



Order under Section 31 Residential Tenancies Act, 2006

Citation: Boulding-Fraser v Sunrise Property Management, 2026 ONLTB 23469

Date: 2026-03-25

File Number: LTB-T-101805-24

In the matter of: 305, 170 Park Road South
Oshawa ON L1J4H2

Between: Janine Boulding-Fraser Tenant
Evan Fraser
Elicia Middleton

And

170 Park Road LTD c/o Sunrise Property Management Landlord

T2 Application--Janine Boulding-Fraser, Evan Fraser and Elicia Middleton (the 'Tenant') applied for an order determining that Sunrise Property Management (the 'Landlord') and Wendy (the 'Superintendent'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

T6 Application--The Tenant also applied for an order determining that 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 16, 2026.

The Landlord's agent, Davendra Maharaj, the Landlord's witness, Julies Paolozza, and the Tenant attended the hearing.

Preliminary Issues:

Who are the parties to the application?

1. At the outset of the hearing, the parties agreed to remove the Landlord's superintendent, Wendy, as a respondent landlord. The parties agreed that Sunrise Property Management

should be named as the Landlord in the application. This amendment is reflected in this order.

2. The Landlord also requested an amendment to add 170 Park Road Ltd. as a respondent landlord on the basis that it is the owner of the building. A copy of the lease was entered into evidence at the hearing and indicates that the Landlord's legal name under the lease is 170 Park Road Ltd. I am satisfied that 170 Park Road Ltd. is also a landlord within the meaning of section 2 of the *Residential Tenancies Act, 2006* (the Act). Accordingly, the amendment is granted and is reflected in this order.

Who is the Tenant under the lease?

3. The Landlord's representative, Davendra Maharaj (DM), raised a preliminary issue concerning whether the applicants, Evan Fraser (EF) and Elicia Middleton (EM), had the authority to file an application against the Landlord, as they were not parties to the written tenancy agreement.
4. The Landlord takes the position that Janine Boulding Fraser (JBF) was the lawful tenant of the rental unit and should be the only tenant named in the application.
5. The Tenants take the position that EF and EM were subtenants within the meaning of section 97 of the Act or, in the alternative, that all applicants became tenants pursuant to section 104(4) of the Act.
6. It is undisputed that JBF was the lawful tenant of the rental unit and entered into a lease agreement with the Landlord in August 2021, with the tenancy commencing on August 1, 2021. It is also undisputed that JBF did not move into the rental unit and that the two listed occupants, EF and EM, moved into the unit on August 1, 2021.
7. JBF testified that she notified the Landlord's superintendent around October 2021 of this arrangement and explained that she did not reside in the unit for financial reasons. She testified that she permitted her son and his spouse, EF and EM, to reside in the unit. JBF further stated that by the end of 2021, they asked the Landlord to add EF and EM to the lease as lawful tenants, but the Landlord refused.
8. DM, who is also the Landlord's office manager, testified that the Landlord was aware of this arrangement between JBF and EF by the end of 2021. However, the Landlord did not consent to EF and EM being added to the lease as lawful tenants. The Landlord also did not file an A2 application with the Board to evict EF and EM. EF and EM continued to reside in the unit until they moved out on December 31, 2024.
9. Section 2(1) of the Act defines a "tenant" as a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns, and personal representatives. The definition does not include a person who has the right to occupy a rental unit by virtue of being a co owner of the residential complex or a shareholder of a corporation that owns the residential complex.
10. Section 100(1) of the Act provides that if a tenant transfers occupancy of a rental unit to another person in a manner other than by an assignment authorized under section 95 or a subletting authorized under section 97, the landlord may apply to the Board for an order

terminating the tenancy and evicting both the tenant and the person to whom occupancy was transferred.

11. Section 104(1) of the Act provides that if a person occupies a rental unit as a result of an assignment without the consent of the landlord, the landlord may negotiate a new tenancy agreement with that person.
12. Section 104(4) of the Act provides that a person's occupation of a rental unit is deemed to be an assignment with the consent of the landlord from the date the unauthorized occupancy began if no tenancy agreement is entered into within the prescribed period, the landlord does not apply under section 100 within 60 days of discovering the unauthorized occupancy, and neither the landlord nor the tenant applies under section 101 within 60 days after the end of the subtenancy.
13. In the present case, I am satisfied that EF and EM became tenants by operation of section 104(4) of the Act. The evidence establishes that JBF transferred occupancy of the rental unit to EF and EM without the Landlord's consent and that the Landlord failed to bring an application to the Board within 60 days of discovering the unauthorized occupancy. As a result, EF and EM are deemed to be tenants in accordance with section 104(4) of the Act.
14. At the hearing, JBF also testified that she gave the Landlord an N11 agreement to terminate the tenancy effective December 31, 2024, and that the Tenants vacated the rental unit on that date. As JBF did not terminate the tenancy during the period relevant to the T2 and T6 applications, I am also satisfied that JBF remained a lawful tenant until the tenancy terminated on December 31, 2024. For that reason, I will retain all of the applicants as tenants in this application.

