



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-077398-24

In the matter of: 307, 22A Belvedere Avenue
Parry Sound ON P2A2A1

Between: Carol Molyneaux Tenant

And

Housing Department West Parry Sound Landlord

Carol Molyneaux (the 'Tenant') applied for an order determining that Housing Department West Parry Sound (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 January 8, 2026.

The Tenant, the Landlord's Legal Representative, K. Draycott, and the Landlord's Agent, Tahlia Holm, attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. In this application, the Tenant alleged that the Landlord had breached their maintenance obligations under subsection 20(1) of the Act with respect to an issue/infestation of bed bugs in the rental unit.
3. Subsection 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.

4. In [*Onyskiw v. CJM Property Management Ltd., 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.

5. There was no dispute that in January 2024, a staff member for the Landlord and the Landlord's Pest Control contractor, Orkin, conducted an inspection of the Tenant's rental unit for bedbugs as there was an issue in the unit across the hall. At that time, no bedbug activity was found. Sometime in February 2024, the Tenant stated that her son found a bedbug while sitting on the couch and confirmed that the Landlord immediately did two bedbug treatments, one on February 15, 2024 and the other on February 22, 2024.
6. The Landlord's Agent provided a copy of the Landlord's Pest Control Efforts Timeline for this unit into evidence (DOC-5601578pg2) which was not disputed by the Tenant. The Landlord's Agent testified that the year should be corrected to reflect 2024 not 2025. According to this timeline, after the initial two treatments in February 2024, there were treatments one time each month up to July 16, 2024. After that treatment, the Tenant expressed exhaustion with the process and that a break was needed. The Landlord paid for the Tenant to stay at a hotel for the weekend.
7. There was no dispute that the Tenant did not return to reside in the rental unit until sometime after August 14, 2024. There was also no dispute that the Landlord abated rent for August 2024.
8. After July 16, 2024, the Landlord also decided to try a new Pest Control contractor, Abell, who inspected the unit on July 22, 2024, completed a full treatment on July 30, 2024, and inspected the unit again on August 14, 2024. However, since the Tenant had yet to return to the unit, Abell advised that until the Tenant returns to live and sleep in the unit it would be difficult to confirm whether there is still any bedbug activity. The Tenant returned to the unit sometime after August 14, 2024 and on September 4, 2024, Abell inspected the unit again and found no bedbug activity.
9. There was also no dispute that around late July 2024, the Landlord hired a company, Paul Davis, to assist the Tenant with cleaning and any necessary proper disposal of items. The Landlord's Agent stated that this company and a bin were provided to the Tenant solely to aid where necessary as the Tenant expressed that she is not able to do this stuff on her own and had requested assistance.
10. The Landlord's Agent also stated that they were not involved in any discussions the Tenant had with the representative from the cleaning company and submitted that any choice to dispose of items/furniture was up to the Tenant. The Tenant maintained that she was instructed by this company, who she believed to be an agent of the Landlord, to dispose of her furniture and items that she now seeks in this application to recover those replacement costs. Unless there is a finding of a breach of the Act, any remedy such as replacement costs cannot be considered.
11. The disposal/removal of the Tenant's furniture and other items at this time, I find more likely than not assisted with the eradication of the bedbugs in the unit. Once those infested items were disposed of, I was satisfied that this aided in the unit being able to be more effectively treated at the end of July 2024.

12. The Tenant submits that the above timeline for the treatment and eradication of the bedbugs was unreasonable and asserts that the issue could have been addressed within six to eight weeks. The Tenant reached this conclusion after a conversation over the phone with a representative at the LTB. The Tenant did not provide any evidence such as an expert opinion or caselaw to support this assertion.
13. The Landlord's Legal Representative submitted that the Landlord acted in a reasonable and timely manner to effectively address the bedbug issue in the rental unit.
14. As stated above, the binding caselaw, *Onyskiw*, requires a contextual approach and consideration of all the facts when determining a breach of a landlord's maintenance obligations including whether the landlord's response was reasonable in those circumstances.
15. The timeline for treatment and eradication of the bedbugs in the rental unit was not disputed. The Landlord proactively inspected the rental unit in January 2024 in response to an issue in a neighbouring unit. Then, after a report of a bedbug found in the unit in February 2024 by the Tenant, pest control treatment began. Around July 2024, after five months of treatments, the Landlord hired a new Pest Control contractor, and there is no dispute that other factors occurred in this month, such as the disposal of a number of infected items in the rental unit. All of which led to a final treatment on July 31, 2024, and no further bedbug activity was found after this date.
16. Therefore, the bedbug issue at the rental unit was resolved within six months, February 15, 2024 to July 31, 2024. The Tenant asserted that this timeline was unreasonable but failed to provide any evidence to support this conclusion. The uncontested evidence demonstrated that the Landlord was responsive to this issue, they inspected and treated the unit using a professional pest contractor, paid for the Tenant to stay in a hotel, abated one month of rent, hired a new professional pest contractor when the Tenant advised of exhaustion/frustration, provided the Tenant with a cleaning company and bin to properly dispose of infested items, and effectively resolved the issue.
17. Without any specific evidence or supporting expert opinion that the uncontested timeline in this case was unreasonable, I find it more likely than not that the Landlord responded reasonably and effectively in these circumstances. Consequently, I cannot find that the Landlord breached their maintenance obligations under section 20(1) of the Act.
18. Additionally, the main issue for the Tenant was that she had to dispose of items and furniture that she did not wish to do. However, there was insufficient evidence before me that the Landlord was responsible for this decision. The Tenant's evidence was that she was instructed to dispose of her items by someone who she believed was an agent of the Landlord but failed to call this person as a witness to testify in support of this allegation.
19. There is no dispute that the treatment for bedbugs can be costly, exhausting, and intrusive on a tenant due to the requirement of significant cooperation, including but not limited to comprehension preparation of the unit, washing and packing of all items, and moving furniture around. This is generally recognized but simply because bedbugs are present in a unit does not amount to a breach of the Act by the Landlord. There was no evidence

that the Landlord was responsible for the bedbugs being in the rental unit. The evidence confirmed that the Landlord acted proactively to heed off any issue in this unit given that a similar issue occurred in another unit. This is a multi-residential unit complex, there are any number of reasons why bedbugs were present in the rental unit.

It is ordered that:

1. The application is dismissed.

March 26, 2026
Date Issued

Lisa Del Vecchio
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.