



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-T-098678-24-RV

In the matter of: 4002, 395 Bloor St E
Toronto ON M4W0B4

Between: Luca Bonafede Tenant
Andrea Scaunich

And

Realtron Realty INC. Brokerage Landlord

Review Order

Luca Bonafede and Andrea Scaunich (the 'Tenant') applied for an order determining that Realtron Realty INC. Brokerage (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.
- withheld or interfered with their vital services or care services and meals in a care home (T2 Application)
- collected or retained money illegally (T1 Application).
- 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 (T6 Application).

This application was resolved by order LTB-T-098678-24 issued on April 9, 2026.

On May 3, 2026, the Landlord requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The Landlord and Tenant Board ('the Board') determined that at the commencement of the tenancy the Landlord provided the Tenant with a fridge that contained hundreds of dead cockroaches. The Tenant was awarded \$750.00 in compensation for the issue. However, the Board determined that after the Tenant complained the Landlord responded reasonably by arranging for the fridge to be cleaned. The Tenant's request for ongoing compensation after the cleaning was therefore denied.

2. The Landlord submits that the decision is outside the range of reasonable outcomes because the Landlord remedied the issue within one day of the complaint. The Landlord submits that the Board's decision is contrary to the Court's finding in *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, ('*Onyskiw*') that the Board 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 Landlord submits that pursuant to subsection 8(3)(b) O. Reg. 516/06: GENERAL ('the regulation') an interference is not substantial unless it is unreasonable in the circumstances. The Landlord submits that the Board did not find that the interference was unreasonable and did not provide any analysis to support its conclusion.
4. Finally, the Landlord submits that the Board provided inadequate reasons for the decision to order \$750.00 in compensation.
5. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order.
6. The Board states at paragraph 29 that the Landlord did not take diligent steps before providing the Tenant with occupancy to ensure that the Landlord complied with their obligations to provide the Tenant the unit free of insect or vermin and with functioning appliances. While the Board typically finds that a landlord is not in breach of their maintenance obligations until after a tenant complains about an issue, the Board's finding that the Landlord had an obligation to take diligent steps to ensure that they were providing the Tenant with a unit free of cockroaches is not unreasonable in the circumstances. The Board's finding is consistent with the Board's jurisprudence that a landlord can only be liable for an issue they are aware of or should reasonably be aware of. The Board's factual finding is that the fridge had hundreds of dead cockroaches inside it, not one or two. In those circumstances, it was reasonable to determine that through the exercise of diligence the Landlord was either aware of the issue or should have been aware of the issue.
7. While the Board does not directly reference the Court's decision in *Onyskiw*, the order read as a whole is consistent with the Court's guidance in that case. At paragraph 29 the Board considers the reasonableness of the Landlord's actions. The Landlord is not found to have breached their obligation the second cockroaches arrived in the rental unit but rather the Board finds that the Landlord did not exercise diligence to provide the Tenant with a fridge without hundreds of dead cockroaches.
8. The Landlord references section 8 of the regulation that is not relevant in this case. Section 8 of the regulation changes the test for determining whether a landlord has substantially interfered with a tenant's reasonable enjoyment during maintenance, repairs, or capital improvements. It also makes it harder for a tenant to receive remedies in those circumstances. For example, section 8 applies when a tenant claims that a

landlord repairing the balconies in a rental complex substantially interferes with them. The legislature wants to encourage landlords to undertake that kind of work. Section 8 of the regulation does not apply in this case and therefore the Board cannot have made a serious error by failing to consider it.

9. The Court of Appeal in *Canada Forgings Inc. v. Atomic Energy of Canada Ltd.*, 2024 ONCA 677, says the following about sufficient reasons:

22 Appellate courts have often commented on the "unfortunate trend" of appellants alleging inadequacy of reasons in order to add heft to otherwise weak appeals: *Gendron v. Doug C. Thompson Ltd. (Thompson Fuels)*, 2019 ONCA 293, at para. 94, leave to appeal refused, [2019] S.C.C.A. No. 228. This court recently addressed this ground of appeal in *Farej v. Fellows*, 2022 ONCA 254, at para. 45, leave to appeal refused, [2022] S.C.C.A. No. 180, emphasizing two key points with respect to the sufficiency of reasons assessment. First, the overarching question is whether the reasons functionally permit meaningful appellate review. Even if the reasons are deficient, this ground of appeal will fail if despite the shortcomings a meaningful review can be conducted. Second, in determining whether the reasons are sufficient, they must be considered contextually. Relevant context includes the issues raised, the evidence adduced, and the arguments made at trial.

23 The duty to provide adequate reasons has four objects: 1) to justify and explain the result; 2) to explain to the unsuccessful party why they were unsuccessful; 3) to provide for an informed consideration of the grounds of appeal; and 4) to satisfy the public that justice has been done. Insufficiency of reasons does not provide a "free standing basis for appeal": *F.H. v. McDougall*, 2008 SCC 53, [2008] 3 S.C.R. 41, at paras. 98-99. As mentioned above, even when reasons are inadequate, meaningful appellate review may still be possible where the basis for the trial judge's decision is clear on a review of the entire record: *R. v. Gagnon*, 2006 SCC 17, [2006] 1 S.C.R. 621, at para. 21; *Massoudinia v. Volfson*, 2013 ONCA 29, at para. 7.

10. In *Biltmore Terrace Apartments v. Nazareth*, [1997] O.J. No. 1881, (Ont. Gen. Div.) a decision rendered under the Landlord and Tenant Act, the Court remarked:

"It is always difficult to arrive at a proper amount or percentage by way of abatement. There is no magic formula. What is appropriate in each case will depend on the circumstances, including the amount of rent, the age and general condition of the premises, the nature and degree of the non repair, and its duration, the efforts of the Landlord to inspect, the co-operation or otherwise of the Tenant in that regard, and the efforts made by the Landlord to rectify the defect."

11. The order read as a whole reveals a basis for the compensation awarded. The Landlord submits that the Board does not make clear what time period the compensation was awarded for. However, the order does make clear that the compensation is for the Landlord not taking diligent steps to provide the Tenant with a fridge without dead cockroaches. The Board makes clear that the remedy is not being awarded for the period

after the Landlord cleaned the fridge. At paragraph 4 the order provides information about the severity of the problem, at paragraph 10 that the Tenant found the fridge unsanitary and unsafe, and at paragraph 29 that the Landlord did not take diligent steps to provide the Tenant with a fridge without hundreds of dead cockroaches. The order read as a whole provides sufficient and reasonable reasons for the remedy awarded.

It is ordered that:

1. The request to review order LTB-T-098678-24 issued on April 9, 2026 is denied. The order is confirmed and remains unchanged.

May 4, 2026
Date Issued

Amanda Kovats
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.