



Order under Section 30 Residential Tenancies Act, 2006

Citation: McAvoy v Bock, 2026 ONLTB 30269

Date: 2026-04-20

File Number: LTB-T-004422-25

In the matter of: 6A, 189 FIRST AVE
SUDBURY ON P3B3L3

Between: Jody McAvoy Tenant

And

Luc Bock Landlord

Jody McAvoy (the 'Tenant') applied for an order determining that Luc Bock (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. The Tenant 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 March 25, 2026.

Only the Tenant and the Tenant's Legal Representative, Jimmy Gangadin, attended the hearing.

As of 11:56 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant has proven on a balance of probabilities that the Landlord breached their obligations under the Act in relation to the broken oven as well as the presence of bed bugs.
2. Therefore, the Landlord must pay the Tenant \$16,242.00.

T6 Application – Maintenance

Issue 1: Window screens in the hallway of the Residential Complex Were Dirty

3. The Tenant testified that the window screens in the hallways of the residential complex were black with dirt and that it could be mould. The Tenant testified she had notified the Landlord, however could not provide a timeline as to when she notified him of the issue with the screens.
4. When discussing the impact, the Tenant did not iterate any impact on her, rather the screens were just dirty and gross.
5. I am not satisfied that the dirty window screens in the hallway of the residential complex is a breach of the Landlord's maintenance obligations. Therefore, this portion of the Tenant's application is dismissed.

Issue 2: Front Door

6. The Tenant testified that the front door of the rental unit would not stay open or closed and that it would swing shut hard as it does not have a spring on the door. The Tenant testified she notified the Landlord of the issue in April 2025 and that the problem posed an ongoing safety issue with her grandkids, as well as a security issue. The Tenant testified she was concerned that the door wouldn't stay locked.
7. The Tenant submitted a photo of the front door, and while there may not be a spring to have the door remain open if it is windy outside, the door itself appeared to be functional with no apparent deficiencies that would cause a security risk.
8. The Tenant did not point to a particular maintenance standard regarding door springs, and I am not satisfied that the front door lacking a spring is in and of itself a breach of the Landlord's maintenance obligations. Therefore, this portion of the Tenant's application is dismissed.

Issue 3: Outdated Smoke Detectors and No Fire Extinguisher

9. The Tenant testified that she notified the Landlord on January 31, 2024 that the smoke alarm was old, and that on February 1, 2024 she notified him that she did not have a fire extinguisher. The Tenant also testified that the Landlord did not fix either issue and that she only got a fire extinguisher once she contacted the fire department in December 2024 and they provided one to her.
10. While I accept the Tenant's evidence and I am satisfied that the Tenant has established that the Landlord breached their maintenance obligation, the Tenant did not provide any explanation on how this impacted her. As the Tenant has vacated the rental unit, an order requiring the Landlord to investigate the smoke detectors would be moot. I am not satisfied the Tenant has established a breach in relation to the fire extinguisher or smoke alarms, and therefore this portion of the application is dismissed.

Issue 4: Door Handle to the Oven Fell Off

11. The Tenant testified that she notified the Landlord on November 1, 2024 that the door handle to her oven had fallen off. The Tenant submitted photo evidence of the oven door. The Tenant said due to the maintenance issue she was unable to cook Thanksgiving dinner that year. Based on the Tenant's timeline, Thanksgiving had occurred prior to the maintenance issue occurring and her notifying the Landlord.
12. In the picture, the Tenant testified that the black specks on the floor were droppings from mice and cockroaches. Neither issue was included in the application, and as the Landlord was not present, I do not think it appropriate to amend the application to include these issues.
13. The Tenant said that from the time she notified the Landlord to when she vacated the rental unit on December 23, 2025, that the oven did not work.
14. I accept the Tenant's uncontested evidence that she notified the Landlord of the issue with the oven door. In these circumstances, I am satisfied that the Tenant has established on a balance of probabilities that they notified the Landlord of the maintenance issue and the Landlord did not address the issue.

Issue: 5: Hand Railing

15. The Tenant testified that there was an issue with the railing in the rental unit. The Tenant submitted photo evidence that showed one of the spindles was not fully aligned with banister and there is a slight overhang of wood at the top. The Tenant testified that her son got a cut on his finger and it got infected. The Tenant testified that she notified the Landlord in April 2025 of the issue but the Landlord did not fix the issue.
16. The Tenant testified she was concerned with the welfare of her grandchildren as they could have gotten hurt, however they were not.
17. While I accept the Tenant's evidence and I am satisfied that the Tenant has established that the Landlord breached their maintenance obligation, and that on the one occasion an injury occurred to an individual, I am not satisfied the Tenant has established that the maintenance issue had such an impact as to warrant a rent abatement, therefore this portion of the application is dismissed.

