



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

**Citation:** Thompson v McIntosh, 2026 ONLTB 29104

**Date:** 2026-04-15

**File Number:** LTB-T-053225-22

**In the matter of:** A, 286 William Street  
Belleville ON K8N3K6

**Between:** Donna Thompson Tenant

**And**

Chris McIntosh Landlord

Donna Thompson (the 'Tenant') applied for an order determining that Chris McIntosh (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. She also applied for an order determining that 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

This application was heard by videoconference on April 7, 2026.

The Landlord and the Tenant attended the hearing. The Tenant was represented by Dara Saunders.

### **Determinations:**

#### Landlord's preliminary motion

1. The Landlord argued that the application should be dismissed because the Tenant failed to comply with the Board's interim order LTB-T-053225-22-IN issued on November 6, 2024.
2. He previously made this same argument and his motion to dismiss was denied by Member Anwar-Ali in a final manner in her interim order LTB-T-053225-22-IN2 issued on June 4, 2025.
3. I asked the Landlord to explain what has changed since Member Anwar-Ali's decision. He was unable to do so.

4. The Landlord's motions to dismiss is denied.

#### Overview

5. The Tenant's request to amend the application is granted. The Tenant's amended application can be found in document 4888264. The amendment was made after the deadline set by the LTB in interim order LTB-T-053225-22-IN but more than a year before the hearing date. It was properly served on the Landlord. The Tenant's representative explained that the delay was caused by her office, not the Tenant. She explained her own circumstances that caused the delay. It is not necessary to reproduce them in this order. I find it appropriate to grant the Tenant's request to amend.
6. The Tenant moved into the rental unit in June 2018. The tenancy terminated on September 8, 2023. Her monthly rent was \$900. She paid rent in full to the end of her tenancy. This application was filed on September 16, 2022. Some of the allegations go back more than 12 months before the date of filing but the Tenant acknowledges s. 29(2) of the Act and limited her requests and allegations to 12 months. She alluded to a lack of heat in part of the rental unit but explicitly confirmed that she was not pursuing any allegations about lack of heat.
7. The residential complex contains 3 units. The Landlord resides in one of them. One of the units was found to be non-compliant by the City. There is a dispute about whether the non-compliant unit belonged to the Tenant.
8. As explained below, the Tenant proved on a balance of probabilities some of the allegations contained in the application.
9. Therefore, the Landlord must pay the Tenant \$1,000.00.

#### Tenant's evidence

10. The Tenant relies on Document 4888273 in TOP.
11. The Tenant testified that she started experiencing bed bugs as early as in October 2018. She communicated the issue to the Landlord's mother. She initially didn't know that the pests were bedbugs but eventually the Landlord's exterminator confirmed that the bugs were indeed bedbugs. The Tenant testified about the timeline of the Landlord's attempts to spray the residential complex. The timeline doesn't exactly add up, but it is somewhat understandable given the passage of time.
12. The bedbugs were gone for a period of time and then returned.
13. The Landlord removed some of the flooring (carpets/rugs), wallpaper, and drywall from part of the rental unit. Pages 1 through 4 of the Tenant's document package show parts of the unit consistent with the Tenant's testimony. A couple of wall plates are missing. The photos are undated. The Tenant took the photos herself, and all photographs were taken on the same date. She testified that the unit still looked like this when she moved out. Page 10 contains a photo of her bedroom floor with a stain. The quality and resolution are quite low. The Tenant complained that she had to wear slippers around the house, and she is not a slipper person.

