



**Order under Section 30
Residential Tenancies Act, 2006**

File Number: LTB-T-001278-25

In the matter of: 1105, 1297 Marlborough Crt
Oakville ON L6H2S1

Between: Theodore Strapp Jr. Tenants
Megan Virgill

And

Capreit Limited Partnership Landlord

Theodore Strapp Jr. and Megan Virgill (the 'Tenants') applied for an order determining that *Capreit Limited Partnership* (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006*, or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on March 4, 2026.

The Tenants, the Landlord's Agent, Kejia Lu, and the Landlord's Legal Representative, Geoff Paine, attended the hearing.

Determinations:

1. An Adjudicative Case Conference was held by videoconference on July 10, 2025.¹
2. As explained below, the Tenants did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.

Tenants' Evidence

3. The Tenant Megan Virgil (hereafter referred to as 'M.V') testified that they submitted a service request through their resident portal on November 13, 2024, in order to advise the Landlord of the present of roaches in the kitchen of the rental unit, as it appears from the service request #1072403 submitted by the Tenants on November 13, 2024 (DOC-6125102, pages 33 and 34 of 40; Exhibit 1).

¹ Order LTB-T-001278-25-IN, issued on July 17, 2025.

4. M.V described the rental unit as being a 1-bedroom, 1-bathroom apartment, with a den, and stated that they moved into the rental unit in 2017.
5. M.V indicated that the service request was closed by the Landlord without an inspection or any treatment of the rental unit being conducted by the Landlord.
6. M.V stated that the Landlord conducted an inspection of the rental unit with their pest control contractor on December 5, 2024, and is of the belief that the Landlord placed “bait traps” in the kitchen and bathroom.
7. M.V indicated that as the cockroach infestation persisted, they contacted the Landlord on December 14, 2024, in order to advise them of the ongoing issue, as it appears from a copy of the email sent by the Tenants to the Landlord on December 14, 2024, which led to a follow-up inspection of the rental unit by the Landlord’s pest control contractor on December 27, 2024 (DOC-6125102, page 38 of 40; Exhibit 2).
8. M.V felt that there were no real changes to the cockroach infestation between December 5, 2024, and December 27, 2024, as they continued to see cockroaches in cupboards of the kitchen, as it appears from the picture of the kitchen cupboard taken by M.V on December 12, 2024 (DOC-6125102, page 17 of 40; Exhibit 3).
9. M.V advised that they had a conversation with their neighbour on January 3, 2025, who advised them that they elected to move out of the rental unit due to an ongoing cockroach infestation (DOC-5761816; Exhibit 4).
10. M.V stated that the Landlord’s pest control contractor conducted a spray treatment of the rental unit on January 14, 2025, after having been provided a corresponding preparation sheet.
11. M.V indicated that they saw a reduced level of cockroach activity in the rental unit between January 14, 2025, and February 5, 2025.
12. M.V stated that they emailed the Landlord on February 6, 2025, and submitted a new service request through their resident portal on February 7, 2025, as they felt an increase in the level of cockroaches in the rental unit.
13. M.V indicated that the Landlord’s pest control contractor conducted another treatment of the rental unit on February 14, 2025. The Tenants spoke with the Landlord’s pest control contractor on that day with respect to the bait and monitoring treatments that were conducted in the rental unit, as it appears from the February 14, 2025, recording of the conversation between M.V and the pest control contractor (DOC-6125065; Exhibit 5).
14. M.V stated that they continued to periodically see cockroaches in the rental unit, as it appears from the pictures taken by the Tenant Theodore Strapp (hereafter referred to as ‘T.S’) on July 3, 2025, and July 6, 2025 (DOC-6125102, pages 20, 22, of 40; Exhibit 6, *in bundle*).
15. M.V indicated that they therefore sent another email to the Landlord on July 3, 2025, which led to the Landlord scheduling another inspection of the rental unit on July 7, 2025. The Landlord also sent a notice of entry to the Tenants as they sought to enter the rental unit on July 14, 2025, in order to seal and caulk a number of holes and gaps in the rental unit, as it

appears from the pictures of the vent in the kitchen, the kitchen cabinet and bathroom (DOC-6125102, pages 23 and 26 to 30 of 40; Exhibit 7, *in bundle*).

