



Order under Sections 30 and 31 Residential Tenancies Act, 2006

Citation: Comer v Porta Holdings LTD, 2026 ONLTB 23404
and Comer v porta holdings ltd, 2026 ONLTB 23408

Date: 2026-03-23

File Numbers: LTB-T-041591-24 and
LTB-T-041609-24

In the matter of: 2407, 857 JAMES ST
WOODSTOCK ON N4S8H5

Between: Shawn Comer Tenant

And

Porta Holdings Ltd. Landlord

Shawn Comer (the '**Tenant**') applied under file number LTB-T-041591-24 (the 'T2 Application') for an order determining that Porta Holdings Ltd. (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.

The Tenant also applied under file number LTB.T-041609-24 (the 'T6 Application') 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.

History of Proceeding, Directions and Interim Orders – Refer Schedule A for Details

The hearing of these connected applications proceeded over a number of sittings, in part because of the Tenant's difficulties in filing materials and providing necessary details about his various claims. The Tenant raised a number of objections about the proceeding itself, as addressed in this order under the heading 'Tenant Objections About the Proceeding'. My determinations about those objections can best be understood in the context of a detailed description of the proceeding's history, as set out in Schedule A to this order.

In summary, the Tenant only provided the necessary specificity for a limited number of the claims which he had intended to raise and for which he had purportedly filed materials to which he had hoped to refer in the hearing. My determinations, concern only those issues which I found had

been sufficiently described to allow the Landlord to know the case against it, after the Board had given the Tenant repeated opportunities to particularize his claims.

The Adjudicative Case Conference held on February 19, 2025 was attended by the Tenant, assisted by K. Skuce, by N. Parissi ('NP') on behalf of the Landlord, and by the Landlord's representative, A. Trent.

The first videoconference appearance before me, on August 18, 2025, was attended by the Tenant, assisted by his Housing Case Manager T. Blackmore ('TB'), NP on behalf of the Landlord and the Landlord's representative, A. Trent.

The videoconference appearance on November 20, 2025 was attended by the Tenant, NP on behalf of the Landlord and the Landlord's representative, A. Trent. The Property Manager's Operations Manager P. Brundl ('PB') and another employee of the Property Manager, M. Griffin ('MG') appeared as a potential witnesses but were not heard from that day.

The videoconference appearance on December 3, 2025 was attended by the Tenant, NP on behalf of the Landlord and the Landlord's representative, A. Trent. A municipal By-Law Officer, D. Catunto ('DC') and the Property Manager's Operations Manager, P. Brundl ('PB') attended portions of the hearing as witnesses. MG signed in as a potential witness but there was insufficient time to hear her testimony.

The videoconference appearance on January 14, 2026 was attended by the Tenant, M. Griffin ('MG') on behalf of the Landlord, and the Landlord's representative, A. Trent.

Determinations:

1. The issues identified in the T2 and T6 applications overlapped. Both applications were filed May 24, 2024. The issues which contained sufficient particularity, and did not either pre-date one year before the applications or post-date the applications, were the following:
 - a) Landlord's failure to properly address bedbugs in the unit;
 - b) Landlord's failure to repair necessary items in the kitchen;
 - c) Landlord's failure to properly address issues in the bathroom; and
 - d) Breach of privacy and harassment from N5 notice due to involvement of T. Ting.
2. As mentioned above, the Tenant raised a number of objections during the hearing about the proceeding itself. Further, the Landlord's representative requested, at the end of the hearing, that I order the Tenant to pay costs for allegedly unreasonable conduct during the proceeding. My determinations on both of these issues are set out in this order after my determinations about each of the above issues.
3. The '**Landlord's Brief**' is found at TOP Doc 6528312 in file LTB-T-041591-24.

4. Testimony during the hearing was provided by the following:

- a) The Tenant;
- b) **DC**, a By-Law Officer with the City of Woodstock;
- c) **NP**, an employee of the Landlord's Property Management company;
- d) **MG**, an employee of the Landlord's Property Management company; and
- e) **PB**, Operations Manager with the Landlord's Property Management company.

Bed Bugs

5. The Tenant testified to the following:

- a) Prior to the commencement of his occupancy in January 2021 he was told by the then Property Manager that there were bed-bugs in the building but none reported in his unit;
- b) When he found and reported bedbugs in his unit the Landlord repeatedly arranged for treatments of the unit. The Tenant's complaint was not so much that the Landlord failed to arrange treatment as that the Landlord failed, repeatedly, to arrange any effective treatment. The Landlord conducted more than a dozen treatments, all of which greatly inconvenienced the Tenant, as he had to vacate the unit for at least 8 hours, had to perform extensive preparation before each treatment and then had to clean and deal with the results of the spraying itself. Worse, he continued to be bitten by the bugs as the treatments were ineffective (Refer Exhibit 3 at TOP Doc-5435897, being a photo of bites);
- c) In the year leading up to the filing of the Tenant's application he spoke a number of times with an individual named Nelson and Debbie, on behalf of the Landlord, and more recently with a new superintendent;
- d) He alleged that the Landlord did not properly accommodate his needs with the pest control treatments, despite his repeated requests. For example he sought, without success, to have the Landlord provide him with a hotel room during the time that treatments were being done and to have the Landlord institute a more effective form of treatment for the bugs. After he instituted a human rights complaint the Landlord offered him the use of an empty unit downstairs in the rental complex. This did not fulfill his needs as it was empty and unfurnished so unsuitable for spending a full day. The Landlord gave a wide range of times for treatment in the notices of entry, which inconvenienced the Tenant. The Landlord failed to give the Tenant adequate additional time or assistance for the preparation of his unit. The Landlord failed to provide the Tenant with information he had requested about the chemicals used in the treatment;
- e) The Property Management company offered garbage bags and laundry cards to assist tenants with the treatments. The Tenant refused both as he already had bags and the assistance offered was wholly inadequate;
- f) One of the problems which was not addressed by the Landlord was that the unit next to the Tenant's unit was infested with bed bugs. There was a hole in the wall between the units and the bugs accessed the Tenant's unit from the next unit;

