



Order under Section 89 / 88.1 Residential Tenancies Act, 2006

Citation: Vyas v Nguyen, 2026 ONLTB 30565

Date: 2026-04-14

File Number: LTB-L-031391-25

In the matter of: 1118 SOLE ST
SARNIA ON N7S3J2

Between: Prashant Vyas Landlord

And

Trong Nguyen Former Tenant

Prashant Vyas (the 'Landlord') applied for an order requiring Trong Nguyen (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Prashant Vyas (the 'Landlord') applied for an order requiring Trong Nguyen (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on January 29, 2026.

The Landlord, the Landlord's legal representative, Kristen Jarvis, the Former Tenant's representative, Harman Brar, and the Former Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. At the outset of the hearing, the parties agreed that the Landlord's claim for lost rental income, which had been pleaded under the damage head of the application, should be treated as a claim under the substantial interference provision of the Act. I allowed the amendment on consent.

3. There is no certificate of service on file confirming that the Landlord served the Former Tenant with the application and Notice of Hearing. However, the Former Tenant attended the hearing and was represented by counsel. I am satisfied that it is appropriate to proceed, and I find that no party has suffered any prejudice as a result.
4. The Former Tenant vacated the rental unit on May 2, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation for substantial interference

6. The Landlord claims \$14,500.00 representing five months of lost rental income at \$2,900.00 per month, being the period from the Former Tenant's vacancy on May 2, 2024 until the unit was said to be safe for re-occupancy. The Landlord's position is that the cockroach infestation left behind by the Former Tenant prevented the unit from being re-rented, and that the resulting income loss should be recoverable as a consequence of the Former Tenant's conduct.
7. I find that this claim falls outside the jurisdiction of the Board on this application. The substantial interference provision of the Act authorizes recovery only of reasonable out-of-pocket expenses that the Landlord incurred or will incur as a direct result of the tenant's conduct. The provision is directed at discrete expenditures the Landlord was required to make because of the tenant's behaviour, not at income the Landlord was unable to earn following the end of the tenancy.
8. Lost rental income is not an out-of-pocket expense in that sense. It is a prospective business loss that flows from the vacancy of the property, and the Board has no jurisdiction under this provision to award it. This remains true even where, as here, the Landlord attributes the vacancy to conditions for which the Former Tenant is said to be responsible. The claim for \$14,500.00 is therefore dismissed.
9. The Landlord did not identify any other out-of-pocket expenses incurred as a result of substantial interference. Accordingly, the substantial interference claim is dismissed in its entirety.

Compensation for damage

10. The Landlord's damage claims are for the cost of replacing a stove (\$1,129.99), a refrigerator (\$1,011.92), a microwave (\$389.85), and a dishwasher (\$1,016.99), for pest control costs (\$2,034.00), and for a back door deadbolt replacement (\$192.10).
11. Before turning to the question of causation, I address the pest control claim separately. The damage provision of the Act permits recovery of reasonable costs to repair or replace damaged property where the tenant, another occupant, or a person they permitted wilfully or negligently caused undue damage. The costs of pest extermination do not represent the repair or replacement of damaged property in the relevant sense. An infestation, however severe, is not itself damage to the physical fabric of the unit, and the cost of treating it is

not a cost to repair or replace a damaged object or fixture. This is consistent with Board jurisprudence, which has held that pest control costs are not recoverable under the damage provision of the Act. The claim for \$2,034.00 in pest control costs is therefore dismissed on this basis, without needing to address causation.

12. The remaining appliance and deadbolt claims all depend on the Landlord establishing that the Former Tenant's conduct caused the relevant harm. With respect to the stove, refrigerator, microwave, and dishwasher, the Landlord's position is that the cockroach infestation, said to have been caused or allowed by the Former Tenant, damaged or rendered the appliances inoperable. The deadbolt claim similarly requires proof of wilful or negligent damage by the Former Tenant.
13. The Landlord testified that when the Former Tenant moved into the unit on March 1, 2023, the property was in clean condition and free of pests. The Landlord relied on photographs and text message exchanges to support this account. The text messages in evidence show that on November 24, 2023, the Landlord attended the unit to repair the stove and at that time observed and photographed cockroaches inside the stove's control board. The Landlord sent those photographs to the Former Tenant and warned that the infestation was causing the stove to malfunction. The text exchanges also show ongoing communications between the parties about the pest problem into early 2024, with the Landlord pressing the Former Tenant to address it and the Former Tenant acknowledging the issue while disputing responsibility.
14. The Former Tenant gave oral testimony and relied on a brief of text messages. He testified that the unit was old and outdated when he moved in and that the appliances were already in poor condition. He described the house as having been built in the 1960s. He acknowledged that cockroaches were present during the tenancy but disputed that he was their source, suggesting the infestation was attributable to the age of the building and its kitchen. He testified that he had attempted to address the infestation himself using heat treatment and a powder purchased at a hardware store, and that he had contacted a pest control company, though he did not retain them to treat the unit.
15. The central evidentiary difficulty with the Landlord's case is that neither party provided evidence establishing when the Former Tenant first observed cockroaches in the unit. This gap is significant. To find that the Former Tenant wilfully or negligently caused the infestation, or that the infestation was attributable to his conduct or the conduct of those he permitted in the unit, I would need some basis to conclude that the cockroaches were introduced or allowed to proliferate through the Former Tenant's actions or omissions, rather than being a pre-existing condition of a property. That basis was not established on the evidence before me.
16. The Landlord's assertion that the unit was pest-free when the tenancy began is not sufficient on its own to satisfy the burden of proof. The Former Tenant raised a competing explanation: the age and condition of the building, and the Landlord did not lead evidence sufficient to rule it out. In the absence of evidence about when the infestation began, how it originated, or why the Former Tenant rather than the age of the property should be held responsible for it, I cannot find on a balance of probabilities that the Former Tenant caused

the cockroach infestation. Without that finding, the claims for appliance replacement flowing from the infestation cannot succeed.

17. With respect to the deadbolt replacement, no evidence was led establishing that the deadbolt was damaged by the Former Tenant's wilful or negligent conduct. That claim is not proven and is dismissed.

18. For all of these reasons, the damage claim is dismissed in its entirety.

It is ordered that:

1. The Landlord's application is dismissed.

April 14, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

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