



**Order under Section 31
Residential Tenancies Act, 2006**

File Number: LTB-T-016979-25

In the matter of: 7 Graywardine Lane
Ajax Ontario L1Z0R9

Between: Desmond Francis
Carol Francis
Tenants

And

Abimbola Ekwueme
Landlord

Desmond Francis and Carol Francis (the 'Tenants') applied for an order determining that Abimbola Ekwueme (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.

This application was heard by videoconference on May 4, 2026.

Only the Tenants attended the hearing.

As of 9:54 a.m., 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 Tenants' evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must hire a pest control company to eliminate the rodent infestation in the rental unit. Further, the Tenants are entitled to a 20% abatement of rent beginning July 2024 and continuing until the pest control company provides written confirmation that the infestation has been eradicated. I have exercised by discretion to begin the abatement in July because the Landlord was entitled a reasonable period to eliminate the pests in the home. I have determined that this period would be approximately two months. The continued infestation of the home after two months is unreasonable.

2. The Tenant, Carol Francis, gave her evidence in a straightforward and compelling manner without exaggeration or embellishment and I accept her evidence without hesitation.
3. On April 29 2024, the Tenants wrote to the Landlord about a mice problem in the rental unit. The Landlord responded on May 2, 2024 and hired an extermination company to address the issue. On June 7 2024, the Tenants advised the Landlord that the extermination company had attended and informed them that there was a mouse infestation in the rental unit. The extermination of the rodents was unsuccessful. The Tenant testified that she re-iterated their complaint to the Landlord who told them that her children would be happy to take over the house in its current state and that they should stop complaining.
4. The Tenant testified that she complained about the mouse infestation on a number of occasions by email and the Landlord did nothing further to ensure that the home is rodent free. The Tenant testified that she believed that because of her complaints the Landlord knew that the problem persisted and as the Landlord did nothing the Tenants did not continually raise it with her. An example of a text message from the Tenant to the Landlord is found at DOC 7406737.
5. The Tenants are unable to use one washroom and one bedroom due to the rodent droppings and urine flowing through the ceiling vents which are connected to the attic where the mice live.
6. The Tenants provided pictures to show the severity of the infestation. The Tenants also testified that they have had to throw away many items such as shoes, clothes and food because the mice travel from their location in the attic into the home. DOCs 7397481 and 7397457 show the extent of the infestation.
7. The photographs of the mouse droppings and ruined personal items were very persuasive about the severity of the infestation.
8. The current monthly rent for the unit is \$3000.00 and the home is occupied by the Tenants and two of their children.
9. The Tenants' application contained other complaints against the Landlord for maintenance failures, including non-functioning washer/dryer and dishwasher which they elected not to pursue because the Landlord has been responsive to their complaints about these items.
10. The Tenant testified that in March of 2026 when the Landlord sent her son to pick up a year's post-dated rent cheques, she again told the Tenants that they have too many complaints and that she would begin proceedings to have her children move in.
11. Because the Landlord has failed to address the rodent infestation in the home, the Tenants are unable to use several rooms of the house and therefore, I find that the Landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

Remedies

12. I find that the Tenants are entitled to a 20% rent abatement beginning in July of 2024 on a rent of \$3000.00 per month that equals \$600.00 per month. I have exercised my discretion to begin the rent abatement in July 2024 because the Landlord was entitled a reasonable period of time to eliminate the pests in the home. I have determined that this period would be approximately two months. I find that any continued infestation of the home after the two month period is unreasonable. Accordingly, the abatement will consist of 6 months in 2024, 12 months in 2025 and 5 months thus far in 2026 totalling 23 to the end of May. I find that a rent abatement of \$13,800.00 (23 times \$600.00) is appropriate in the circumstances.
13. The following additional remedies are being ordered because of the ongoing problem and the Landlord's threats to the Tenants: (i) the Tenants may apply the abatement award against rent due and owing beginning in June 2026 going forward until the award has been satisfied; and, (ii) if the rodent infestation is not remedied by June 1, 2026 the Tenants may also withhold 20% of any new rent due beginning in June 2026 until they receive written confirmation from a pest control company that the infestation has been eradicated.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$13,853.00. This amount represents:
 - \$13,800.00 for a rent abatement.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by May 26, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by May 26, 2026, the Landlord will owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenants the full amount owing by May 27, 2026, the Tenants may recover this amount by deducting \$3000.00 from the rent each month starting in June 2026 until the debt is satisfied.
5. The Tenants are also entitled to a 20% or \$600.00 rent reduction on any new rent due starting in June 2026, until the rodent infestation is eradicated.
6. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

7. The Landlord shall hire a pest control company to eradicate the rodent infestation and provide the Tenants with written confirmation that the infestation has been eradicated by June 1, 2026.

May 15, 2026
Date Issued

Christina Budweth
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.