16. M.V stated that they no longer saw cockroaches in the rental unit after July 14, 2025. The Tenants therefore requested:
- A fifty percent (50%) rent abatement from November 13, 2024, to July 14, 2025, as they claim that they could no use the kitchen throughout this period of time,
 - \$500.00 as reasonable costs incurred to replace perishable and non-perishable food items which the Tenants discard due to the presence of cockroaches,
 - \$450.00 as reasonable costs incurred to replace kitchenware, utensils, and containers the Tenants chose to discard due to the presence of cockroaches,
 - \$2,900.00 as out-of-pocket expenses incurred to purchase take-out food due to their alleged inability to use the kitchen due to the presence of the cockroaches (\$2,500.00) and increased costs of cleaning supplies (\$400.00), as it appears from a copy of M.V's redacted bank statements between November 11, 2024, and March 1, 2025 (DOC-5761813; Exhibit 8).
17. Under cross-examination, the Tenants agreed that they did not submit itemized or particularized receipts related to their alleged costs of \$500.00 incurred to replace their food items.
18. Under cross-examination, the Tenants stated that they were unable to use the kitchen, which led them to disposing of their kitchen items.
19. Under cross-examination, the Tenants agreed that they had access to their bathroom.
20. Under cross-examination, the Tenants agreed that the city had not issued any notices of violations or orders to comply against the Landlord with respect to the presence of cockroaches.

Landlord's Evidence

21. The Landlord's Agent, Kejia Lu (hereafter referred to as 'K.L') testified that they are employed as an operations manager for the Landlord, across their portfolio in Ontario. They described the residential complex as being a multi-residential high-rise building.
22. K.L stated that the residential complex was not subject to a notice of violation from the city's property standards and by-law services.
23. K.L indicated that while the Tenants submitted a service request on November 13, 2024, on or around 8:58am, the Tenants proceeded to cancel their service request on that same day, on or around 9:54am (Exhibit 1).
24. K.L stated that the Tenants submitted another service request regarding cockroaches on November 17, 2024, as it appears from the service request #1075305 submitted by the Tenants on November 17, 2024 (DOC-6282128, page 1 of 4; Exhibit 9).

25. K.L. indicated that the Tenants work from home and have pets. They therefore worked with the Tenants to schedule an inspection and treatment of the rental unit with their designated pest control contractor, as the Tenants would need to temporarily vacate the rental unit, as it appears from the exchange in correspondences between the Landlord and the Tenants between December 2, 2024, and December 3, 2024 (DOC-6282128, pages 2 to 4 of 4; Exhibit 10, *in bundle*).
26. K.L. stated that they contracted *Abell Pest Control Inc.* in order to inspect and treat the pest issue raised by the Tenants. They proceeded to conduct a first inspection and applied a bait treatment on December 5, 2024, in order to accommodate the Tenants' desire to remain in the rental unit, as it appears pest control report A6724842, dated December 5, 2024 (DOC-6282160; Exhibit 11).
27. K.L. indicated that the Landlord's designated pest control contractor conducted multiple treatments of the rental unit and the common areas of the residential complex, along with other residential units, as it appears from copies of the pest control reports dated December 10, 2024, December 27, 2024, January 14, 2025, February 14, 2025, May 22, 2025, July 7, 2025, and July 29, 2025 (DOC-6282171, DOC-6282175, DOC-6282192, DOC-6282248, DOC-6282255, DOC-6282281, DOC-6282297, DOC-6282367, DOC-6282370; Exhibit 12, *in bundle*).
28. K.L. therefore stated that the Landlord duly responded to the multiple service requests the Tenants submitted on December 31, 2024, February 6, 2025, May 13, 2025, and June 30, 2025 (DOC-6282214, DOC-6282259, DOC-6282293, and DOC-6282359; Exhibit 13, *in bundle*).
29. K.L. stated that the pest control reports suggest that the Tenants' failure to maintain the rental unit in an ordinary state of cleanliness contributed to the cockroach issue, and impacted the efficiency of the corresponding treatments (Exhibits 11 and 12).
30. K.L. indicated that they were not advised of the Tenants' reluctance to use the appliances in their kitchen throughout the course of the treatment of the cockroach issue. They had not received any complaints about any such appliance not being functional either. They are of the position that the Tenants failed to mitigate their damages by not attempting to clean their kitchenware and instead relying on third-party food delivery services.
31. Under cross-examination, K.L. reiterated that the Tenants' preference not to vacate the rental unit during treatments limited the options of treatment that could be conducted within the rental unit, and that the discussions and correspondences between the Landlord and the Tenants following the latter's service request (with respect to the available treatments and ability to remain in the rental unit) delayed the Landlord's ability to schedule a treatment with their designated pest control contractor.