14. The Landlord removed drywall and carpeting because of the bedbug issue. The intention was to kill the bedbugs and to then repair the unit. She did not expect the Landlord to remove wallpaper from the rental unit in multiple parts. The Landlord put drywall up after a couple of months but never completed all of the repairs of restoring paint/wallpaper.
15. The Tenant recalled the Landlord spraying for bedbugs 4-5 times using 3 different companies. The Tenant takes issue with the way the unit was sprayed. She argues that all three units should have been sprayed at the same time, but the Landlord sprayed one unit at a time instead.
16. She communicated with the Landlord's mother about bedbugs and the Landlord's mother would call her weekly for status updates.
17. After the Tenant vacated the rental unit, the Landlord was given a By-Law letter on September 15, 2023 indicating that the property is to contain no more than 2 units and that it contained three units at the time. She was not sure whether the illegal unit was hers or one of the other units. This letter was sent after the tenancy had been terminated. I find this to be immaterial to this application.
18. Page 6 of the Tenant's document package contains a By-Law order dated October 29, 2022. It requires the Landlord to comply by December 1, 2022. It includes 5 action items, including removing rot, repairing/maintaining windows and doors, repairing floors, and complying with ESA requirements.
19. The Tenant testified that the Landlord never complied with this order. He fixed floors in the front room and the kitchen, but hallway and bathroom floors were never fixed. There are no photos of these issues and no record of the Tenant ever asking for these issues to be addressed, not even testimony.
20. Page 9 of the Tenant's document package contains a document purporting to be an agreement to terminate the tenancy in September 2022. The agreement was signed in August 2022. The Landlord prepared it. The Tenant said that she signed it out of fear.
21. Pages 11 to 16 include an N12 and an N7 notice the Landlord served. The N12 includes a schedule of rent owing suggesting that an N4 may have been prepared although one was never given to the Tenant.
22. Pages 17 to 18 include a copy of LTB order LTB-L-058118-22 dismissing the Landlord's L2 application based on these N12 and N7 notices for procedural reasons. The merits of the Landlord's allegations were never adjudicated.
23. The N7 alleges that the Tenant is responsible for the bedbug issues. The Tenant denies these allegations. She has mobility issues but says that she kept the unit as clean as she could with her mobility issues. The floor was visible. She threw a lot of her belongings out. She kept cleaning her floors. She said that the Landlord's mother had advised her that the bedbugs originated in a different unit. This evidence is hearsay, and I will not give it any weight. I do not find it to be necessary nor reliable.
24. Parties got along well until approximately August 2022 when the Landlord told her that the tenancy would need to be terminated, and that he wouldn't accept her rent. He lived at the same complex and would slam doors and give her dirty looks.

25. On cross-examination she was asked about the October 2022 By-Law letter. The Landlord testified that he never received it and suggested that there was no proper reason why the Landlord's name would be redacted in the Tenant's materials. He asked her why the names were redacted and by whom. He asked her how the letter was delivered to her. I did not find her replies to be entirely satisfactory. She said the letter was mailed and she had no involvement with the letter beyond that. She did not know who redacted it.
26. She was asked to agree that the Landlord took every effort to address the bedbug issue. She agreed with the only caveat being that the Landlord should have sprayed all three units at once. Because the Landlord failed to do so, the bedbugs were able to hop from one unit to the next and were never fully eradicated.
27. She was asked a series of questions about feces inside of the rental unit and at the residential complex with the implication that she would spread them at the property. She denied ever doing so.
28. The Tenant confirmed that the Landlord did not take her furniture or other belongings away from her. She confirmed that he did not prevent her from bringing any of her belongings into the unit. She confirmed that he provided her the opportunity to store them in the garage, and she was always able to collect her belongings from the garage.
29. On re-direct the Tenant "recalled" that the by-law letter was actually handed to her by a by-law officer after the fact. She paused before answering her representative's question, looked at the address and the named recipient, and saw that it wasn't addressed to her. She did not sign for the letter. I note that this is not entirely consistent with her reply during cross-examination when she testified that the October letter had been mailed to her. The 2023 letter was later mailed to her by the same by-law officer. Her testimony still doesn't fully explain how she ended up with a letter that claims to have been delivered by registered mail, nor does it explain why the names of the recipient are redacted with what appears to be yellow sticky notes (page 6 of the Tenant's document package).

#### Landlord's evidence

30. The Landlord testified that the unit was initially managed by his mother and then he took over this responsibility.
31. He filed no documentary evidence.
32. He confirmed that there were bedbugs at the property but testified that they were the Tenant's fault. They ended after the Tenant moved out. He provided hearsay evidence that pest control people said that the Tenant's unit was the worst they had ever seen. There were feces everywhere, including on the walls. The living conditions were unsanitary. I am not giving weight to the Landlord's hearsay evidence as it was neither reliable nor necessary.
33. The other units are occupied by the Landlord and by 'Karen' who has lived there for 23 years. There were no issues until the Tenant moved in and there have been no issues since the Tenant moved out. Karen still lives at the residential complex and so does the Landlord.

