



Order under Section 30 Residential Tenancies Act, 2006

Citation: Dent v NVD Properties Inc., 2026 ONLTB 24912

Date: 2026-03-30

File Number: LTB-T-106261-24

In the matter of: Upper, 196 Marlborough St.
Brantford ON N3S4T1

Between: Johnathan Dent

Tenant

And

NVD Properties Inc.
Nick Van Dyk

Landlord

Johnathan Dent and Coralynn Harris (the 'Tenant') applied for an order determining that NVD Properties Inc. and Nick Van Dyk (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 February 11, 2026.

The Landlord Nick Van Dyk, the Landlord's legal representative Elizabeth Anani and the first named Tenant attended the hearing.

Determinations:

Preliminary Issues:

Relevance of Evidence

1. The Landlord argued that the Tenant be precluded from reliance on text messages between the Landlord and another Tenant, that the conversation is hearsay and that the exchange took place with a tenant that was not before the Board to cross-examine. And if the Board permitted the evidence, that it be regarded in a limited manner, that is attributing limited probative value to DOC-5610209 which outlines that the Landlord became aware of the presence of bedbugs in the lower-level unit on September 11, 2024.
2. The Tenant submitting that the Board consider the text as it establishes the Landlord's awareness of bedbugs in the lower-level rental unit on September 11, 2024.

3. Hearsay evidence is admissible under s. 15 of the *Statutory Powers Procedure Act*, however the Board must first satisfy itself that the evidence is “both necessary and reliable,” as held in *Manikam v. Toronto Community Housing Corporation, 2019 ONSC 2083 (Div. Ct.)*. And if a decision is made that it is admissible, generally given less weight than direct, non-hearsay evidence for the reasons as outlined by the Landlord.
4. On the basis the above, DOC-5610209 was not excluded from the hearing and the Board’s consideration, however, was given less weight.

Limitation Period

5. The Landlord argued that as the Tenant filed an amended application on June 13, 2025, that the limitation period be applied to the revised application.
6. By way of background, the Tenant filed his T6 application with the LTB on December 20, 2024 and filed the amendment on June 13, 2025. The amendment arising from a direction of an Interim Order dated June 2, 2025.
7. The Tenant complied with the timing of making such a submission for the Board’s consideration as they were directed to file by June 15, 2025.
8. Amending an application at the LTB does not automatically reset the limitation period; the original filing deadlines generally continue to apply, here there is no deviation. Therefore, the one-year limitation period flows from the original date of the T6 application filing of December 20, 2024.

T6 Application

9. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
10. 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.
11. The Tenant’s application concerns the Landlord’s treatment of bed bugs in the rental unit.
12. The rental unit is one of three units within a triplex residential complex.
13. It was undisputed that the Tenant discovered bed bugs in the rental unit on October 24, 2024, notified the Landlord promptly and the rental unit was treated on October 28, 2024.
14. The Tenant submitting that the Landlord while becoming aware of bed bugs in the lower rental unit on or about September 11, 2024, failed to act promptly therefore causing bedbugs to spread to his upper-level rental unit.
15. The questions before the Board are whether the Landlord’s response to the Tenant’s concerns was reasonable and if the Landlord acted in a timely manner.

