



Order under Section 31 Residential Tenancies Act, 2006

Citation: Mckenzie v Dunn, 2026 ONLTB 27884

Date: 2026-04-02

File Number: LTB-T-034865-23

In the matter of: 19, 454 KING ST E
HAMILTON ON L8N1C8

Between: Christopher Gordon Mckenzie Tenants
Lorraine Evelyn Goulart

And

Thomas Dunn Landlord

Christopher Gordon Mckenzie and Lorraine Evelyn Goulart (the 'Tenants') applied for an order determining that Thomas Dunn (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of the Tenants' household.
- 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 21, 2026. The second named Tenant, the Landlord, and the Landlord's agent, Tewodros Getaneh ('T.G') attended the hearing.

The Tenants elected to not pursue their claims with respect to substantial interference. This order will only discuss the Tenants' maintenance concerns in relation to section 20 of the Act. The application was also amended to remove Tewodros Getaneh as a named party in the application, this order reflects these changes.

Determinations:

1. As of the date of the hearing, the following items were no longer an issue:
 - Kitchen cupboards and backsplash
 - Bathroom vanity and door handles
 - Backups

2. The ongoing disrepair issues and what the hearing of the application was focused on were:
 - Windows
 - Adequate heat
 - Pests (bedbugs and mice)
 - Kitchen floors
 - Bathroom Hole
3. As explained below, the Tenants proved on a balance of probabilities the allegations contained in the application. Therefore, the Landlord must pay to the Tenants a total of \$1,518.00.
4. As the proceedings are virtual and the Tenants were participating via zoom in their rental unit. The Tenants were able to show the Board and the Landlord, in real time, the maintenance concerns they have with respect to the rental unit
5. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit and failed to comply with health or safety or housing or maintenance standards.
6. 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.
7. The tenancy commenced October 2022, and the rental unit is an apartment above a commercial storefront where the Landlord's agent, T.G owns and operates his business.

Windows and Adequate Heat:

8. The Tenants testified that some of the windows within the rental have uneven glass panes, are old, and need to be replaced. Page 30 of the Tenants' evidence brief (DOC-3997095) provides a photo of a window on the outside wall of the rental unit located in their living room. A copy of the photo is below. The Tenants also say that the windows within the rental unit are missing screens panes and locks.

9. The Tenants also say that given the state of the windows it causes the heat to escape and need to use space heaters to provide adequate heat to the rental unit. During the hearing, the Tenant showed me the condition of the specific window above, which was clearly a disrepair issue.
10. Based on the condition and location of the window, I do not find that it would be unreasonable to conclude that loss of heat could occur and cause the rental unit to be colder than usual. The Tenants provided written notice to the Landlord advising them of the windows and the inadequate heat for the rental unit ¹In the application, the Tenants are seeking an order requiring the Landlord to complete repairs and or replacement if necessary. I find the request reasonable and therefore an order shall issue.

Pests:

11. The Tenants testified that the issue of pests arose in October 2022. The Tenants agree that the Landlord has in the past scheduled pest control treatments. The last one was in approximately April 2025, communication of which was supplied. There was no evidence presented that the Tenants complained about pests after the last treatment.
12. However, the Tenants did supply photos that depict the presence of mice droppings and bedbugs. The Tenants also provided photos showing a rash on their children's body they say are from bedbug bites.
13. The Landlord says that upon receiving complaints from tenants they organize treatment of the units affected. On May 1, 2023, The Tenants alert the Landlord or their agent by email and indicate that it has been 11 days since the treatment occurred and the unit still contains bedbugs and the Tenants, and their occupants are still being bitten². Despite this email, there were no scheduled treatments. Therefore, I do not find that the Landlords acted reasonably in responding to the Tenants concern. Therefore, the Landlord will be ordered to inspect the unit and if needed, schedule a pest treatment for both bed bugs and mice.
14. The Tenants also requested \$620.00 for the cost to repair or replace the damaged property that was damaged and/or destroyed because of Landlord's delay in addressing the issue. The Tenants also ask for \$250.00 for out-of-pocket expenses they say are related to the increased cost in needing to do laundry more frequently.

