



Order under Section 31 Residential Tenancies Act, 2006

Citation: Patel v Havcare Investments Inc., 2026 ONLTB 30716

Date: 2026-04-16

File Number: LTB-T-048867-23

In the matter of: UNIT C5, 279 WOODFIELD RD
TORONTO ON M4L2W8

Between: Kinjal Patel Tenant

And

Havcare Investments Inc. Landlord
Carolyn Goodman

Kinjal Patel (the 'Tenant') applied for an order determining that Havcare Investments Inc., and Carolyn Goodman (the 'Landlords') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. (T2 application)

Kinjal Patel (the 'Tenant') also applied for an order determining that Havcare Investments Inc., and Carolyn Goodman (the 'Landlords') failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (T6 application)

This application was heard by videoconference on March 2, 2026.

The Landlord Carolyn Goodman and the Tenant attended the hearing.

Determinations:

1. The Tenant's claim is with respect to the presence of bed bugs in the rental unit. For the reasons set out below, I find the Tenant has not proven it is more likely than not that the Landlords did not take reasonable steps to address the issues. Therefore, the Tenant's application - both with respect to maintenance and substantial interference with reasonable enjoyment - is dismissed.
2. The Tenant moved into the rental unit on January 20, 2023 and stated that he first noticed bites and itchiness a few days after moving in on either the 21st or 22nd of January. The Tenant stated that he notified the onsite property manager Bernard of the issue on January 23rd, 2023, who provided him with some spray and sticky traps.

3. The Tenant further claims that Bernard told him that it was unlikely that the Landlord would spray the unit.
4. The Tenant testified that he used the spray provided and put out the sticky traps and observed bed bugs on the sticky traps the following day. He states that he continued to receive bites after spraying and was not getting much sleep as a result.
5. The Tenant vacated the rental unit on January 29, 2023 due to the bed bug issue.
6. The Tenant believes that the Landlord was aware of a bed bug infestation in the residential complex and ought to have advised the Tenant of the issue prior to him entering into the tenancy agreement.
7. The Tenant relied upon a Socialist Action Canada article regarding pests in the rental complex from 2020.
8. The Landlords dispute that there were bed bugs in the rental unit prior to the Tenant moving in. As the unit was cleaned and repainted prior to the Tenant moving in and a walk through was completed by the Tenant. No issues were raised of bed bugs by either the Tenant or the contractors who completed the cleaning and painting work prior to the Tenant moving in.
9. The Landlord does not believe that the Tenant made a complaint to Bernard the live-in superintendent of the residential complex as there is a system for recording complaints via a drop box, and there was no record of a complaint regarding bed bugs made by the Tenant. Additionally the Landlord has a contract in place with a pest control company and would have been able to spray the Tenant's unit within a few days if they were made aware of the issue.
10. The Landlord further stated that a few years ago Bernard's wife passed away and he moved away and she was unable to locate him to provide testimony on this matter.
11. Additionally a cleaning of the unit was conducted after the Tenant vacated and no bed bugs were found in the unit.

Analysis

12. Section 20 of the Act provides that 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. Section 22 of the Act provides that a landlord shall not interfere with a tenants, or any members of their household's, reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes.
13. With respect to the article the Tenant referenced from 2020, while the Board may admit hearsay, it must be mindful of the inherent dangers in doing so, particularly given that the hearsay evidence can be extremely unreliable. Given that the article was from three years prior to the alleged incident giving rise to this application and the Tenant provided no other information that the Landlord was aware of a bed bug issue in the residential complex I have applied no weight to this article.

14. 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.
15. The Tenant vacated the rental unit 6 days after he testified he reported the incident to the live-in superintendent.
16. The Tenant's evidence is that he was provided some spray and sticky traps by the superintendent. Although the Tenant claims the spray and traps were ineffective he did not follow-up with the Landlord or superintendent prior to vacating the rental unit 6 days later.
17. The Landlord's evidence is that the Tenant never reported the issue to the Landlord at all.
18. Even if I am to favour the Tenant's evidence he reported the issue to the superintendent on January 23, 2023 and was provided with some spray and traps and vacated the rental unit 6 days later without any follow-up to the Landlord.
19. The Tenant took no further steps to advise the Landlord that the initial remedy was not successful, but rather vacated the rental unit.
20. In the circumstances I do not find that the Landlords actions were unreasonable in this case. As such, I do not find that the Landlord breached their maintenance obligations under section 20(1) of the Act.

It is ordered that:

1. The Tenant's application is dismissed.

April 16, 2026
Date Issued

Sean Ramage
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.