34. Walls and carpeting had to be removed because bedbugs could hide in walls/carpets.
35. The Landlord spoke to the Tenant about the possibility of her vacating the rental unit and moving into an assisted living facility. He gave her contact information for various supports.
36. The Landlord believes they did everything they could. The Tenant removed her belongings herself. He did not take anything away.
37. The Landlord confirmed that they had purchased a couch for the Tenant and that the couch became infested shortly thereafter.
38. He feared that if the Tenant remained at the property, the residential complex would suffer long-term damage and would further deteriorate.
39. On cross-examination he confirmed that the bedbug issue was first discovered around 2020 and that the majority of sprays took place around that time. He confirmed that the unit was sprayed in 2021 as well. He confirmed that it was likely sprayed in 2022.
40. He confirmed that the Tenant removed her belongings around that time. They were stored in the garage.
41. He did not dispute that the Tenant only had a lawn chair and a bed in her unit but argued that it was the Tenant's own choice. He never required the Tenant to limit her furniture.
42. The Landlord confirmed that he never addressed any alleged electrical issues. He confirmed that he put drywall back up after they were able to confirm that there were no longer bedbugs in the rental unit.
43. He admitted that he did not perform the repairs listed in the October 2022 by-law order but testified that he never received the letter. He saw it for the first time as part of the Tenant's document package years later.
44. He admitted that the unit is still not fully repaired. He is slowly renovating it himself after the Tenant vacated the unit 2.5 years ago. He testified that the unit was completely unsanitary and required extensive cleaning, work and repairs after the Tenant moved out.

#### Law and analysis

45. This is the Tenant's application, and she bears the burden of proof on a balance of probabilities.
46. The application alleges breaches of sections 20(1), 22 and 23 of the Act.
47. Section 22: A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.
48. Section 23: A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

49. I do not find that the Tenant established a breach of sections 22 or 23 on a balance of probabilities. The Tenant testified about the Landlord asking her to sign an agreement to terminate the tenancy and serving 2 notices of termination. The Landlord's application based on these notices was dismissed. There was brief vague testimony about the Landlord possibly slamming doors on unspecified dates and giving the Tenant dirty looks on unspecified dates.
50. The Landlord denied allegations of harassment and testified that the notices of termination were legitimate. He explained that he didn't think the tenancy was viable because of the way the Tenant kept her unit. The Landlord's application was dismissed for procedural reasons. I am unable to find that it is more likely than not that the Landlord's actions constituted harassment or interference with the Tenant's reasonable enjoyment. A landlord is allowed to serve notices of termination. They were not excessive and appear to have been given in good faith. The breaches of s. 20(1) of the Act are addressed below and they do not automatically invoke sections 22 and 23.
51. Section 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.
52. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), ('*Onyskiw*') 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.
53. The Tenant alleges that the Landlord:
- Did not adequately address the bedbug issue,
  - Did not restore drywall/paint/carpeting/wallpaper after removing it in 2022, and
  - Otherwise breached their maintenance obligations as alleged in the By-Law notice issued by the city in 2022.
54. I find that the Tenant established claim 'b' on a balance of probabilities. She provided photographic evidence and credible testimony that the Landlord removed some drywall, removed wallpaper, paint and some rugs/carpets in 2022 to deal with bedbugs. She testified that most of these were never restored while she was still a tenant. The Landlord did not seriously dispute this allegation. He argued that it was necessary to remove these items but did not explain why it was not possible to restore them once the bedbugs were gone. He also testified that the unit was still not fully restored as of 2026.
55. I find that it is more likely than not that the Tenant had to live in a rental unit without some of the wallpaper, paint, rugs, carpets, and even some drywall between Fall 2022 and September 2023 when she vacated the rental unit.
56. Allegation 'c' is dismissed in accordance with *Onyskiw*. The Landlord denied receiving the by-law letter. I found this denial to be credible. The Tenant provided no evidence that they

ever complained of any of these issues directly to the Landlord. They did not provide any dates when they may have raised these issues with the Landlord and there is no corroborating evidence that the Tenant ever personally raised them with the Landlord. They provided inconsistent testimony about how they received the by-law letter. I am therefore unable to find that it is more likely than not that the Landlord was ever made aware of these issues. In accordance with *Onyskiw*, a landlord can't be expected to address issues they aren't aware of.

57. Allegation 'a' is also dismissed.

58. The Tenant herself testified that the Landlord conducted many sprays in 2020, 2021 and 2022. The Landlord's mother (who was one of the landlords) called her at least weekly to confirm the state of the rental unit and whether bedbugs were still present. The Landlord was undeniably very diligent in their efforts. On cross-examination the Tenant agreed that the Landlord did everything they could with the only caveat being that all three units should have been sprayed simultaneously.

59. It is clear that there were bedbugs in the unit, but it is not clear what, if anything, the Landlord should have done that they didn't do.

