Act with respect to the bat bug issue or the balcony door seal. I find that the Landlord acted reasonably and in a timely manner after being notified by the Tenant.
22. I am also not satisfied that the Landlord breached section 22 of the Act. Although the infestation was undoubtedly frustrating for the Tenant, the evidence does not establish that any act or omission of the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit. The Landlord responded reasonably to the issue and took appropriate steps to address it.
23. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
24. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant's applications are dismissed.

March 18, 2026
Date Issued

Joy Xiao
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.