



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-005726-23

In the matter of: 206, 110 EDWARD ST
TORONTO ON M5G0A9

Between: Amy Young Tenant

And

YWCA Housing Landlord

Amy Young (the 'Tenant') applied for an order determining that YWCA Housing (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 March 3, 2026.

The Landlord's agent, D. Phillip-Skeen, the Landlord's legal representative, S. Whittick and the Tenant and the Tenant's legal representative, A. Smith attended the hearing.

A. Brown attended as witness for the Landlord.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The Tenant filed a T2 application at the time of filing the T6 application. As the Tenant sought no remedies pursuant to the T2, the T2 application is dismissed.

Tenant's evidence

3. The Tenant moved into the rental unit on October 17, 2022, and vacated the rental unit on May 31, 2023. The T6 application alleges that the Landlord failed to adequately respond to the Tenant's complaint of cockroaches in the unit.
4. The Tenant testified that she informed the Landlord of cockroaches in her unit the first week that she moved in. She testified that she spoke to the housing workers and informed them of the issue. The Tenant testified that the Landlord responded by offering pest control treatments. She testified that she believed it was about a month after notifying the Landlord that the first treatment was performed. The Tenant testified that after the first

treatment, there was still roaches in the unit and that there was no follow up from the Landlord. The tenant testified that she contacted the Landlord again in late November and early December and a treatment was done in early December. The treatment was carried out on two units around her unit. She testified that she did not receive prior notice for treatment, that they just showed up and asked her if she wanted her unit to be sprayed. The Tenant testified that her one-year-old child was at the unit and her unit was not prepared, so treatment was not done. She testified that no one offered to help her prepare her unit for treatment. The Tenant testified that the next time she notified the Landlord about the cockroach issue was on January 29, 2023. The Tenant submitted a copy of the work order (DOC- 6392008, page 2).

5. The Tenant testified that the unit was treated again prior to January 29, 2023, but was unsure of the date.
6. The Tenant testified that the next time the unit was treated was sometime in March 2023, when she was away from the rental unit.
7. The Tenant testified that she caught a roach in her unit on a roach trap and brought it down to the front lobby and left it there because she felt that no one was taking her concerns seriously.
8. The Tenant testified that her unit was infested with cockroaches, but she did not save the pictures that she took because it was hard for her to look at the pictures as she was terrified of them.

Landlord's evidence

9. A. Brown testified on behalf of the Landlord. She is employed by the Landlord as a housing worker and works eviction prevention supports for the Tenant's. A. Brown testified that the Tenant reached out to her about a cockroach infestation in her unit. A. Brown testified that she attended the Tenant's unit and did not see any cockroaches but did offer the Tenant a pest inspection with their pest control contractor. A. Brown testified that the Tenant refused ongoing treatment because the Tenant believed that the treatment was poisonous and that the Tenant was only open to a transfer to a different unit. (DOC- 6491206, Page 26).
10. A. Brown testified that she showed the Tenant the unit when the Tenant first moved in. She testified that there were no roaches in the unit at that time. A. Brown testified that the Tenant met with herself and her manager to discuss her concerns around pest control and to try to alleviate any concerns she may have regarding treatment.
11. A. Brown testified that once a unit is treated, property services forwards a copy of the paperwork over to the housing worker. A report dated January 23, 2023, indicates that no roaches were found in the unit, and no roaches were found in any of the traps that the Tenant had laid out. A report dated February 21, 2023, indicates that the Tenant's unit was not prepared for treatment and that no roaches were found in the traps laid out. A report dated March 8, 2023, indicates that there were no roaches found in the unit.
12. A. Brown testified that the Tenant was resistant to spray treatment in the rental unit. Although the Tenant had originally agreed, she changed her mind and decided that she

only wanted the gel treatment. (DOC- 6491206, pages 32-33) She testified that the the Landlord really attempted to work with the Tenant, and continued to treat the unit in the absence of confirming the presence of cockroaches.

Analysis

13. 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.
14. The burden is on the Tenant to prove the allegations contained in the application on a balance of probabilities. I am not satisfied that the Tenant has met that burden. The existence of a pest issue in a rental unit does not automatically mean that the Landlord is in breach of their obligations under the Act, as set out in *Onyskiw v. CJM Property Management Ltd.* The Tenant provided very little evidence to support that her rental unit was "infested" with cockroaches. In fact, the only document submitted that supported the existence of a roach in the rental unit was a picture of a roach on a trap that the Tenant then relocated to the lobby of the residential complex. I find that the Landlord responded to the Tenant's complaints in a timely manner, providing treatment even in the absence of their pest control contractor confirming the existence of cockroaches. The evidence submitted by the Landlord demonstrates that the Landlord initiated pest control once they were notified of the issue by the Tenant, and continued to work with the Tenant and treat the unit in the face of the Tenant rejecting specific types of treatment. I am satisfied that the Landlord responded to the Tenant's request in a timely and reasonable manner, therefore they were not in breach of their obligations under the Act.
15. As a result of the above, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 15, 2026
Date Issued

Emily Robb
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.