Damaged Property:

15. The Tenants supplied photos showing pictures of couches and mattresses that they testified were taken some time in 2024, which show bedbugs and eggs present on the furniture ³. The Tenant says she does not have receipts for the items replaced as she purchased them through Facebook marketplace. Based on the amount being requested, I

¹ DOC-3997065 (Page 13 and 17)

² Page 16 of DOC-39970665 (Page 16)

³ DOC-3997065 (Page 35-37)

find it logical to conclude that the Tenant is seeking the depreciated replacement cost. I also find the cost to be reasonable. Although the Tenant did not provide a receipt, it is not like they went to a store and purchased a product whereby a receipt is expected. An order for \$620.00 shall issue.

Out-of-Pocket Expense (Relating to Laundry):

16. The Tenants request an order for \$250.00 for the out-of-pocket expense that they say is related to an increased cost relating to laundry. As explained below, I find this reasonable.
17. May 2023 to January 2026 is 32 months, the Tenants suggest that they either use the coin laundry located in the building or a local laundromat. \$250.00 over 32 months is approximately an additional \$7.81 per month. I find this is reasonable. An order for this amount shall issue.

Other Remedies:

18. The Tenants request \$600.00 as general damages. The following additional remedies are being ordered because of the impact of continued exposure to the pests because the Landlord's failure to respond to the concern in a reasonable manor. As already mentioned, The Tenants provided photographs showing rashes present on their children's body. They have been living and exposed to these pests without any treatment from the Landlord for 32 months. They testified that they had to replace clothing, increased cleaning duties, and being bitten. Given the impact on the Tenants, I find that \$600.00 to be reasonable.

Kitchen Floors and Bathroom Hole:

19. During the virtual walkthrough of the rental unit at the hearing, the Tenants showed that the subfloor in the kitchen appeared to be discoloured, wet, and the integrity of the wood appeared to be compromised. The Tenants also showed a large hole in the wall by the toilet in the bathroom. The Landlord will be ordered to do an inspection and effect the necessary repairs.

It is ordered that:

1. The Landlord shall repair and/or replace any window within the rental unit so that it can be performed and used for its intended function (properly open, close, contain screens, and be secured for unauthorized entry).
2. On or before April 30, 2026, the Landlord shall complete a full inspection of the rental unit to determine the condition of the rental unit. Specifically, the issues outlined in this order.
3. The Landlord shall effect the necessary repairs in order to comply with all housing safety and maintenance standards within 90 days of this order.
4. On or before May 2, 2026, the Landlord shall schedule a pest control treatment of the rental unit for bedbugs and mice and shall follow up with the Tenants within 10 days of the initial treatment to determine whether any additional treatments are necessary.

5. The Tenants shall comply with any written notice of entry that is given in accordance with the Act and shall cooperate with any and all instructions given by the Landlord or the pest control company regarding preparing and facilitating the pest control treatments.
6. The total the Landlord shall pay to the Tenants is \$1,518.00. This amount represents:
 - \$620.00 for the reasonable costs that the Tenants has incurred to repair or replace property that was damaged or destroyed, disposed of as a result of the Landlord's actions.
 - \$600.00 in general damages as a result of the Landlord's breach.
 - \$250.00 for the reasonable out-of-pocket expenses that the Tenants have incurred.
 - \$48.00 for the cost of filing the application.
7. The Landlord shall pay the Tenants the full amount owing by April 13, 2026.
8. If the Landlord does not pay the Tenants the full amount owing by April 13, 2026, the Landlord will owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.
9. If the Landlord does not pay the Tenants the full amount owing by April 13, 2026, the Tenants may recover this amount by deducting \$759.00 from May 2026 rent and \$759.00 from June 2026 rent.
10. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 2, 2026
Date Issued

Curtis Begg
Member, Landlord and Tenants 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.