



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-017419-25

In the matter of: Unit #2, 176 King Street North
Waterloo ON N2J2Y5

Between: Jackson Alexander Cunningham Tenant

And

Kings Residence Inc Landlord

Jackson Alexander Cunningham (the 'Tenant') applied for an order determining that Kings Residence Inc (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 19, 2026.

Only the Tenant attended the hearing.

As of 1:27pm, 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 proved on a balance of probabilities the allegations contained in the application
2. Therefore, the Landlord must pay to the Tenant \$48.00.
3. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit and residential complex
4. The Tenant testified that the rental unit was one bedroom in a shared unit with 5 individually rented bedrooms and shared common areas. He rented "bedroom 1". The tenancy began September 1, 2024, for a one year term. The Tenant vacated April 30, 2025.
5. He testified that when they moved in on September 1, 2024, he became aware of cockroaches in the rental unit, primarily in little crevices within the common area and

kitchen, but also occasionally in the bedrooms. He testified that they reported the cockroaches September 1, 2024, and in December 2024 a spray was performed which lessened but did not eliminate the cockroaches. He testified that he made the Landlord aware that the cockroaches remained but could not remember when he did so, and there were no further treatments.

6. He also testified that when he first moved in there were no fire alarms in the unit. This was reported to the Landlord, and the fire alarms were provided sometime within the first week of the tenancy.
7. He also testified that upon move in the common area's had not been cleaned and had garbage in them and sticky floors and fixtures. He testified that the Landlord was made aware but did not clean and he and the other Tenant's cleaned themselves, However the Landlord did subsequently hire a cleaner to clean the common area's once per month.
8. He testified that when he and his roommates first attempted to use the heat in October or November 2024 the unit would simply not become warm. He testified that it became so cold that he could see his breath in the common area's and had to get a space heater for his bedroom. He could not recall when the Landlord was made aware, as this was done by a roommate. The Landlord hired someone to attend the rental unit who placed a fan on a piece of wood next to the heater to better circulate the warm air. He testified that this was effective for the first couple of weeks only. He testified that he continued to make the Landlord aware that the heat was not sufficient and no further fixes were performed.
9. The Tenant testified that the coin slot on the dryer was broken from September 1 2024. He informed the Landlord September 9, 2024, and was told it would be fixed soon. However, he had to follow up with the Landlord twice before the repair was performed in December 2024.
10. He also testified that when he moved into the rental unit there was damaged to the walls including paint and scatches, and behind his bed there was a piece of wall that was indented. He testified that the Landlord was made aware of this but it was never repaired.
11. 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.
12. In this case I am satisfied based on the Tenant's uncontested evidence that the Landlord has breached their maintenance obligations under the Act. I accept that the Landlord was made aware of cockroaches in the rental unit on September 1, 2024 and did not treat the unit until December 2024, and when informed that the infestation persisted did not perform follow up treatments.
13. I also accepted based on the Tenant's uncontested testimony that the heat in the rental unit was not sufficient, however as the Tenant has not provided any temperature readings

it is difficult to determine whether the temperature was within appropriate guidelines. However, based on the Tenant's uncontested testimony I accept that the temperature caused discomfort and was not adequately addressed by the Landlord, who was informed that the solution implemented was only marginally successful.

14. I also accepted that there was a delay of approximately 3-4 months to repair the coin slot on the dryer, and absent an explanation from the Landlord I am not satisfied this is a reasonable delay.
15. Therefore, I am not satisfied that the Landlord responded reasonably in the circumstances and find that they have breached their maintenance obligations.

Remedies

16. The only remedy sought by the Tenant on their Application was termination of the tenancy effective April 30, 2025. The Tenant testified that he gave notice 60 days prior to April 30, 2026, and vacated the rental unit to move back in with his parents. He testified that he did not want to live with cockroaches and was sick more times during that school year than any other, and the heating problems made the unit difficult to reside in.
17. The Tenant testified that he had no intention to reside in the rental unit after April 30, 2025. He testified that he may have left the rental unit on April 30, 2025, when the school year ended in any event, but it would have been nice to have the option to stay in Waterloo and work for the summer, and likely may have stayed had the conditions not existed in the rental unit.
18. He testified that he did not inform the Landlord that he intended to vacate the rental unit if the maintenance issues were not addressed.
19. Board Interpretation Guideline 5 states:

D. Termination of the Tenancy and Eviction of the Tenant

These remedies should be used in serious cases and only where the tenant requests them or a public authority has required the unit to be vacated. These remedies may also be ordered on consent of both parties if, for example, they both feel the relationship cannot continue.

If the rental unit is not fit for human habitation, the tenancy should be terminated. For example, if this occurred due to a disaster such as flooding, and the landlord does not wish to restore the unit immediately and make provisions such as a hotel to bridge the time, the tenancy could be terminated retroactively to the date of the flooding, with an abatement ordered from that date on (similar to compensation in the other direction).

The Member may also choose this remedy if the condition of the unit is so poor as to threaten the safety of the tenants or threaten their well-being. However, ordinarily the landlord should have had a reasonable opportunity to rectify the situation before termination is ordered.

20. While this guideline is not binding on me, I find no reason to deviate from it here. While I have found the Landlord to be in breach of their maintenance obligations, I am not satisfied that termination of the tenancy is appropriate. While many of the maintenance issues captured in the Application are not minor, I am not satisfied that they render the unit unfit for human habitation, and that the condition of the unit is so poor that it threatens the safety of the Tenant's or their wellbeing, and note that this is a remedy that is to be used in serious cases. I also note that the Tenant did not express to the Landlord that they intended to vacate the rental unit if the issues were not remedied.
21. Additionally, I am not satisfied that the Tenant has demonstrated that they vacated the rental unit because of the maintenance issues. The Tenant testified that he may have moved back home even if the maintenance issues did not exist when the school year ended around April 30, 2025. Therefore, while I am prepared to accept that the issues played a role in the Tenant's decision to vacate, as he may have elected to vacate at the end of the school year in any case, I am not satisfied that he has demonstrated that he vacated as a result of the maintenance concerns.

It is ordered that:

1. The Landlord shall pay the Tenant is \$48.00. This amount represents:
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 5, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 5, 2026, the Landlord will owe interest. This will be simple interest calculated from May 6, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 24, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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