Applicable Law/ Analysis

16. Subsection 20(1) of the Act sets out a landlord's maintenance obligations. It 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."
17. In *Onyskiw v. CJM Property Management Lt* [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.
18. The allegations concerning bed bugs and treatments of are a common issue before the LTB. Generally, there is an initial treatment and at least one follow-up treatment for a unit before a bedbug issue is brought under control. In some instances, extra follow-up treatments are necessary given the degree of infestation.
19. In determining whether the Landlord has breached its obligation to repair and maintain, the Board must first consider whether a maintenance or repair issue existed. In this case there was no dispute that the unit was subject to a bed bug infestation which required professional treatment.
20. Next the Board must consider when the Landlord was informed of the issue or should reasonably have been aware of the issue. In this case, the Landlord became aware of the presence of bed bugs in the complex from the tenant of the lower level on September 11, 2024. There was no evidence led that the Landlord acted on that complaint until they were informed of the same as connected to the Tenant's unit on October 24, 2024.
21. The first bed bug treatment was finally performed in the complex on October 25, 2025, the report as rendered by Progressive Pest Control of the same day outlines that "*two live bed bugs were produced by the Tenant. Bed bugs are coming from the lower unit.*"
22. Follow-up treatment proceeded on November 5, 2024, as Tenant did not prepare the unit adequately for October 28, 2024. A follow-up inspection report of December 10, 2024, outlined that "both upper and front units were clear of bed bugs, with no sightings reported for approximately two weeks."
23. Here, the application as before me is only in respect of the upper-level unit. The Landlord only becoming aware that there is a bed bug issue in the Tenant's unit when notified on October 24, 2024. Unlike a multi storey residential complex where pest treatments may be conducted on the basis of regular intervals, the residential complex is comprised of three units, it may not be unusual that the Landlord would automatically draw the conclusion that the Tenant's unit was also impacted until advised accordingly. This was only confirmed in the pest report of October 25, 2024, and after the Tenant found two bedbugs.

24. The Tenant submitted that after the initial treatment concluded in November 2024 there were no sightings of bed bugs noted from the period of November to March 16, 2025.
25. It was not disputed that the next report of bed bugs was on or about March 16, 2025, with the Landlord responding on the same day, and the unit being treated on March 24, 2025, May 8, 2025 and June 5, 2025. The May 8, 2025 report indicating that there is no bed bugs found since the last treatment.
26. The Tenant did not report further bed bug activity thereafter and vacated the rental unit on December 31, 2025.
27. Accordingly, the Board must consider the Landlord's response to the issue once they were informed of the existence of bed bugs. The Landlord was informed of the issue in connection to the Tenant's unit on October 24, 2024 and first treatment of the unit occurred on October 25, 2024, almost immediately. I find the Landlord's response to issue to be reasonable and timely.
28. Any remedies that can be considered would arise from the date the Tenant reported the presences of bed bugs to the Landlord in that there is no evidence that there was an issue in the unit at any period prior for which the Tenant seeks an abatement of rent. And as noted above, it would be inappropriate to assume that because the lower-level unit tenant reported bed bugs on September 11, 2024, that the Tenant had them in his unit too. As such, I am satisfied that as there was no report of bed bug activity from the Tenant's unit until October 24, 2024, it was not unreasonable for the Landlord not to treat the unit on any earlier date.
29. The issue of bed bugs resurfaced as reported on March 16, 2025, the Landlord acted again almost immediately in addressing the report by the Tenant and the unit was treated on the dates as outlined above.
30. The Tenant testified that the presence of bed bugs and resulting issues have exacerbated his mental health condition in connection to anxiety and depression causing him to restart therapeutic treatment with antidepressants. This was supported in a medical note DOC-5616110.
31. Although I am sympathetic to the Tenant's experience with the bedbugs, the fact remains that treatments were completed in a timely manner after he advised the Landlord of bed bugs in his unit. It is hard to speculate what the outcome may have been if treatment commenced in September 2024.
32. I also consider that the evidence suggests that this was not an ongoing infestation in that there was a long period of time from November 2024 to March 2025 where there were no sightings of bed bugs and that the emergence of the issue was not reported again until March 16, 2025. At that time treatment was commenced 8 days later and was fully completed by June 5, 2025, with no further live bed bugs being reported.
33. For the outlined reasons, based on the evidence before me, I find that the Landlord's response to the Tenant's bed bug complaints was reasonable and timely, therefore the

Landlord did not fail to properly maintain the rental unit and residential complex and therefore did not breach section 20(1) of the Act.

34. Section 30(1), which speaks to the remedies requested by the Tenant, provides:

“If the Board determines in an application under paragraph 1 of subsection 29 (1) that a landlord has breached an obligation under subsection 20 (1) or section 161, the Board may do one or more of the following:”...(emphasis added)

35. As I have not found that the Landlord has breached their obligation under subsection 20(1), no remedies can be considered, and the Tenant’s application must be dismissed.

It is ordered that:

1. The Tenant’s application is dismissed.

March 30, 2026
Date Issued

Alicia Johnson
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.