- g) The Tenant was referred to a series of pest control logs from early 2022 (Refer Exhibits 6 through 8 at pages 23, 24 and 25 of the Landlord's Brief). The first and second logs noted that the Tenant's unit needed to be better prepared for treatment and that no bed bugs were found at the time of service, though the Tenant reported sightings in the previous week. The third noted that the unit was better prepared, that no bugs were found in the unit and that the Tenant had reported finding bugs in the couch. The Tenant had not seen these logs but testified that he had also showed the pest control people a jar with bedbugs in it. The Tenant pointed out that the logs also showed that the neighbouring unit had bedbugs in the master and second bedrooms. There was no comment in the logs about the potential impact of the neighbouring unit's bugs on the Tenant's unit; and
 - h) The Landlord changed to a different pest control company in or about April 2024, shortly before the Tenant filed his applications. The new company instituted a new form of treatment for the bugs, which entailed a form of spores treatment. This treatment appeared to be more effective. The new company's report of treatment in July 2024 (Refer Exhibit 9 at page 21 of the Landlord's Brief) reported no live evidence of bug activity, consistent with the Tenant's testimony.
6. DC, a By-Law Officer with the City of Woodstock, attended the hearing as a witness for the Tenant, though his attendance had been arranged by the Landlord. He acknowledged that the Tenant had contacted him about a number of issues in the unit, beginning in February 2024. The complaints included complaints about live bed bugs, including a video from the Tenant of live bed bugs. The only complaint he had received about bed bugs in the building had come from the Tenant. Woodstock has no program to assess or track bed bug problems so DC did not have information about the history of this or any other building in that regard.
7. NP, an employee of the Landlord's Property Management company, testified to the following:
- a) Initially the Landlord's program to address bed bugs involved sending technicians into individual units. The program was amended around April 2024 to incorporate a 'block treatment' in which units above, beside and below a problem unit were all treated;
 - b) At the time of the switch to block treatment the Landlord also switched to Orkin as a supplier because Orkin employed a procedure which was less invasive time-wise than the process used by the previous supplier;
 - c) The Landlord's standard protocol for pest control treatment was to provide tenants with advance notices of entry, giving the estimated times and purpose for entry. Specific timelines were challenging with the block entry procedure as the work involved multiple units;
 - d) NP was aware that the Tenant had requested 'accommodation', which NP understood to have been a request for assistance in the preparation of his unit. NP was not aware of any medical issue on the part of the Tenant until this hearing and

was not aware of any concern on the part of the Tenant about the chemicals used during the treatment;

- e) The Landlord's policy with respect to accommodation requests is not, for privacy reasons, to request that a disability be identified. Instead, the Property Management company requests that a tenant identify what accommodation is necessary and back that request with a request from a qualified professional. The Property Management company had made this request of the Tenant and received no substantive response; and
- f) Senior management at the Property Management company took bed bug issues very seriously and recognized the need to treat multiple units in order to effect eradication.

8. MG, another employee with the Landlord's Property Management Company, testified to the following:

- a) She became involved with the Tenant and his unit in 2022. There was no record of complaints of bed bugs from the previous tenant in the Tenant's unit but the Property Management company had been aggressively pursuing bed bug issues in other units. Treatments were scheduled on the basis of communications from tenants;
- b) The Property Management company changed pest control suppliers because bed bugs build up a resilience to a given set of chemicals. Orkin was retained in April 2024 because, as a larger company, it had licences for more types of treatments and more options for treatment than the previous supplier. It was felt that Orkin could provide more effective treatment;
- c) There was never an occasion when the Tenant complained about bed bugs and the Property Management company did not respond. The fact that the pest control treatment logs showed no live activity in his unit did not deter the Property Management company from arranging pest control treatments whenever the Tenant complained of the pests. The company did not perform pest inspections outside of the treatment visits but relied, instead, on complaints from occupants; and
- d) MG did not agree with the proposition that if a unit were properly prepared for treatment, by way of cleaning and vacuuming, no bugs would be visible at the time of treatment. Technicians noted that other units which had top marks for cleanup and preparation still showed evidence of bed bugs.

