



Order under Section 30 and 31 Residential Tenancies Act, 2006

File Number: LTB-T-002582-24

In the matter of: 19, 248 Hilda Street
Orillia ON L3V1J1

Between: Samantha Jean Cave Tenant

And

Balmoral Developments Hilda Inc. Landlord

Samantha Jean Cave (the 'Tenant') applied for an order determining that Balmoral Developments Hilda Inc. (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.
- 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 26, 2026.

The Landlord's agent, Kurtz Erwin, the Landlord's representative, Ciara McMillen, the Tenant's representative, Martin Montes, and the Tenant attended the hearing.

At the hearing, the parties agreed the correct name of the Landlord is Balmoral Developments Hilda Inc. On the consent of the parties, I amended the application to correctly reflect the name of the Landlord.

Determinations:

T2 Application:

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

Substantial interference

Parking

2. The Tenant testified that on or about December 27, 2023, she had contacted the Orillia bylaw regarding bedbugs in her rental unit, and immediately after, the Landlord revoked her parking privileges. She believes the Landlord's actions to be retaliatory. The Landlord did not disagree with the Tenant that he revoked the Tenant's parking privileges after she contacted Orillia Bylaw. However, the Landlord testified that parking spaces were not included in the Tenant's lease and that he had provided her with 3 spaces to use when she needed them in good faith, on a temporary basis. The Tenant did not dispute that parking was not included in the lease. A copy of the lease agreement was submitted into evidence by the Landlord and the lease supports the Landlord's position that the Tenant had no parking spaces allocated to her in the lease.
3. The Landlord testified he in good faith had provided the Tenant with parking spaces, not because these spaces were included in the lease. The lease confirms this to be true. When the Tenant contacted Orillia bylaw, the Landlord said he took her actions to be hurtful as the Landlord had always tried to address and accommodate the Tenant's concerns in a timely and reasonable manner.
4. On the issue of the parking, I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household by removing her parking privileges as the parking spaces were never a part of the lease, but given to the Tenant in good faith, not on an indefinite basis. When the relationship between the parties had fallen apart, the Landlord invoked the sign lease agreement, which did not allocate any parking spaces for the Tenant nor her occupants.

Harassment, etc.

5. The Tenant testified that the Landlord removing parking privileges was a form of harassment on her occupants. However, the parking privileges were removed from occupants of the rental unit, the Tenant's son and daughter. Harassment cannot extend to occupants of the rental unit and must be directly tied to the Tenant. I do find that removing parking spaces are it's own rises to the level of harassment. The parties agreed that parking spaces were not included in the lease agreement. Therefore, I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant.
6. Therefore, the Tenant's T2 application is dismissed.

T6 Application:

7. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
8. 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 maintenance standards.
9. 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.

Cockroaches

10. The Tenant testified that on April 25, 2023, she notified the Landlord regarding a cockroach infestation on the rental unit. The parties agreed that the Landlord responded immediately the same day and treatment of the rental unit was scheduled and occurred within a few days of the Tenant raising the issue with the Landlord.
11. On or about August 2023, the Tenant testified she complained once again to the Landlord regarding the cockroaches and the parties agreed the Landlord once again immediately had the Tenant's rental unit treated for cockroaches. The Landlord did not agree with the Tenant's version of events and testified that it was in fact the Landlord that had reached out to the Tenant on August 14, 2023 regarding pest control treatment in her rental unit. The Tenant later agreed to the Landlord's version of events regarding August 2023 pest control.
12. On October 14, 2023, the Tenant testified she notified the Landlord again about cockroaches and the Landlord responded to her within 5 minutes. The parties agreed that on October 19, 2023, the rental unit was treated for a third time.
13. In applying *Onyskiw*, it is clear to me that the Landlord had taken reasonable steps at addressing the Tenant's issues in regard to cockroach concerns. First, in April 2023, the parties agreed the Landlord responded immediately and had the rental unit treated within a few days of the Tenant raising the cockroach issue. Although the Tenant testified the issue continued, she did not notify the Landlord until October 14, 2023 regarding the cockroach infestation continuing. On August 14, 2023, it was the Landlord that had pro-actively reached out to the Tenant regarding cockroaches in her rental unit because of concerns other tenants in the residential complex had raised with him. From April 2023 to October 2023, there are only 2 documented instances where the Tenant reached out to the Landlord regarding cockroaches and the Landlord responded immediately and took action immediately to have the rental unit treated.

Bedbugs

14. The Tenant testified that on December 27, 2023, she discovered bedbugs in her rental unit and notified the Landlord. The Landlord said they would have the rental unit sprayed by pest control immediately in January 2024 as the contactor, TK pest Control, was closed for the holiday season until then. The parties agreed that the contractors attended the rental unit on January 4, 2024 and treated the rental unit for bedbugs.
15. 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 maintenance standards in regard to the bedbug issue.
16. Once again, in applying *Onyskiw*, it is clear that the Landlord responded in a reasonable manner. The Landlord was first contacted by the Tenant on December 27, 2023 and had

the rental unit treated by January 4, 2024. The Landlord testified that if it were possible to treat the rental unit sooner, he would have, but the contractors were closed for the holiday season – a fact the Tenant also agreed with.

17. Therefore, the Tenant's T6 application is dismissed.

It is ordered that:

1. The Tenant's T2;T6 applications are dismissed.

April 8, 2026
Date Issued

Vishal Nanda
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.