Joint T6 and T2 Issue: Bed Bugs

18. The Tenant claimed that the Landlord breached their maintenance obligations and substantially interfered with the Tenant's reasonable enjoyment by failing to properly address bed bugs in the rental unit. While the Tenant raised the issue under two different grounds, I address both together as the allegations fully overlap.
19. The Tenant testified that she saw a nest of bed bugs on January 17, 2024 and contacted the Landlord immediately and sent him pictures. The Tenant testified the Landlord told her he is not responsible for addressing the bed bugs and he would not do anything.
20. The Tenant further testified that she called a couple of fumigation companies herself, but because the residential complex has 6 units, they would not come in to fumigate just one. The Tenant testified that she emailed the local health unit in May 2024 and again on

November 24, 2024 and notified them about the ongoing issue with the bed bugs and that the Landlord was not addressing it. The Tenant submitted documentary evidence of the November 24, 2024 email to the health unit only.

21. The Tenant testified that during this period, the Landlord had one treatment completed for bed bugs on or around September 15, 2024. The Tenant further testified that she notified the Landlord that after the first treatment she and her dog were still getting bug bites and further treatment was necessary. The Tenant submitted photo evidence of the pictures sent to the Landlord that showed multiple bug bites on her arm and bites on her dog's legs. When the second treatment was scheduled to occur on December 16, 2024, the company told the Tenant the Landlord had not paid so the second treatment would not happen.
22. During this period, the Tenant stated she had bed bugs in her bedroom, her daughter's bedroom and the living room. The Tenant testified she tried bed bug interceptors and personally paid for her unit to be sprayed 3 times. The Tenant also testified that her monthly Hydro costs increased approximately \$50.00 per month as she needed to constantly wash and dry her belongings. The Tenant did not submit any documentary evidence to support this out-of-pocket expense. During the winter, the Tenant placed the entire contents of her living room on the balcony so the cold could kill the bed bugs. The Tenant testified that she left for the month of November 2024 to get away from the bed bugs.
23. The Tenant further testified that she eventually moved out of the rental unit to get away from the bed bugs, and that other than the one treatment in September 2024, the Landlord refused to acknowledge or address the ongoing issue. The Tenant testified that she was not sleeping due to the ongoing bed bugs, her mental health was severely affected, and she developed a substance use issue to cope with the mental health issues that developed due to the bed bugs. The Tenant testified that she eventually went on long-term sick leave and she is still not working. The Tenant further testified that during the year in which the bed bugs were the worst, her grandchildren could not stay at her house.
24. I accept the Tenant's uncontested evidence that she notified the Landlord of the issue with the bed bugs on several occasions, and that other than one treatment, the Landlord took no steps to remedy the issue. In these circumstances, I am satisfied that the Tenant has established on a balance of probabilities that the Landlord breached their maintenance obligations and substantially interfered with the Tenant's reasonable enjoyment by doing so.

T2 Application:

Harassment:

25. The Tenant testified she felt harassed and discriminated by the Landlord failing to address the ongoing bed bug issues. The Tenant further testified that when she texted the Landlord in December 2024 about the need for a second treatment, the Landlord told her to sober up and answer the company's call for the treatment. The Tenant also testified that the Landlord had sent a text message that asked whether he could expect an ambulance that night, and the Tenant stated this was in response to an ambulance attending the night prior for her daughter who has schizophrenia.

26. While the comments from the Landlord are not appropriate, I am not satisfied that the Tenant has established that this amounted to harassment. These appear to both be isolated text messages versus a pattern of behaviour, and again, while rude, not necessarily harassing. Therefore, I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant. This portion of the application is dismissed.