9. I find that the Landlord attempted throughout the relevant period for this application to address the bed bug situation in the Tenant's unit but also find that it should have been evident, on receiving the Tenant's continued complaints, that the treatment protocol was ineffective. The fact of the infestation in the neighbouring unit, together with the hole between the units, should have attracted a different sort of response. The Landlord and Property Management company did ultimately respond and the evidence points to an effective solution having been implemented as of April 2024, one month before the filing of the Tenant's applications.

10. I find that the Tenant has not established that he provided the Landlord with the type of information which might have triggered an obligation for the Landlord to respond with special accommodation. There was no evidence that the Tenant had advised the Landlord of, or that the Landlord should reasonably have been aware of, a disability on the part of the Tenant which might attract accommodation obligations.
11. I find that the Tenant has not established that the Landlord failed to meet its Ontario Human Rights Code obligation with respect to the treatment of bed bugs in the Tenant's unit.
12. I find that the delay in the Landlord's switch to an effective bed bug treatment amounted to a failure by the Landlord to meet its maintenance obligations during the eleven months leading up to the retainer of the new technicians.
13. The Tenant testified to the stress and inconvenience occasioned by the multiple treatment preparations and the need to be out of his unit for many hours on treatment days. He also testified to the stress of consistently checking for the bugs and the impact of being bitten. I accept his testimony on these points as uncontroverted and find that he is entitled to a rent rebate of 15% for the period June 2023 through April 2024. The T6 Application identifies rent during that period to be \$1,200.37 for the 4 months January to April 2024 and \$1,071.10 for the prior 7 months, entitling the Tenant to a rental rebate of \$1,844.88.
14. The Tenant also claimed for recovery of various related out of pocket expenses and losses, including \$900.00 for cleaning and laundry expenses, \$600.00 for gas pertaining to assistance provided by his brother and \$500.00 to replace a couch. The Tenant gave no testimony in support of these expenses except to speak of the challenges associated with continual cleaning and the impact of the chemical residue on his couch. He gave no evidence about replacement of a couch. I find it reasonable that the Tenant would have incurred cleaning expenses over the course of roughly a dozen pest control treatments and consider an award of \$500.00 appropriate.

Kitchen Repairs

15. The Tenant testified that:
 - a) In 2023 he reported to the Property Management office that the drawers in the kitchen were broken. One of the four drawers was pulling off its track and had to be removed so that one drawer was missing and the others were damaged. The Landlord replaced the drawers but not until January 2024;
 - b) He wrote to the Property Management office in early February 2024 to complain of black mould under the sink, cracks in the sink, the fact that the counter absorbed so much water that it had lumps and that he needed a new tap. The email said all cupboards were damaged and that they and the sink and counter needed to be replaced; and
 - c) Agents for the Landlord or Property Manager came on multiple occasions to inspect the kitchen. They took pictures but there was no action on the repairs until early October 2025, in advance of the November 20, 2025 appearance for this hearing.

The counter top, faucet and sink were replaced at that time but the cupboards still need to be replaced.

16. NP testified that the unit's kitchen was dated but fully functional except for the stove. The damage of which the Tenant complained resulted from excessive wear and tear. With respect to the recent work done in the kitchen, NP understood that the Tenant would not let the contractors replace the counter without also replacing the cupboards. The contractors were not authorized to do the latter so some of the work authorized for the kitchen was delayed. The Tenant denied having stopped the contractors from doing the counter work and, in any event, his testimony was that the counter was replaced.
17. PB, who was Operations Manager for the Landlord's Property Management company, testified as follows with respect to the kitchen:
 - a) He first inspected the unit near the end of 2024 (which was after the Tenant had filed the subject applications). He found that the shelves were sagging and that the stove needed to be replaced. Discolouration under the sink, which the Tenant had identified as mould, was simply discolouration from water, consistent with a leaking tap or excessive water on the counter;
 - b) Nothing was done following this inspection as PB considered everything to be functional and not in immediate need of repair;
 - c) By the time he performed a second inspection, a few months prior to the November 20, 2025 appearance, he found that the shelves were close to a state of failure and that the counter needed to be replaced to prevent leaking into the unit below. As a result of that inspection the sagging shelves were repaired, the counter and sink were replaced and the tap replaced with a single-handle faucet which would be easier for the Tenant for fully turn off to stop any future leaking. I understand that this was the work which was effected in or around October 2025.
18. I find that the Tenant has established that it is more likely than not that the need for the kitchen repairs which were effected around October 2025 existed in the year prior, following the Tenant's email complaints to the Property Management company in February 2024. The Tenant did not expressly testify about the impact on him of the delay in repairs and it appears from the testimony of PB that the kitchen was largely functional. Mere functionality does not, however, mean that the repairs were not necessary and I find that the delay in effecting those repairs should properly attract a rental rebate to the Tenant.
19. Allowing the Landlord some reasonable time to have responded to the February 2024 complaint, I find that a rebate in the amount of 5% of the rent for the 19 month period May 2024 through to October 2025 is appropriate. On the basis of information provided in the applications, rent during this period was \$1,200.37, bringing the 5% rebate to \$660.20.

