



Order under Section 30 and 135 Residential Tenancies Act, 2006

Citation: Singh v LU, 2026 ONLTB 27031

Date: 2026-04-01

File Number: LTB-T-099146-24

In the matter of: 2319 Wildwood Crescent
Pickering ON L1X2N1

Between: Arshpreet Singh Tenant

And

Ping Lu Landlord

Arshpreet Singh (the 'Tenant') applied for an order determining that Ping Lu (the 'Landlord'):

- collected or retained money illegally. (T1 application)
- 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. (T6 application)

This application was heard by videoconference on March 16, 2026.

Only the Tenant attended the hearing.

As of 4:18 p.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

Preliminary Issues

1. The Tenant amended the application on February 23, 2025, to include the Landlord's contact information, specifically, the address.
2. The Tenant submitted, the evidence was served to the Landlord on October 4, 2025, the day the issue occurred; the evidence for the hearing is the same as what the Landlord was given. The Landlord did not raise any issue about the evidence not being received at the Adjudicative Case Conference.

3. I accept the Tenant's uncontested submission that the Landlord received the necessary evidence for the hearing; the matter shall proceed on its merits.

Merits

4. The Tenant testified they moved into the rental unit on September 29, 2024, and vacated October 4, 2024. The lease for the furnished room began October 1, 2026, but the Landlord allowed him to move in early. The Tenant paid the Landlord \$2,150, as established by the e-transfers: \$1,000.00 for the last month rent deposit on August 31, 2024; \$1,000.00 for the first month rent on September 27, 2024; and, \$150.00 for the key deposit on September 29, 2024. Two days after moving in, the Tenant noticed mouse droppings in the kitchen, mice traps all over house, bed bugs on mattress. a mouldy smell and could hear something in walls. He told the Landlord about the issues on October 4, 2025; the Landlord said she would change the mattress with one from the garage. The Tenant told him that was not a proper way to address the situation and advised he did not want to stay in the unit. The Landlord blamed the Tenant for the bed bugs and did not offer a solution.
5. The Tenant also testified, the Landlord admitted to not telling the Tenant about the mice problem and tried to qualify the situation by saying there are traps all-over, they are seeking a solution, and the issue will get fixed as soon as possible. The Tenant had a rash and bites on him because of the state of the unit. About leaving, the Landlord said it was the Tenant's personal choice, he could stay, the mice issue will be addressed/fixed, and she needed 2-days to inspect about the bed bug issue. The Tenant left that day and texted the Landlord the following day that he was not returning to the unit. The Tenant told the Landlord he wanted reimbursed the first month rent minus the per diem amount for the few days he was in the unit, and the last month rent deposit; he told the Landlord she could keep the key deposit. The Landlord said she did not have the money right now and would give it back to him once the room was re-rented. Every time the Tenant followed up about the money, the Landlord just kept saying the room was not rented yet, she did not have the money, and she had to pay the mortgage; the last text between them was November 4, 2024. The Tenant did not return the key to the Landlord, he kept it because he did not want the Landlord to throw anything out.
6. The Tenant is seeking \$2,150.00 plus compensation for clothes; 2 full suitcases that he did not take with him because he moved in with his brother who said not to bring them because of the new baby. Everyone he talked to, his brother, his manager, said bed bugs do not just get washed away, it was best to throw everything out.

T1 application

7. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed; the Landlord did not illegally retain the Tenant's rent deposit.
8. The law establishes that there is no unilateral right to rescind a contract that has been duly entered into by the parties (*Opara v. Cook*, 2008 CanLII 22923, [2008] O.J. No. 1934 (QL), 2008 Carswell Ont 2747, Court File No. 142/07 (Div. Ct.) (Jennings, Pitt, and Molloy JJ.)). Here, the parties signed a lease and the Tenant' was given possession of the rental unit;

the issue to be addressed is whether the unit was uninhabitable when the Tenant took possession thus leaving no other option but to terminate the tenancy. Although the Tenant showed a picture of what appear to be some bed bugs on the mattress, this does not meet that of an infestation or t a level where the problem was impossible to address. The Landlord said she would take the necessary steps to have the issue fixed, the Tenant chose not to allow her this opportunity. Similarly, the Tenant did not present any evidence, for example pictures, of mice, mice droppings and mice traps in the unit, therefore, the Tenant did not establish that the problem was so extensive as to meet the level of being uninhabitable. The Tenant did not offer any detail about the mouldy smell, therefore, this issue is dismissed.

9. For these reasons I find the Tenant did not demonstrate that the unit was uninhabitable; as such, there was not a fundamental breach of the lease. The caselaw has long-established that unless a severe lack of compliance with health, safety or maintenance standards is established, there is no fundamental breach of the contract, and it remains intact. According to the court, a fundamental breach must be such that it frustrates the real purpose of the contract (*Temlas Apartments Inc. v. Desloges* [1980] O.J. No. 3624, 29 O.R. (2d) 30 (Ont. Div. Ct.)); it must be so critical as to bring an end to the contract as a whole or repairs so protracted that occupancy is not reasonably possible (*Lord Strathcona Steamship Co. v. Dominion Coal Co.* [1926] 1 D.L.R. 873, [1926] A.C. 108 (P.C.)). If there are pest or cleanliness issues upon move-in, a landlord needs to be given the opportunity to rectify the issue(s); here, there the Tenant admitted that the Landlord was not given a chance to address the issues, he chose to leave instead.
10. Further, the Tenant retained the key, which meant the Tenant was in possession of the unit the entire time he was requesting return of the deposit. The Tenant again made a choice: to leave and not to return the key. Therefore, the Tenant made no attempt to mitigate losses as required by section 116 of the *Residential Tenancies Act, 2006* (the 'Act'). Further, by keeping the key, he is not entitled to return of the key deposit.
11. Therefore, I find the Landlord did not retain monies contrary to the legislation. Accordingly, the Tenant is not entitled to return of the deposit, and the application must be dismissed.

T6 application

12. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
13. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair and/or maintain the rental unit. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the Board 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.
14. In this case the Tenant did not give the Landlord an opportunity to address the issues; the Tenant testified he chose to leave the unit and not return. He did so despite the Landlord's

text offering a rent discount, they needed to work together, and the issues would be addressed.

15. As the Tenant did not put forth any testimony with respect to the 'mouldy smell' or how he was affected in this regard, this issue is also dismissed in the T6 application. However, it should be noted that if the mouldy smell was an issue, the Tenant also did not allow the Landlord any opportunity to address it.
16. For these reasons I find there was no evidence to establish the Landlord acted contrary to the Act or any other regulation/standard that would have been required. Therefore, no remedy can flow from this application, as it is based solely on whether the Landlord breached their obligations under section 20; and they did not; the application must be dismissed.

It is ordered that:

1. The Tenant's T1/T6 application is dismissed.

April 1, 2026
Date Issued

Diane Wade
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.