Time limitation:

15. As I explained during the hearing, subsection 29(2) of the Act provides that a tenant may not file an application more than one year after the day the alleged conduct giving rise to the application occurred. The Tenants filed their applications with the Board on November 26, 2024. Therefore, the following allegations are out of time because they relate to conduct that occurred before November 26, 2023. The allegations in the T2 application concerning incidents in November 2021, April 2022, and May 2022 are therefore statute barred.
16. At the hearing, the Tenants requested to proceed with the amended T2 and T6 allegations filed with the Board on January 29, 2026. The Landlord stated that it had reviewed the amendments through the LTB portal and was ready to proceed. I therefore permitted the matter to proceed on the basis of the January 29, 2026, amendments.

Determinations

T2 Application:

17. The following allegations in the T2 application are dismissed for insufficient evidence. The Tenants did not establish on a balance of probabilities that the alleged conduct occurred or that it had a substantial impact on their reasonable enjoyment.

18. With respect to the incident of November 26, 2024, the Tenants allege that the Landlord threatened to refer them to a third-party collection agency. The Tenants testified that the Landlord sent them a demand letter seeking payment of rental arrears and threatening to forward the account to a third-party collection agency without first obtaining a Board order.
19. DM testified that JBF gave the Landlord an N11 agreement on November 26, 2024, to terminate the tenancy effective December 31, 2024. On the same day, the Landlord issued a letter confirming the termination agreement and requesting payment of outstanding rental arrears. That letter was entered into evidence. The letter is dated November 27, 2024, and states that if the Tenants vacated the unit while leaving arrears outstanding, the account could be forwarded to a third-party collection agency.
20. I find there was nothing inappropriate in the Landlord's letter. The Tenants admitted that rent arrears existed when they were preparing to move out. The letter is professional in tone, and there is no evidence that the Landlord or its staff engaged in conduct that substantially interfered with the Tenants' reasonable enjoyment or rose to the level of harassment.
21. With respect to the incident of December 13 or 14, 2024, the Tenants allege that the Landlord's superintendent, Wendy, damaged their car in the parking lot. The Tenants testified that their vehicle was parked in front of Wendy's car and that they later discovered damage to it. They believed the superintendent's vehicle struck their car.
22. However, the Tenants made no submissions at the hearing regarding the specific remedy sought in relation to this allegation, and no monetary remedy was identified in the amendment. In light of the Divisional Court's decision in *Beauge v. Metcap Living Management Inc.*, 2012 ONSC 1160, the Board cannot grant a remedy that has not been requested by the applicant. It is therefore unnecessary for me to consider this allegation further.
23. With respect to the incident of December 31, 2024, the Tenants allege that on the day they moved out, another tenant in the building deliberately let air out of one of their car tires. They reported the incident to the Landlord's superintendent.
24. The Tenants moved out on December 31, 2024. The Landlord did not have any further opportunity to investigate the complaint or take steps to address it. As with the previous allegation, the Tenants did not identify any specific remedy arising from this incident. In the absence of a requested remedy, it is unnecessary for me to consider this allegation further.

T6 Application:

25. In the T6 application, the Tenants claim that the Landlord breached its maintenance obligations with respect to bedbug and cockroach infestations in the rental unit:
26. Section 20(1) of 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.