Bathroom Repairs

20. The Tenant raised a number of issues in testimony about the bathroom but the specific problems identified in the applications concerned delays and/or inadequacies in the Landlord's response to a leak from the unit above the Tenant's unit which commenced on February 24, 2024. Testimony about the sequence of events, and impact on the Tenant further to the leak, was as follows:

- a) NP and PB, both employees of the Landlord's Property Management company, confirmed that the maintenance team of the Property Management company was advised on February 26, 2024 of a leak from the unit above the Tenant's unit into the Tenant's unit. The then Superintendent had been informed of the problem on Saturday February 24th and reported it to the Property Management company on February 26th. The company arranged for a plumber to attend at the Tenant's unit that same day;
- b) The Tenant acknowledged that the Landlord's plumber arrived on February 26th to address the leak. A leak from the upper unit bathroom was confirmed. The plumber opened up walls and the ceiling in the Tenant's bathroom to inspect the problem but walked off the job when he saw signs in the unit about upcoming treatments for bed bugs. He refused to conduct any further work. The Property Management company was informed that the plumber's departure from the unit resulted from the Tenant showing him a jar with bedbugs, an allegation which the Tenant denied. In any event, it was undisputed that the plumber left the job unfinished that day on the basis of his concern about bed bugs;
- c) By-Law Inspector DC acknowledged that he was contacted by the Tenant in February 2024 with his complaint about the need for the Landlord to address the bathroom situation. He contacted the Property Management company about the complaint and followed up with that company about repairs;
- d) MG reported to DC that the toilet in the unit above the Tenant's unit was to be replaced on March 5th, after which time repairs to the Tenant's bathroom would be scheduled (Refer Exhibit 13 at page 29 of the Landlord's Brief);
- e) Nothing further happened in the Tenant's unit until March 7, 2024. DC confirmed that he had received an email from the Tenant on February 29, 2024, attaching a Notice of Entry for a March 5th scheduled visit to the unit for repairs. He acknowledged that the Tenant indicated to him that the Tenant did not have use of a toilet, shower or sink for the anticipated 5-day period to the scheduled work and that the Tenant told him that he was having to empty buckets from the bathroom;
- f) The Tenant's testimony to the effect that the leaking into his bathroom continued through to March 7th was not contested. NP acknowledged that the leak from the upper unit would have continued from February 26th to March 7th. No steps were taken or scheduled to be taken between the February 26, 2024 visit and the March 5th.

- g) NP testified that the initial thought was that the March 5th replacement of the toilet would solve the problem but additional investigation showed that there were other issues with pipes which needed to be addressed;
- h) The timing for completion of the work was somewhat unclear. MG notified Inspector DC that the work in the Tenant's bathroom was to be completed during the week of March 11 to 15th. DC received an email on March 25, 2024 from MG, notifying him that the everything in the Tenant's bathroom had been fixed. DC did not follow up to seek further confirmation of this information as it is the By-Law office's practice to accept the word of a tenant or owner that necessary work has been completed;
- i) NP testified that, in fact, the condition of the Tenant's bathroom was re-assessed on March 20, 2024 and the additional work – pertaining to drywall replacement, new floors and a new vanity – was completed on April 17, 2025 (Refer Exhibit 10 at page 27 of the Landlord's Brief, being NP's chronology of events pertaining to the bathroom); and
- j) The Tenant testified that he had had no use of the bathroom whatsoever between February 26th and March 7th, as the water had been shut off and his toilet removed by the plumber who attended briefly on February 26th. The Tenant's application makes no mention of this claim and I find that it is not properly before me. In any event, no evidence was presented to substantiate the Tenant's testimony that the toilet had been removed at that time. No reason for any such removal was presented by the Tenant. PB testified that there would have been no reason to remove the Tenant's toilet to address the plumbing problem. The toilet was likely removed on temporary bases (meaning a few hours) while the later floor and vanity replacement work was conducted but not at any earlier point. The Landlord presented a number of invoices pertaining to the work done at the two units further to the upper unit's leak. One mentions replacement of a toilet but it is clear, from the context of the descriptions in the invoice, that the replacement pertained to the toilet in the upper unit (Refer Exhibits 11 and 12 at pages 28 and 33 of the Landlord's Brief).

21. I find that the 10 day period between February 26th, when the Property Management company received notice of the problem, and March 7th, when the leaking into the Tenant's unit was finally stopped, amounted to an unreasonable delay. It was clear that the leak continued during that period. While I am not considering the Tenant's allegation that he had no use of the bathroom whatsoever during that time, I find that it is more likely than not that his use of the room was significantly compromised during that time. I find that a \$500.00 rent rebate for that 10 day period is warranted.

22. I find, further, that the timeline to April 17, 2025 amounted to a further unwarranted delay. By that point, the leaking had stopped and the work effected a substantial re-working of the entire bathroom. The bathroom received new walls, a new floor and a new vanity, work which was considered necessary by the Landlord. I find that the Tenant is entitled to a smaller rent rebate for the period March 20, 2024, when the need for reworking was identified, and April 17th, 2024 when the work was completed. I find that a \$100.00 rebate for that roughly one-month period is warranted.