60. The Tenant argues that the Landlord should have sprayed all three units at the same time, but she is not an expert in bedbug eradication, and she provided no reports to support this claim. This argument is consistent with what I usually hear from experts in similar applications, but I am not prepared to take administrative notice that this is the only viable approach to bedbug eradication in every case, nor that it would have made a difference in the case before me. I am not prepared to rely on the Tenant's opinion alone.

61. I also find that the Landlord's theory of the case, i.e. that bedbugs kept hiding inside of wallpaper and carpets inside of the Tenant's unit until the unit was fully stripped of hiding places, to be at least as plausible and as consistent with what I usually hear from experts in applications involving bedbugs. I am similarly not prepared to take administrative notice that the approach the Landlord described was the correct approach, but the Landlord does not bear the burden of proof in this application.

62. The Landlord provided credible testimony that the issues started with the Tenant and ended when she vacated the property. He lives at the residential complex and has firsthand knowledge of what happens in the residential complex. This testimony was not challenged or undermined by cross-examination. The Tenant provided hearsay evidence that the issue may have originated in a different unit. The extraordinary steps the Landlord took inside of the Tenant's unit (removing drywall and carpeting) appear to be more consistent with the Landlord's theory than the Tenant's. The totality of the record suggests that the issue was finally resolved after the Tenant's unit was stripped of places where bedbugs could hide.

63. There is no record of any communications between the parties about bedbug eradication, preparing for sprays etc. The timeline of the events is not entirely clear. Both parties struggled to recall specific dates. While this is understandable given the passage of time, this is a bigger problem for the party that bears the burden of proof. I have two parties essentially pointing fingers at each other with no corroborating evidence, and an extensive record of the Landlord attempting to resolve the issue.

64. The timeline of the bedbug issue and the Landlord's attempts to resolve it is not entirely clear but both parties' evidence point to the conclusion that the Landlord took many steps to address the issue, including some steps that were quite extraordinary. I am unable to find that the Tenant established a breach of the Act in relation to the bedbugs in light of *Onyskiw*.

#### Remedies

65. I find that the Tenant is entitled to a total abatement of rent of \$1,000 representing approximately 10% loss of enjoyment of her unit for almost a year. This is the loss of enjoyment that I can reasonably attribute to the Landlord's decision to leave the unit with some bare walls and without some of the carpeting. Rent abatement is a contractual remedy intended to compensate a tenant for the difference between the bundle of goods and services they paid for and the bundle of goods and services they received. The lack of finishes could be described as a purely cosmetic issue, but I find that it went beyond that in this case. Living with bare unfinished walls and stairs completely stripped of carpeting is not the same as, for example, an imperfect coat of paint on a wall. I find that the Tenant lost some of her enjoyment of the rental unit due to the lack of finishings and that a 10% abatement of rent represents this loss of enjoyment. The unit looks quite depressing in the Tenant's photographs and it was not acceptable for the Landlord to leave the unit in that state for many months.
66. I do not find that the Tenant is entitled to any other remedies based on the allegations she established on a balance of probabilities.
67. The Tenant testified that she suffered as a result of all of these issues. She lived with almost no furniture. She testified that she "refused" to bring furniture back into the rental unit.
68. The Landlord gave the Tenant a couch. The couch was almost immediately infested with bedbugs again and she threw it out. The Tenant then brought in a lawn chair which was her only piece of furniture in the living room. She says she was not herself and was depressed as a result of the lack of furniture in her unit. After the couch gifted by the Landlord got infested, the Tenant essentially gave up on the idea of having nice furniture in her unit.
69. These losses did not result from any breach the Tenant proved on a balance of probabilities. It resulted from the bedbug infestation and from the Tenant's own choice to not bring furniture into her unit.
70. The Tenant's claim for out-of-pocket expenses is denied. She claims that she lost belongings worth some \$2,000 but I do not find that these losses resulted from any proven breach of the Act. I also note that the Tenant provided no way for the Board to verify this amount. There are no photos, no invoices, no receipts, no cost estimates. The Landlord denied disposing of or damaging any of the Tenant's property. It would appear that the loss of her couch(es) resulted from a bedbug infestation, which, as explained above, was not a breach of the Act on a balance of probabilities. I also note that the Tenant claims the cost of a couch that the Landlord gifted to her as a loss, which should not be recoverable in my view.

71. The Tenant did not incur any cost in filing this application.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$1,000.00.
2. The Landlord shall pay the Tenant the full amount owing by April 26, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 26, 2026, the Landlord will owe interest. This will be simple interest calculated from at 4.00% annually on the balance outstanding from April 27, 2026.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**April 15, 2026**  
**Date Issued**

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Vladimir Nikitin  
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.