



AMENDED
Order under Sections 20 and 30
Residential Tenancies Act, 2006

Citation: Tormeti v Golden Equity Properties, 2026 ONLTB 33151

Date: 2026-04-23

File Number: LTB-T-098695-23

File Number: LTB-T-075307-24

In the matter of: 603, 1919 ST LAURENT BLVD
OTTAWA ON K1G 3R9

Between: Aaron Agbesi Tormeti
Eyram Abla Semey Tenants

and

Golden Equity Properties Landlord

The order contained a clerical error. This amended order was issued to correct the order dated April 23, 2026. The amendments are underlined for ease of reference.

In file number LTB-T-098695-23, Aaron Agbesi Tormeti and Eyram Abla Semey (the 'Tenants') applied for an order determining that Golden Equity Properties (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 'T6 application').

In file number LTB-T-075307-24, the Tenant also applied for an order determining that the Landlord collected or retained money illegally (the 'T1 application').

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

The Tenants and the Landlord's legal representative Daniel Moak attended the hearing.

Determinations:

1. The Tenants say the rental unit was dirty when they moved in on May 1, 2023, that the stove wasn't functioning correctly and that rental unit was infested with bedbugs.
2. In *Onyskiw v. CJM Property Management Ltd.* (2016), 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.

3. The Tenants testified that the stove was wobbly and that controlling the temperature was a problem. They acknowledged the Landlord had the problems corrected within 2 to 3 weeks of the start of the tenancy which I find to be a reasonable response in the circumstances.
4. The Tenants testified that they observed bedbugs in the rental unit immediately upon moving in but did not include it in their written list of maintenance requests sent to the Landlord on May 2, 2023 because the problem wasn't yet severe. It only became severe in the summer whereupon they lodged oral complaints with the Landlord's superintendent. When those complaints went unanswered, they felt they had to escalate the matter by making a written request which came in September 2023. The Landlord immediately arranged for pest control technicians who did two treatments in the months of September and October. The Tenants acknowledge that they were advised the treatments had to be several weeks apart and that a third treatment would be needed. The Tenants found the conditions intolerable and vacated on October 29, 2023, before the third treatment could be done.
5. The Tenants accept that the Landlord responded immediately upon receiving their written complaint but submit that the Landlord fell short by not acting sooner in response to their oral complaints. I have trouble with this argument because the Tenants' evidence in support of what they communicated to the superintendent and when was vague and lacking in detail. They had no record of when they lodged their oral complaint or complaints. I have trouble accepting the Tenants waited until the problem became severe to make their oral complaint; and waited again to make their written complaint. The Tenant's May 2, 2023 list of maintenance requests contains several items of a trivial nature but does not mention of pests. I find this more consistent with the probability that there were none at that time; and also consistent with the fact that the Tenants had no hesitation in voicing their concerns in writing, if they felt there was any need. Accordingly, I find the Tenants have failed to prove on a balance of probabilities that they mentioned concerns with bedbugs any earlier than September 17, 2023. I also find the Landlord's immediate response was reasonable in the circumstances. Therefore, this claim must be dismissed.
6. I accept the Tenants' unchallenged evidence, confirmed by their written complaint letter of May 2, 2023, that the rental unit was not clean when they moved in and I accept that they incurred costs of \$300.00 to buying supplies necessary to clean it. The Tenants will be awarded these out-of-pocket expenses because they have proven liability on a balance of probabilities and I find the quantum claimed it to be fair and reasonable in the circumstances.
7. I accept the Tenants' evidence that on agreeing to allow them to assign their tenancy, the Landlord, through its superintendent, also agreed to refund their rent deposit and their key deposit. The Landlord relies on an assignment agreement of November 15, 2023 to argue that the assignment did not begin until that date and therefore the Tenants owe rent for the first fifteen days of that month. Although the assignment agreement is signed as of that date, it is silent on when the assignment takes effect.

8. I prefer the Tenants' unchallenged evidence that the assignee took possession of the rental unit on November 1, 2023 and find on a balance of probabilities that the assignment began on that date. I also accept the Tenants' unchallenged evidence that the Landlord agreed to return all of their deposit but has not. While the rent deposit must be applied to the last month of the tenancy under subsection 106(10) of the Act, the Act makes no provision for allocation of the deposit in cases of assignments. Therefore, the parties are free to allocate that money by agreement which is what happened here. This is consistent with the fact that the Landlord collected a new deposit from the assignee. The T1 application will be allowed because I find the claims have been proven on a balance of probabilities. The T6 application is allowed in part.
9. The Tenants incurred costs of \$96.00 for filing the applications and are entitled to be reimbursed those costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$2,126.00. This amount represents:
 - \$1,730.00 for the last month's rent deposit and the key deposit.
 - \$300.00 for reasonable out-of-pocket expenses.
 - \$96.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by May 4, 2026. If the Landlord does not pay the Tenants the full amount owing by May 4, 2026, the Landlord will owe interest. This will be simple interest calculated from May 5, 2026 at 4.00% annually on the balance outstanding.
3. The remainder of the claims are dismissed.

April 23, 2026

Date Order Issued

April 29, 2026

Date Order Amended

Nersi Makki

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.