23. The Tenant application confirmed that, by the May 24, 2024 filing date, the Landlord had effected many of the repairs to the bathroom, but that he continued at that time to have significant water pressure issues in the shower, the hot water was not as hot as it had been in the past and bathtub tiles had been damaged during the bathroom repair work. He indicated during the December 3, 2025 hearing that the hot water issue had been addressed as at the end of November 2025 but that nothing had been done about the tub surface, the grout or tiles. No evidence was led on these remaining issues and no testimony about them was elicited from the Landlord's witnesses. I find that the Tenant has failed to establish that an order for action on or compensation for these items is warranted.

Harassment Allegation Pertaining to T. Ting

24. The Tenant raised two issues concerning the involvement of T. Ting ('TT'), an outside contractor employed by the Landlord, in the work on his unit. First, he alleged that the Landlord had breached his privacy rights by giving an outside contractor his contact information and, second, that the Landlord issued him an N5 notice of termination for a problem which was in fact attributable to an error on the part of TT as the Landlord's contractor.
25. TT contacted the Tenant by phone in April 2024 to arrange for the further repair work which was to be done in the Tenant's bathroom. TT identified herself as a 'go-between' between the Tenant and the Landlord/Property Management company. The Tenant was concerned about this contact as TT was not an employee of the Landlord or Property Management company and he had been told that his private information, including his telephone number, would be kept confidential.
26. TT told the Tenant that she would be setting up repair work on the bathroom piping on April 17th. The Tenant testified that he told TT that a bed bug treatment had been scheduled for that day, but she ignored the information.
27. NP confirmed that TT was an employee of Blue Oak, a company retained by the Landlord's Property Management company to make arrangements with contractors for maintenance and repair work in the units in the residential complex. Reference was made during the hearing to a number of invoices from Blue Oak pertaining to work in the Tenant's bathroom and in the bathroom of the unit above. It was the Property Management's practice to release to Blue Oak the unit number and details of what work was authorized to be done. It was not the company's practice to release a tenant's telephone number and the company normally made the contact arrangements with tenants itself. NP did not know how TT obtained the Tenant's phone number but indicated that TT would not have received instructions from the Property Management company to contact a tenant directly.
28. NP testified that as soon as the Property Management company became aware of TT's direct contact with the Tenant they instructed TT to desist. It was his information that TT had taken it upon herself to contact the Tenant directly in an effort to smooth the scheduling process.

29. I concur with the Tenant that TT's action in contacting the Tenant directly was unfortunate. However I find that TT's actions were not the result of any action or instruction given by the Landlord/Property Management company. On the contrary, TT acted outside the scope of Blue Oak's retainer. I find that TT's actions do not amount to an act of harassment on the part of the Landlord or Property Management company.
30. The Tenant also alleged that the Landlord had harassed him by serving him with an N5 notice of termination for his alleged non-cooperation with a bug treatment scheduled for April 17, 2024. As described above, TT had booked his unit for repair work on pipes that same day. It was impossible for the pest treatment to be effected while the pipe repair work was being done and it was for this reason that the Tenant had turned away the pest control personnel. In his view the doubling booking was caused by, or on behalf of, the Landlord.
31. It appeared that information about TT's involvement in the April 17th incident on which the N5 notice of termination was based was not fully communicated between staff of the Property Management company or by TT to that company. MG, who had been involved in the issuance of the N5 notice of termination. Testified that she had not been aware of TT's involvement and the scheduling error until her appearance at this hearing on December 3, 2025.
32. I find that the Landlord's service of the N5 notice of termination was apparently based on some misinformation and did not amount to an act of harassment as contemplated by the Act.

Tenant's Objections About the Proceedings

33. Throughout the proceedings the Tenant raised a number of objections and requests pertaining to Board's processes and some of the Board's procedural rulings. My comments on each follow.

Request for In-Person Hearing

34. The Tenant repeatedly requested that the hearing of his applications proceed by way of in-person hearing rather than by video conference, regardless of whether his attendance at that video conference was by way of video or telephone. As set out in Schedule A to this order, the Tenant made two formal requests in that regard – first on June 17, 2025 and then on November 25, 2025. Denials of those requests were contained in Board Directions issued on June 25, 2025 and December 1, 2025 respectively. The gist of the Directions are set out in Schedule A to this order and those Directions constitute the Board's response without my further comment.

Failure of the Board to Assist with Legal Advice or Filing Materials

35. The Tenant's complaints about lack of assistance from the Board appear to stem from a fundamental misunderstanding about the role of the Board in the context of disputes. The Board is required to maintain neutrality throughout all proceedings. That obligation

prevents the Board from providing any party with special assistance in such activities as filing materials, arranging for witnesses or providing legal assistance. My comments on the Tenant's objections in that context are as follows:

