



## **Order under Section 31 Residential Tenancies Act, 2006**

**File Number:** LTB-T-071072-24

**In the matter of:** 311, 16 HELEN ST  
DUNDAS ON L9H1N4

**Between:** Jessica Fenske Tenant  
Kyle Fenske

**And**

Q Res IV Operating GP Inc. (Q Residential) Landlord

Jessica Fenske and Kyle Fenske (the 'Tenant') applied for an order determining that Q Res IV Operating GP Inc. (Q Residential) (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.
- 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 9, 2026.

The Landlord's Agents Ken Milligan and Claire Lupinsky and the Landlord's Legal Representative David Ciobaturu and the two named Tenants and the Tenant's Legal Representative Lindsey Branje attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

### **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
2. The Tenant Jessica Fenske testified that there was an ongoing cockroach infestation in the rental unit. She testified that she first became aware of the infestation on July 18, 2021 and made the Landlord aware. She testified that the Landlord performed multiple treatments on the rental unit, however they were not successful. She testified that the Landlord would

usually treat the unit within a couple days after a complaint, but it would sometimes take up to a week before a treatment was performed.

3. The Tenant testified that she also treated the unit herself and purchased products to treat the unit every month between July 2021 to October 2023.
4. The Tenant testified that she made the Landlord aware on October 5, 2023 that the infestation was ongoing and the Landlord arranged for a treatment to be performed on October 6, 2023. However, this treatment was not successful.
5. She testified that she contacted the Landlord on October 10, 2023 to indicate that the treatment had not been successful and the Landlord's Agent replied that she was seeing cockroaches because the treatment had been successful and was driving the cockroaches into the open where they were more visible.
6. The Tenant could not recall another further treatment beyond October 6, 2023.
7. She testified that she gave the Landlord notice on November 4, 2023, to vacate December 1, 2023, however they handed over the keys and vacated the rental unit on November 20, 2023 as they could not continue to live with the cockroaches and the Tenant was concerned about their impact on her family.
8. The Tenant also suggested that the cockroaches may have originated from another unit in the complex, the Tenant testified that she could see into this unit, and it was very unclean with a large amount of debris and takeout containers strewn around the unit and balcony.
9. The Tenant also relied on review from apartments.com which mentioned cockroaches in the complex, including on November 13, 2023.
10. The Landlord's Agent Claire Lupinsky also testified at the hearing; she was a property manager for the Landlord during the tenancy.
11. She testified that when the Landlord receives a report of pests within a rental unit they contact a pest control company, serve a notice of entry and treat the rental unit. Depending on the suggestions received from the pest control company they may also perform a follow up treatment.
12. She also testified that site staff received notice that the Tenant intend to move out but indicated the Tenant would remain responsible for paying the rent as they had provided short notice.
13. Rochelle Brown also testified for the Landlord. She testified that she recalled receiving pest complaints for the Tenant and would schedule the unit for pest control. She testified that the Tenants were also treating the unit themselves, which they had been advised not to do. She testified that when Tenants use their own chemicals, they can counteract the pesticide used by the pest control company. She testified that each time a pest control notice was served on the Tenant's it indicated that Tenants were not to treat the unit themselves.

14. She testified that after the Tenant complained of the cockroaches again on October 10, 2023 the unit would have been treated again, likely with two weeks but could not confirm this as she did not have the reports from the pest control company in front of her.
15. She also testified that after the Tenant's provided notice to end the tenancy, she gave them a short notice letter indicating that they would be responsible for the rent to January 31, 2024.

### *Analysis*

16. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) or section 161 of the Act to maintain the rental unit and did not fail to comply with health, safety, or housing maintenance standards..
17. 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.
18. Similarly, with respect to the T2 portion of this Application, the fact that there were cockroaches in the Tenants rental unit is not itself enough to satisfy me that the Landlord has substantially interfered with the Tenants reasonable enjoyment, instead I must also consider the Landlord's response to the cockroaches.
19. The Tenant's Application was filed on September 8, 2024, and the Tenant vacated on November 20, 2023. Therefore, the limitation period runs from September 8 2023 to November 20, 2023. However, I have considered testimony related to incidents outside this limitation period to the extent that they provide context, and a fulsome understanding of the situation and the Landlord's response to the Tenant's maintenance concerns.
20. In this case I am satisfied that the Landlord has responded reasonably. The Tenants own testimony suggests that the Landlord performed prompt pest control treatments each time the pests were reported, including treating the unit by the next day on some occasions. While it was disputed whether or not a treatment occurred after the Tenant's report of pests on October 10, 2023, I accept that it did. The Tenant's own testimony indicated that the unit was treated promptly each time and the Tenant could not recall if a treatment occurred after October 10, 2023, while the Landlord's Agent testified that she believed a treatment had occurred but could not confirm this as she did not have the events reports with her. Given the Landlord's history of prompt treatment restored to by the Tenant, I accept it is more likely than not that the unit was treated promptly after October 10, 2023.
21. October 5, and October 10, 2023 are the only times the Tenant reported cockroaches and requested treatment within the limitation period, however based on the Tenants own testimony the Landlord usually respond promptly to any report of pest and treated the unit within a couple of days. This suggests that the Landlord has responded reasonably. However, I agree with the Tenant's Legal Representative that my analysis does not entirely end there. It is possible, for instance that the treatment provided by the Landlord

was inadequate and caused a prolonged infestation, and the Tenant suggest that the Landlords response was inadequate. However, I am not satisfied this was the case here.

22. A treatment invoice relied on by the Landlord, dated October 6, 2023 indicates that the rental unit was treated that day, and no live activity was detected, additionally I accept that the Tenant's were informed each time a pest control notice was served that they should not be treating the unit themselves as this may interfere with the treatment performed by the pest control company, and in spite of this continued to treat the unit themselves. I find it is more likely that this action contributed to any ongoing infestation, rather than an inadequate response on the part of the Landlord.

23. Accordingly, based on the evidence before me I am satisfied that the Landlord responded reasonably in the circumstances to the alleged pest infestation, and the Tenant's Application shall be dismissed.

**It is ordered that:**

1. The Tenant's Application is dismissed.

**April 8, 2026**  
**Date Issued**

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Reid Jackson  
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.