



Order under Section 30 Residential Tenancies Act, 2006

Citation: sehtaoui v Mohammadi, 2026 ONLTB 30640

Date: 2026-04-23

File Number: LTB-T-085891-25

In the matter of: 319, 222 Elm Street
Toronto ON M5T1K5

Between: Younes Sebtaoui Tenant

And

Marjan Mohammadi Landlord

Younes Sebtaoui (the 'Tenant') applied for an order determining that Marjan Mohammadi (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 April 13, 2026.

The Landlord and the Tenant attended the hearing.

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 alleges the Landlord is in breach of section 20(1) of the Act as there was a bed bug infestation. The Tenant believes the Landlord did nothing about the issue and the Tenant moved out of the rental unit because of it. The Tenant is requesting a 100% rent abatement in the amount of \$1,190.00 for the month of October 2025.
3. The Tenant began the tenancy on May 1, 2025, and entered into a one-year lease with the Landlord. On September 5, 2025, the Tenant discovered bed bugs. The Tenant says the Landlord responded immediately and attended the rental unit the next day and brought the Tenant bed bug powder to use. Pest control also attended the rental unit on September 22, 2025, to address the bed bugs.
4. The Tenant testified that on September 6, 2025, the Tenant told the Landlord that he will be vacating the rental unit by October 1, 2025 due to the bed bug issue. The Landlord did not consent to the Tenant terminating the tenancy early, but did consent to a date of termination of October 31, 2025. The Tenant paid the September 2025 rent, and because

the Landlord took a last month's rent deposit, the Landlord used the last month's rent deposit and applied it to the October 2025 rent.

5. The Tenant vacated on October 1, 2025. The Landlord tried to arrange for pest control to attend the rental unit various times during the month of October 2025, however the Tenant had vacated and locked the door and would not consent for pest control to enter. The Tenant's position was that the Landlord did not serve proper notice for entry. The Landlord's position is that she did. The Landlord testified on October 30, 2025, she was fined \$200.00 from management as pest control would attend the rental unit but could not do pest control treatments as no one would answer the door.

Analysis

6. Section 20(1) of the Act sets out a landlord's maintenance obligations. It states:

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 obligations.

7. 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.
8. Just because there is a bed bug issue, that does not mean the Landlord is automatically in breach of its maintenance obligations. The breach would occur if the Landlord failed to act in a reasonable timeframe once they were notified of the issue. The evidence before me is that the Tenant discovered the bed bug issue on September 5, 2025, and the following day, the Landlord attended the rental unit with bed bug powder. The Tenant told the Landlord on September 6, 2025, one day after notifying the Landlord of the issue, that he would be terminating the tenancy effective October 1, 2025. The Tenant already decided to vacate the rental unit without allowing the Landlord to remedy the situation. The Landlord also arranged for pest control services to attend the rental unit on September 22, 2025, and attempted to arrange for pest control to attend on subsequent dates in October, 2025.
9. Therefore, based on the evidence before me, I find that the Landlord's response to the bed bug issue was reasonable and addressed immediately. As such, the application shall be dismissed.
10. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
11. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's application is dismissed.

April 23, 2026
Date Issued

Paula West Oreskovich
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.