Remedies

27. The Tenant sought a 100% rent abatement for both the T6 application and the T2 application, and upon explaining that the Tenant is not entitled to a 200% rent abatement, the Tenant amended to seek 50% for the T6 application and 50% for the T2 application. While the bed bugs and the lack of stove would have impacted the Tenant, she still had access to and use of the entire rental unit. The Tenant testified she moved out of her rental unit for 1 month, but she was completing treatment for substance abuse during this period of time, so she still had to access her unit. The Tenant's rent was \$1,310.00 per month. I am satisfied that an appropriate rent abatement for the T6 application and T2 application combined for the bed bugs is 25%. The bed bugs did substantially interfere with the Tenant's reasonable enjoyment of the rental unit, and at times her items needed to be placed outside to try and freeze the bed bugs. As the bed bugs are the same issue on both applications, I do not think it would be appropriate to award a rent abatement on the same issue twice. For the failure of the Landlord to fix the stove, I find a rent abatement of 5% would be appropriate. The total rent abatement is 30% a month for 12 months, which is \$4,716.00
28. The Tenant also sought out-of-pocket expenses in the amount of \$4,089.00. The Tenant claimed the following:
- \$1,500.00 for a mattress
 - \$1,500.00 for box spring and bedding
 - \$160.00 for two bug interceptors
 - \$600.00 for the Tenant leaving the unit for 1 month
 - \$338.00 for hiring a fumigation company
29. The Tenant did not provide any receipts for the out-of-pocket expenses. The Tenant also testified that for the 1 month she did not reside in the unit she was at a treatment facility in Hearst, and no receipt was provided to explain where the \$600.00 cost came from. I accept that the Tenant purchased the bug interceptors and hired a fumigation company based on her testimony, so I will award those out-of-pocket expenses, despite there being no receipts.
30. I am not satisfied that the Tenant spent \$3,000.00 combined on a mattress box spring and bedding without a receipt to confirm the actual amount spent. However, I am satisfied that she was required to replace those items as a result of the Landlord's breach, and find instead that a reasonable amount would be \$1,000.00. The Tenant's total out-of-pocket expenses awarded are \$1,498.00.
31. On the T2 application the Tenant sought general compensation in the amount of \$19,280.00, and on the T6 application the Tenant sought general compensation in the

amount of \$23,052.00, for a total of \$42,332.00. Both amounts exceed the allowable amount of general compensation under the Act, which is the equivalent of 1 year of rent. This would be \$15,720.00 per application in this case. However, as the applications were brought together and on the basis of the same allegation, I find that the maximum allowable general compensation would be \$15,720.00.

32. The Tenant testified that she had not been able to have her grandchildren stay with her for over a year, and that due to the bed bugs, she developed a substance use issue to cope with her poor mental health. The Tenant testified that she went on long term sick leave due to her mental health issues, and as of the hearing date she was still not working. The Tenant testified that her mental health was so poor that she did not leave the house for 3 months and before Christmas 2025, the police needed to do a wellness check on her. The Tenant submitted documentary evidence confirming that she went on leave from work in November 2024 and that she completed treatment for substance abuse during November 2024 as well. The Tenant further testified that she had suicidal thoughts during this period, and she is still extremely depressed even after vacating the rental unit. The Tenant testified she could only afford a 1 bedroom basement apartment, and this has not helped her mental health as she still cannot have her grandchildren stay with her. The Tenant further testified that when she moved, she only brought her clothes and did not bring anything else so she would not bring the bed bugs with her. The Tenant also testified that her dog was severely affected by the bed bugs and she had to rehome her 2 cats due to the ongoing issues.
33. I am satisfied that the Tenant has established that she was significantly impacted by the Landlord's failure to address the bed bug issue. The Tenant testified credibly and reasonably about the ongoing mental health and substance abuse issues she has, and I am satisfied that the bed bugs contributed to these challenges. Moreover, I accept that the Tenant was significantly impacted by her inability to host her grandchildren due to the bed bugs, which causes her to feel lonely and isolated. I further find that this continued when she was forced to move to a smaller unit as a result of the Landlord's failure to address the problem. Having considered the Tenant's evidence regarding impact, I find that \$10,000.00 for general compensation is reasonable and appropriate.

Administrative Fine:

34. The Tenant also sought for the Landlord to pay an administrative fine for breach of the Act. The Board's Interpretation Guideline 16 provides insight into the Board's use of fines and states that an administrative fine is a remedy to be used to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future. It states that "this remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."
35. I am satisfied that the substantial amount I have awarded against the Landlord will act as a sufficient deterrent to the Landlord to ensure future compliance, and therefore the Tenant's request for an administrative fine is dismissed.

It is ordered that:

1. The Landlord shall pay the Tenant is \$16,262.00. This amount represents:

- \$4,716.00 for rent abatement;
 - \$1,498.00 for out-of-pocket expenses;
 - \$10,000.00 for general compensation; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 1, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by May 1, 2026, the Landlord will owe interest. This will be simple interest calculated from May 2, 2026 at 4.00% annually on the balance outstanding.

April 20, 2026
Date Issued

Allana McComb
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.