- a) The Tenant repeatedly took the position that the Board had an obligation to provide him with the services of Tenant Duty Counsel and/or grant adjournments to allow him to overcome difficulties he had experienced in obtaining Legal Aid assistance. There was no question that the Tenant had had difficulty obtaining assistance from Legal Aid, as his local clinic was at capacity and unable to give him assistance;
- b) As I explained to the Tenant during the hearing, the Board has no relationship with, or control over, the services of Tenant Duty Counsel. The Board does not schedule or in any way mandate attendance of Tenant Duty Counsel at a hearing. I had neither the power nor the jurisdiction to arrange for him to obtain legal services either before or during a hearing. As described in Schedule A, Tenant Duty Counsel signed in to the hearing at the (second substantive) November 20th appearance roughly one hour into the hearing. I accorded the Tenant time to meet with that individual but made it clear that the Tenant did not have the unrestricted right to delay the proceeding with the provision of summary advice and ordered the Tenant back into the main hearing room after what I considered to be a reasonable and adequate time for summary consultation;
- c) The Tenant submitted that the Board's failure to provide special assistance to him in dealing with the Board's portal to those who, like him, are not computer-savvy, amounted to a form of discrimination. The Board does provide an alternate means of filing by way of email to the Board and this information is provided in each Notice of Hearing. The Tenant availed himself of this method by, for example, submitting his November 2025 letter request for an in-person hearing; and
- d) The Tenant alleged that the Board failed to respond to his request that the Board arrange for two witnesses to appear for him at the hearing. The Board's process with respect to witnesses is limited to issuing summons for witnesses further to a party's formal request. No such request was made by the Tenant and, as indicated above, the Board's obligation to maintain neutrality precluded it from taking any other action in this regard.

Treatment of Materials and Limitation on Scope of Issues

36. The Tenant challenged my decision to limit the issues before me to those outlined with sufficient particularity in the initial and amended applications. He submitted that the particulars were contained in the materials which he had (after considerable difficulty) managed to have uploaded to the Board's portal. As detailed in Schedule A to this order, the initial application contained nothing at all in the way of description of issues and the Tenant was given multiple opportunities to amend his applications to provide necessary particulars. The nature of the required particulars were expressly set out, both orally during hearing appearances and by way of interim order. The responding party had no obligation to delve into materials which may, later, constitute evidence in order to assess the scope of the case against it. And the Board's neutrality would be compromised if the

Board itself delved into those materials in an effort to define the applicant's case for the applicant.

37. The Tenant had difficulty in using the Board's portal to file the materials on which he planned to rely in the hearing. He testified about his multiple attempts to get the material filed with the Board and pointed to the difficulties the person from Housing Support, who had undertaken to assist him with his applications, had herself had with filing the materials. The materials were eventually uploaded. I did not require that the materials be resubmitted in the form of a brief but, as set out in Schedule A, ordered that a chart be submitted identifying the document numbers and description of the materials submitted, to facilitate reference to them during the hearing. A chart to that effect was submitted by BT on the Tenant's behalf, but the Tenant testified that it was wholly inadequate. It had been prepared by TB on his behalf and submitted to the Board without his review.
38. The Tenant alleged that I gave no consideration to any of the 'evidence' which he had submitted to the portal. As mentioned in paragraph 36 above, it is correct that I did not consider the filed materials in assessing the scope of issues properly before me. However, the Tenant referred to virtually none of the materials for inclusion as exhibits during the hearing. I repeatedly explained that the provision of material to the portal did not make those materials evidence. They were not evidence unless, and until, they were referenced and admitted as exhibits during the hearing.

Allegation of Bias

39. The Tenant alleged that I was biased. Although he did not expressly request that I recuse myself, I treated his allegation as a motion and heard his submissions. The crux of his bias allegation, described at the outset of the December 3, 2025 appearance, was that I had denied him the opportunity to obtain legal advice and representation. He objected to proceeding with the motion itself without benefit of legal counsel, particularly as the motion concerned the lack of legal counsel. He submitted that my insistence on proceeding with the motion was unjust, biased and unfair.
40. My comments about the Board's position with respect to providing parties with legal counsel services are set out above. My refusal to attempt to compel attendance of Tenant Duty Counsel for him was a recognition of the limits of the Board's jurisdiction and authority. I find that it did not constitute bias.
41. The Tenant also submitted that I had consistently interrupted him and spoken over him – in a manner which I did not exhibit with the Landlord's representative.
42. If my speaking up during the hearing amounted to interjections, they were done further to my responsibilities to ensure an expeditious and fair hearing, with reference to section 183 of the Act. I find that any such interjections did not constitute bias but, rather, a fulfillment of my duty to properly manage the hearing.

Request for Fee Waiver

43. The Tenant alleged that he had requested, and that I had not granted, a fee waiver.
44. Requests for fee waiver are not normally addressed by the Member hearing an application and no such request was before me. Nonetheless, the Board's portal shows that the fee waiver was in fact granted back at the time the Tenant filed his application.

Request for Return of Materials

45. The Tenant submitted that since I did not consider, in the hearing, the materials which he had filed into the Board's portal, the materials should be 'returned' to him.
46. The Board needs to retain a complete record of all materials provided to the Board by a party, even if those materials are not expressly referenced or adopted as evidence during the hearing of that matter. The reasons include the need for a complete record for assessment in the event that a party requests a review of an order or of some facet of the proceeding.
47. The Tenant's request for return of the materials is denied.

