



Order under Section 30 Residential Tenancies Act, 2006

Citation: Johnson v Franks, 2026 ONLTB 39965

Date: 2026-05-22

File Number: LTB-T-099130-24

In the matter of: 3, 3136 LAKE SHORE BLVD W
ETOBICOKE ON M8V1L4

Between: Lucinda Jane Johnson Tenants
Mark Johnson

And

Verd Franks Landlord

Lucinda Jane Johnson and Mark Johnson (the 'Tenants') applied for an order determining that Verd Franks (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 February 24, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenants are entitled to a remedy.
2. The Tenants moved into the rental unit on June 1, 2015, and vacated on December 20, 2024. As at the time of the application the Tenants lived in the unit with their four children aged 21, 13, 9 and 3.
3. The Tenants testified that they notified the Landlord of mice and cockroaches in the unit starting from November 2023. From November 2023 through to November 9, 2024, there have been numerous emails detailing mice and cockroaches in the unit.
4. The Tenants assert that the Landlord did not act promptly enough to address the infestation, nor did the Landlord take adequate steps to seal off the points of entry where mice were entering the unit.
5. The Tenants bought various mouse traps, which caught many mice. This was brought to the Landlord's attention, with a request that the points of entry be sealed.

6. On August 22, 2024, a pest control company, hired by the Tenants, attended the unit to provide an inspection report. The report identified the presence of pests, as well as possible entry points, with the recommendation that the entry points be sealed.
7. The Tenants testified that the mice and cockroaches in their unit have impacted them. They keep their personal belongings in sealed plastic containers, they do not have visitors at the house, and it has disrupted their mental wellbeing.
8. The Landlord had a pest control company attend the unit and complex a number of times. Invoices indicate treatments being conducted on November 16, 2023, April 16, 2024, May 1, 2024, June 10, 2024, July 9, 2024, August 26, 2024, October 9, 2024, and November 18, 2024. Also on October 9, 2024, an invoice was provided indicating the points of entry had been sealed.
9. The evidence established that the Landlord was advised of the Tenants' concerns about mice and cockroaches and promptly hired a pest control company. The span of treatments persisted between November 2023 to November 2024.
10. Section 22 of the Act indicates that "A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household."
11. When considering the Tenants' allegations pursuant to section 22 of the Act in relation to the mice and cockroaches, I find that the issue leads to a finding that the Landlord substantially interfered with the Tenants' reasonable enjoyment of the rental unit or residential complex.
12. I am satisfied that the unit and residential complex had a pest control issue with mice and cockroaches. When considering the entirety of the situation, the Landlord initially acted reasonably and promptly, but when the mice/cockroach problem continued, the Landlord ought to have investigated further or taken further remediation. The issue was concerning and impactful to the Tenants. The Tenants evidence indicated that as of late June, the pests were having an adverse impact to their whole family and noted it in an email to the Landlord "as a matter of urgency".
13. There is no indication that the Landlord took any different steps to understand why, despite continued pest control treatments, the mice and cockroaches continued to be an issue at the unit and complex.
14. The Tenants proved, on a balance of probability, that the Landlord has substantially interfered with their reasonable enjoyment of the rental unit or residential complex. The evidence established that the Landlord's treatment plan and use of a pest control company alone was not adequate to address the issue. Despite the services, the mice and

cockroaches continued to enter into the unit. The Landlord's continued response was inadequate and unresponsive to the gravity of the situation.

15. Accordingly, I find that the Landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants as a result of the mice and cockroaches.

Remedy

16. In terms of remedy, the Tenants seek 100% of their rent from November 2023 to November 2024. A 100% rent abatement is not warranted. Having considered all the evidence, I find a 5% abatement is granted.
17. Upon becoming aware of the issue in November 2023, I find that the Landlord took prompt, reasonable, and adequate steps to address the Tenants' issue. When mice/cockroaches were reported the Landlord immediately called a professional pest control company and scheduled treatment. The Tenants first emailed the Landlord November 12, 2023, and the Landlord arranged pest control treatment on November 16, 2023. A second email from the Tenants came on April 11, 2024, and further treatment occurred on April 16, 2024. The Tenants sent a further email on April 27, 2024 and in response the pest control company attended on May 1, 2024.
18. The Landlord also visited the unit on May 17, 2024. At this visit, the Tenants indicated showing the Landlord the points of entry and seeking that, in addition to the pest control services, the Landlord take action to ensure the points of entry are closed up, thereby preventing mice from entering. The Landlord took no action to close the points of entry until October 9, 2024. I find this contributed to the mice/cockroach issue at the unit/complex, which in turn substantially interfered with the Tenants' reasonable enjoyment of the unit or complex.
19. The Landlord reliance on having hired a professional pest control company to address and remediate the mice/cockroaches at the unit and complex was not sufficient after he observed that there were points of entry that needed to be sealed.
20. Once the points of entry were sealed, the next complaint occurred in November 2024, when the Tenants notified that a new entry was made, in that the mice had chewed through the sealing foam. The Landlord did not provide evidence to indicate that he took steps to close the point of entry after the November complaint.
21. The Tenants resided at the unit up until they vacated on December 20, 2024. A remedy for the period from May 17, 2024, to December 20, 2024, is warranted.

22. The monthly rent for May and June 2024 was \$1,043.45 (or \$34.31 per day); and from July 1, 2024 onwards, the monthly rent was \$1,069.54 (or \$35.16 per day).

23. As the Tenants continued to reside at the unit, a 100% abatement is not warranted. I find a 5% abatement for this period is appropriate. In determining an appropriate remedy, I considered that the Tenants desire to remain at the unit, but vacated due to having received an N12, that they had to place their belongings in plastic containers, captured mice with the traps they purchased, and were limited in having visitors at their unit. However, I also considered that the Landlord was not ignorant of the issues raised. He responded by hiring a professional pest control company to attend multiple times to service the unit and complex. Moreover, he attended the residential unit and saw the points of entry in May. Once the points of entry were closed on October 9, 2024, the Tenants' complaints were reduced.

24. The remedy is calculated as follows:

1. May 17 to June 30, 2024: $44 \text{ days} \times \$34.31 \times 0.05 = \75.82
2. July 1 to December 20, 2024: $172 \text{ days} \times \$35.16 \times 0.05 = \$302.38$

25. Therefore, I find that 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.

26. Having considered all the evidence presented, I find that a rent abatement of \$378.20 is appropriate in the circumstances.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$426.20. This amount represents:
 - \$378.20 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 2, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 2, 2026, the Landlord will owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 22, 2026
Date Issued

Jeanie Theoharis
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.