27. EF testified that from the time they moved into the rental unit in 2021, they observed bedbugs and cockroaches and reported the issue immediately to the Landlord's superintendent. EF testified that the Landlord scheduled pest control treatment only twice in 2022 and did not schedule any inspections or treatments in 2023 or 2024. EF stated that they reported the issue repeatedly, sometimes weekly or every two weeks, including when they saw the superintendent in the parking lot. EF further testified that when complaints were made, the superintendent would respond by saying they had to learn to live with the bugs.
28. JBF also testified that she made several complaints to the Landlord's superintendent and sent written letters complaining of bedbug and cockroach infestation in the unit, but the Landlord did not address the issue.
29. At the hearing, the Tenants submitted photographs taken in 2023 and 2024. The photographs show bedbugs and cockroaches on bedding, carpet, couch, floors, walls, and in the kitchen. A written complaint letter was also entered into evidence.
30. The Landlord's property manager, Julies Paolozza (JP), testified that he did not recall the superintendent reporting any infestation in the unit. JP stated that when tenants make maintenance requests, they usually report them to the superintendent, who then prepares paperwork and reports the issue to management. However, JP testified that he had no records of any bug infestation in the unit. JP acknowledged that the unit was treated in 2022 but stated that the Tenants later insisted on treating the unit themselves, after which the Landlord stopped scheduling pest control treatment in 2023.
31. Based on the evidence before me, I find that EF and JBF gave consistent and credible evidence. On a balance of probabilities, I find that there were bedbug and cockroach infestations in the rental unit during 2023 and 2024. I am satisfied that the Landlord failed to address the issue adequately and therefore breached section 20 of the Act. The Landlord did not respond in a timely or effective manner despite repeated complaints by the Tenants. The Landlord either failed to inspect the issue or failed to schedule appropriate treatment. Accordingly, the Tenants are entitled to a remedy.

Remedy:

Cleaning expenses:

32. The Tenants seek out-of-pocket expenses arising from the Landlord's failure to address the bedbug and cockroach infestation. EF testified that due to the severity of the infestation, they had to dispose of a couch, bed, microwave, air conditioner, and carpets. EF also testified that they paid for professional deep cleaning of electronics and music equipment. The Tenants submitted photographs showing cockroaches on furniture and a gaming console, and bedbugs on bedding and carpet.
33. The Tenants did not provide supporting documentation to substantiate the cost of the discarded items, such as receipts or invoices for the couch, bed, microwave, air conditioner, or carpets. In the absence of such evidence, I do not find it reasonable to award compensation for those items.

34. However, I am satisfied that the Tenants' furniture, electronics, and gaming equipment reasonably required professional cleaning. The photographic evidence supports the conclusion that there was a significant infestation in the unit. I therefore find that the Tenants are entitled to \$240.00 for cleaning expenses. I am satisfied that this was a reasonable out-of-pocket expense incurred as a direct result of the Landlord's breach.

Moving expenses:

35. The Tenants also claim moving expenses on the basis that they were forced to move out because of the condition of the rental unit. JBF testified that when she complained to the Landlord about the bedbug issue, the Landlord did not respond. EF testified that they decided to move out because they could no longer continue living in the unit.
36. DM testified that the Landlord served multiple N5 notices of termination between June and November 2024 because it had received complaints from other residents regarding noise from the Tenants' unit. DM also testified that the Landlord served an N4 notice for nonpayment of rent in October 2024, with a termination date of October 26, 2024. DM stated that JBF later provided an N11 agreement to terminate the tenancy effective December 31, 2024. DM testified that the Tenants moved out because the Landlord had served termination notices and because they had not voided the N4 notice before vacating. Copies of the N4 and N5 notices were entered into evidence.
37. Based on the evidence before me, I am not satisfied that the Tenants were forced to vacate the rental unit because of the Landlord's breach of its maintenance obligations. I find it more likely than not that the Tenants chose to vacate the unit because of the Landlord's notices of termination. The evidence shows that the Landlord served notices on JBF by email, and neither JBF nor EF informed the Landlord that they intended to move because of the infestation. Rather, JBF provided the N11 agreement after receiving the N4 and N5 notices, and rental arrears remained in dispute at the time the Tenants moved out. I am therefore not satisfied that any moving costs were incurred as a result of the Landlord's conduct.

Other compensation:

38. In the T2 and T6 applications, the Tenants also sought additional compensation for financial losses related to moving, harassment, and lack of maintenance. However, the applications do not set out any specific monetary amounts for these remedies.
39. As held in *Beauge v. Metcap Living Management Inc.*, 2012 ONSC 1160, the Board cannot award a remedy that has not been specifically requested in the application. To do so would be unfair to the Landlord, which did not receive notice of the remedy sought and therefore had no meaningful opportunity to respond. In the absence of specified monetary amounts in the applications, those requests are denied.
40. 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.

41. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$293.00. This amount represents:
 - \$53.00 for the cost of filing the application.
 - \$240.00 for out-of-pocket cleaning expenses.
2. The Landlord shall pay the Tenant the full amount owing by March 29, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 29, 2026, the Landlord will owe interest. This will be simple interest calculated from March 30, 2026, at 4.00% annually on the balance outstanding.

March 25, 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.