Landlord's Request for Costs

48. The Landlord's representative requested that the Tenant be ordered to pay the Landlord's costs in the maximum allowable amount of \$700.00 on the basis that the Tenant's conduct during the proceeding was unreasonable.
49. As set out in the Board's Interpretation Guideline 3 – Costs, a Board Member has the discretion to require a party to pay, as costs, the other party's expenses where the conduct of the party was unreasonable. Conduct is unreasonable if it causes undue expense or delay and includes:
- Failing to take necessary steps, such as those required by the Act or the Board's Rules;
 - Acting contemptuously toward the Member or showing a lack or respect for the processes of the Board;
 - Maligning another party or unreasonably slurring the character of the other party.
50. The Landlord submitted that the multiple adjournments at the outset of proceedings, before the substantive hearing got under way in November 2025, were attributable to the Tenant's repeated failures to properly particularize his claims – even in the face of repeated opportunities and specific interim orders from the Board. The Landlord's representative submitted that the Tenant's repeated challenges to my determinations and criticisms of the Board's processes showed a lack of respect for the processes of the Board and a contemptuous attitude towards me as the presiding Member. He noted that the Tenant had referred to himself as "Buddy", showing disrespect.

51. There is no question that the Tenant's problems with filing materials and properly particularizing facets of his claim delayed the hearing process. There is, similarly, no question that the Tenant raised a number of complaints about the Board's processes and my own behaviour during the hearing.
52. I find, however, that in the context of the difficulties encountered by the Tenant, and in the context of his resultant frustration, his conduct during the hearing was not unreasonable in the way contemplated by Guideline 3.
53. The request for costs is denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$4,145.25. This amount represents:
 - \$1,844.88 rent rebate for bed bugs issue;
 - \$500.00 for costs associated with bed bugs;
 - \$1,200.37 rent rebate for kitchen repairs issue;
 - \$600.00 rent rebate for bathroom issue.
2. The Landlord shall pay the Tenant the full amount owing by April 3, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 3, 2026, the Landlord will owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.

March 30, 2026
Date Issued

Lynn Mitchell
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.

Schedule A

History of Proceeding - Details

The T2 Application was the subject of an Adjudicative Case Conference held on February 19, 2025. Interim order LTB-T-041591-24-IN issued on February 24, 2025 (the 'ACC Order') noted that the Tenant's application contained no allegations in the space provided in the form but, instead, referred to 'attached USB'. No USB-related material was evident in the Board's portal, but the Landlord acknowledged having received the material in a USB stick from the Tenant. The Board ordered that the 'T2 Final Draft', which had reportedly been included in the USB materials, be filed with the Board by March 8, 2025 and that any materials on which the Tenant planned to rely be filed with the Board by March 14, 2025.

The hearing of the T6 Application commenced on April 23, 2025. The matter was adjourned to address issues about the Tenant's filings similar to those referenced in the ACC Order with respect to the T2 Application. Interim Order LTB-T-041609-24-IN issued on May 2, 2025 (the 'T6 Interim Order') incorrectly stated that only the Tenant and their Housing Support Worker, T. Blackmore, had attended the hearing. In fact both the Landlord's representative and NP for the Landlord. The T6 Interim Order directed that the T2 and Applications be combined for hearing. The Board ordered the Tenant to provide the Landlord and the Board a copy of the T6 allegations document from the above-noted USB stick. The Board also ordered that the Tenant include, in that document, a written description of each maintenance issue. He was to include the nature of the problem, when the problem started, when the Landlord was informed and when the issue had been resolved. The T6 Interim Order did not address any question of whether the descriptions already provided in the USB stick contained the requisite particularity to inform the Landlord of the allegations it was to defend. The T6 Interim Order did, however, reference the possibility of the Tenant amending the application.

On June 17, 2025 the Tenant filed a Request for Accommodation with the Board, requesting an in-person hearing and requesting paper copies of all materials as he had no access to a computer and limited ability to navigate on-line portals and computers in general. The Board responded by way of Direction on June 25, 2025, inquiring how the Tenant's needs affected his ability to participate in the Board's process. The response referenced services such as the Public Access Terminals and availability of a loaner phone. The Tenant provided no response. The Board's Direction also indicated that, while Tenant Duty Counsel may be available at the time the matter was heard, that service was offered through Legal Aid Ontario and had no affiliation with the Board. It indicated that the Board does not provide support persons, legal assistance or legal advice.

The applications first came on for hearing before me on August 18, 2025. An individual who had been assisting the Tenant, T. Blackmore ('TB') filed two proposed amended applications on behalf of the Tenant 6 days before the appearance.. TB had understood that she had filed the material with the Board in or around early June 2025 and did not realize, until she checked the Board's portal in advance of the August 18th hearing, that the material had not been properly uploaded. Neither the Landlord nor the Landlord's representative were served with the material. On reviewing the material at the outset of the hearing the Landlord's representative confirmed that it was similar to the material which had been contained in the above-mentioned USB and that it still lacked particulars.

