



Order under Section 88.1 Residential Tenancies Act, 2006

Citation: 1762405 Ontario Ltd. v Williams, 2026 ONLTB 33559

Date: 2026-04-27

File Number: LTB-L-006772-26

In the matter of: 108, 275 KING ST W
HAMILTON ON L8P1B2

Between: 1762405 Ontario Ltd. Landlord

And

Immaculate Williams Tenants
Jeremiah Adogah
Orevaoghene Adueniwomah

1762405 Ontario Ltd. (the 'Landlord') applied for an order requiring Immaculate Williams, Jeremiah Adogah and Orevaoghene Adueniwomah (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on April 21, 2026.

The principal of the corporate Landlord Savan Chandaria ('SC'), the Landlord's property administrator Wing Chu, and the Tenants Immaculate Williams and Jeremiah Adogah ('JA') attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on March 31, 2026.
4. SC testified the rental unit was vacant prior to the Tenants taking possession from August 2024 to January 31, 2025. There were no reports of a bed bug infestation in the residential complex or rental unit. SC conducted a unit inspection prior to the Tenants taking

possession on February 1, 2025 and testified he did not find any evidence of a bed bug infestation.

5. On November 1, 2025 the Tenants e-mailed the Landlord:

[sic] "good afternoon. i'm emailing about the bed bugs we've been dealing it in [the rental unit]. we've tried bed bug insecticides but it doesn't make them go away. would like to hear back on when fumigation will be done so we can make time. thank you."

6. The Landlord provided a pest control report from November 5, 2025. This report stems from an inspection of the rental unit as well as the 3 units adjacent to the rental unit. The report shows:

1. (Neighbouring unit) – No sign of bed bugs
2. (Neighbouring unit) – No sign of bed bugs
3. (Neighbouring unit) – Live bed bugs and eggs on the couch
4. (The rental unit) – infested with bed bugs (couch, bed frame, mattress, and box spring)

7. The Landlord submits that the bed bug infestation was caused by the Tenants and that the Tenants should be required to compensate the Landlord for the out-of-pocket expenses incurred for pest control treatment and inspections of the rental unit and adjacent units.

Analysis

8. Section 88.1(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act') states:

88.1 (1) A landlord may apply to the Board for an order requiring a ... former tenant to pay costs described in subsection (4) if,

(a) while the ... former tenant ... was in possession of the rental unit, the conduct of the ... former tenant ... was such that it substantially ... interfered with,

(i) the reasonable enjoyment of the residential complex for all usual purposes by the landlord, or

(ii) another lawful right, privilege or interest of the landlord; and

9. The Landlord submits that since the bed bug infestation happened after the Tenants took possession of the rental unit and that since the rental unit was the only unit severely impacted by the infestation, the Board should find the Tenants responsible for the infestation.

10. Based on the evidence provided, I find that the bed bug infestation has substantially interfered with the reasonable enjoyment of the residential complex. However, I am not satisfied the Landlord has proven that the substantial interference was a result of the

Tenants conduct. There was insufficient evidence to support the Landlord's allegations that the Tenants caused the infestation. There are a number of unidentified factors that could have created or contributed to this circumstance.

11. Based on my findings, the Landlord's application is dismissed.

12. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

It is ordered that:

1. The Landlord's application is dismissed.

April 27, 2026
Date Issued

Elena Jacob
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.