Analysis

32. Subsection 20(1) of the *Residential Tenancies Act, 2006* (the 'Act') reads as follows:

20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

33. For greater clarity, in *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal for Ontario rejected the position that a landlord is automatically in breach of its obligation to maintain and repair under subsection 20(1) of the Act as soon as an interruption in service occurs or the unit is in need of repair. The Court found that the reasonableness of a landlord's response and conduct to the maintenance issue(s) is a factor in deciding whether a breach occurred and whether a remedy ought to be awarded to the Tenants².

34. Furthermore, section 33 of the Act reads as follows:

33 The tenant is responsible for ordinary cleanliness of the rental unit, except to the extent that the tenancy agreement requires the landlord to clean it.

35. In this case, while the presence of cockroaches was not in dispute – despite the inconsistencies in the Tenants' testimony with respect to the timing of the events - I find that the Landlord took reasonable steps to address the issue upon being notified. Upon review of the first service request submitted by the Tenants (Exhibit 1) and the testimony provided by K.L., I accept that the Tenants cancelled their first service request and therefore proceeded to notify the Landlord of their cockroach concerns on November 17, 2024 (Exhibit 9). The Landlord started to schedule treatments with their designated pest control contractor in accordance with the Tenants' preference to remain in the rental unit (Exhibit 10) and acted diligently by also treating common areas of the residential complex and other residential units (Exhibits 5, 11 and 12).

36. The pest control reports submitted by the Landlord conveyed the effectiveness of the treatments, as the presence or activity of the cockroaches gradually decreased from one inspection to another, despite the cleaning concerns³ shared by the pest control contractor with respect to the state of the rental unit (Exhibits 11 and 12).

37. Although the Tenants stated that they continued to see cockroaches in the rental unit, I do not find that pictures depicting a singular cockroach on distinct days equate to an ongoing infestation (Exhibits 3 and 6).

38. Based on the Tenants' level of cooperation with the pest control treatments and the fact that the Landlord altered the treatment method to ensure the cockroach issue was eradicated in both the rental unit and the surrounding units (Exhibits 5, 11 and 12), I find that the Landlord acted diligently and resolved the issue by July 14, 2025, which I consider to be a reasonable timeline under the circumstances.

² Interpretation Guideline 5: Breach of Maintenance Obligations.

³ Section 33 of the *Residential Tenancies Act, 2006*.

39. Accordingly, I am not satisfied that the Landlord breached subsection 20(1) of the Act by failing to maintain the rental unit with respect to the presence of bedbugs, as the Landlord acted reasonably and efficiently to resolve these issues after being advised by the Tenants. The mere presence of cockroaches, while certainly inconvenient or bothersome, does not automatically equate to the Landlord failing to abide by their obligations under the Act.

40. The Tenants' application shall therefore be dismissed

It is ordered that:

1. The Tenants' application is dismissed.

April 9, 2026
Date Issued

Alexandre Traboulsi
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.