In the face of the Tenant's good faith attempts to provide the required materials to the Board I determined that the Tenant's application should not be dismissed on the basis of his failure to strictly comply with the terms of the interim orders. That said, I concurred with the Landlord's contention that neither application contained sufficient particularity. Neither of the earlier interim orders expressly pointed to the need for better particularity in the materials already provided to the Landlord. I determined that it would not be unduly prejudicial to the Landlord for the Tenant to be given an opportunity to further amend the applications to include the requisite particularity. I reviewed, in the hearing, the types of details which had already been articulated in the T6 interim Order and confirmed, with TB (who was to be assisting the Tenant in preparing the materials for the Board) that she fully understood the requirements for detail to be included in the revised materials. This information was re-iterated in Interim Order LTB-T-041591-24-IN2 and LTB-T-041609-24-IN2 issued August 25, 2025. That document contained my order that the Tenant provide a table linking the materials already filed with the Board, with the TOP document identification number, to the relevant Tenant issue.

On September 15, 2025 TB filed, on behalf of the Tenant, two further amended applications and a 4-page chart describing a large number of individual items filed with the Board, referencing the TOP Doc numbers and providing a description for each. The amended applications were largely a reiteration of the amended materials provided in early August 2025.

The substantive hearing of the applications commenced before me by videoconference on November 20, 2025. The Tenant was, by this point, no longer assisted by TB. Based on a review of the proposed amended applications I identified four matters which were properly before me on the basis of timelines and details provided. Those four matters are the subject of this order.

Tenant Duty Counsel signed on more than an hour after the hearing had commenced. I interrupted the hearing to allow the Tenant to meet with Tenant Duty Counsel in a breakout room. After 20 minutes, I stepped into the breakout room and informed TDC and the Tenant that it was necessary to proceed with the hearing. The Tenant returned to the hearing room and the hearing continued but not to completion. The Tenant demanded that he be put back into contact with the TDC he had spoken with that day. I explained to him that the Board has no jurisdiction over Tenant Duty Counsel and I had neither the ability nor the authority to attempt to bring such counsel back on. I had taken down the TDC's name on sign-in, however, and provided that to the Tenant.

On November 25, 2025 the Tenant submitted another Request for Accommodation. He again requested that the matter continue by way of in-person hearing and requested that the continuation be adjourned to allow him additional time to arrange for two witnesses and to rework his disclosure materials. The Board responded by way of Direction dated December 1, 2025. The Board referred to the earlier response in August, noting that the Tenant had failed to respond to the Board's request for clarification or to the Board's offer of a loaner phone or Public Access Terminal. The Member issuing the Direction was not satisfied that the holding of an electronic hearing was likely to cause the Tenant significant prejudice or that the Tenant had established accommodation needs that could not be met by an electronic hearing. It was unclear to the directing Member why the challenges the Tenant may experience through participating electronically would not be experienced during an in-person hearing. The Member noted that the Tenant had the option of participating by telephone and that the information for that participation was included in the Notice of Hearing.

The hearing continued by video conference on December 3, 2025. The Tenant outlined, at the beginning of that hearing, his various objections to the Board's process and my management of the hearing. My comments on those objections are set out in the 'Tenant's Objections About the Proceeding' section of this order. The Tenant also requested an adjournment to allow him to confer again with Tenant Duty Counsel. He took the position that he had a right to Tenant Duty Counsel at any Board hearing that that I, as sitting Member, was obliged to allow him to speak to Tenant Duty Counsel. He submitted that it was within my power to assist him by adjourning to allow him to get legal help. He also submitted that I was biased and should recuse myself from the hearing. I denied the request for adjournment on the basis that the Tenant had had the opportunity to seek outside legal help. I noted that the Tenant's request for time to arrange for a particular witness was unnecessary as the Landlord had arranged for that same individual to be summonsed and that individual attended the hearing. Further, If I were to allow an adjournment at this point and on the basis of time to obtain legal assistance, I would be contravening my duty, further to section 183 of the Act to ensure that proceedings progressed in the most expeditious way that afforded fairness to all parties. I denied the request to recuse myself on the basis of bias and indicated that I would provide my reasons at a later date. Those reasons are provided in the above-referenced section of this order.

The hearing proceeded for a full day on December 3rd. At the outset of the cross examination of the Tenant the Tenant was referred to a Landlord brief which had been filed with the Board on October 6, 2025 and emailed that day to the Tenant. The Landlord accommodated the Tenant's request during the hearing for a hardcopy of the materials. The matter was stood down for to allow for the print off and retrieval of the material by the Tenant at the Superintendent's office.

The continuation of the hearing was adjourned to January 14, 2026, when it continued by videoconference to completion. The Tenant Duty Counsel with whom the Tenant had consulted at the November 20th appearance signed into the hearing at 9:15 am to provide summary assistance to the Tenant. The Tenant had contacted her clinic shortly before this January 14th appearance. I allowed the Tenant to, again, meet with TDC and placed them together into a breakout room. After one hour I entered the breakout room and gave TDC and the Tenant a 5 minute warning to re-enter the hearing room. The two returned and the hearing proceeded. TDC did not represent the Tenant in the appearance. At the conclusion of the hearing the Tenant included, in his closing submissions, an itemization of his objections to the Board's procedures. My comments on those objections are included in the above-referenced section of this order.