



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-006292-25

In the matter of: Unit 308, 1338 Ouellette
Windsor ON N8X1J8

Between: Chassidy Clark Tenants
Cole Nolan

And

M&J Doors Ltd Landlord

Chassidy Clark and Cole Nolan (the 'Tenants') applied for an order determining that M&J Doors Ltd (the 'Landlord') collected or retained money illegally (T1 Application).

The Tenants also applied for an order determining the Landlord failed to maintain the rental unit (T6 Application).

This application was heard by videoconference on May 14, 2026.

Only the Tenants attended the hearing.

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.

Preliminary Issue:

1. The Tenants sought to amend their application on May 6, 2026. The original application had been filed on January 24, 2025, and was first amended on June 19, 2025.
2. In substance, the first amendment increased the amount of compensation sought to \$4,000.00 based on the existing allegations. The second amendment, however, introduced additional particulars and significantly altered the remedies being claimed.
3. The Tenants admittedly vacated the rental unit on March 18, 2025. Section 29(2) of the *Residential Tenancies Act* (the Act) states:

29(2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred

4. Rules 15.3 and 15.4 of the Board's Rules of Procedure state:

15.3 The request to amend will be decided at the hearing after considering:

- a) Whether the amendment was requested as soon as the need for it was known;
- b) Any prejudice a party may experience as a result of the amendment;
- c) Whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
- d) Whether the amendment is necessary and was requested in good faith; and
- e) Any other relevant factors.

15.4 The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.

5. After considering the Tenants' submissions, I was not persuaded that the second amendment dated May 6, 2026, was appropriate. No reasonable explanation was provided for the delay of approximately 11 months following the first amendment, and 10 months after the Adjudicative Case Conference, before seeking to amend their remedies. In addition, the amendment was made more than one year after the Tenants had vacated the rental unit.
6. Accordingly, I permitted the first amendment dated June 19, 2025, but did not permit the second amendment dated May 6, 2026.

Determinations:

7. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$1,053.50.

Evidence of the Tenants

8. The Tenants testified that prior to taking possession of the rental unit they paid the Landlord a \$50.00 key deposit. The Tenants submitted e-transfer receipts dated October 29 and 30, 2024, reflecting partial payments toward that deposit. Although the Tenants vacated the unit on March 18, 2025, they did not return the keys to the Landlord until May 21, 2025. The Tenants did not receive the return of their \$50.00 key deposit.
9. The Tenants further testified that on March 21, 2025, the Landlord entered the rental unit without prior notice, stating that the hydro service had been shut off and that the situation was an emergency.
10. The Tenants also testified that shortly after moving into the rental unit, they observed cockroaches on November 13, 2024, and immediately reported the issue to the property manager. Pest control attended the unit on November 19, 2024. During that visit, the Tenants discovered a large hole behind the refrigerator, which appeared to allow pests to enter the unit. Photographs of both the hole and the cockroaches were entered into evidence.
11. On November 24, 2024, the Tenants requested that the Landlord repair the hole after observing continued pest entry through the hole. The Landlord sent maintenance to the rental unit on December 14 and 15, 2024, to address the issue.

12. Over the following five months, the Tenants continued to experience cockroach activity within the rental unit. During this period, the Landlord arranged for pest control to treat the unit on eight separate occasions.
13. On December 20, 2024, the Tenants observed bed bugs in the hallways and promptly notified the Landlord. They submitted photos into evidence of the bed bugs. Pest control attended the rental unit on January 3, 2025, to conduct treatment. The Tenants maintained that the infestation continued despite these efforts.
14. The Tenants seek a 100% rent abatement for the period from the commencement of the tenancy on November 1, 2024, to the date they vacated the rental unit on March 18, 2025.

Analysis

15. With respect to the key deposit, section 17 of *Ontario Regulation 516/06* permits a landlord to charge a deposit for keys, provided it does not exceed the actual replacement cost and is refundable. The evidence establishes that the Tenants paid a \$50.00 key deposit. As the keys were ultimately returned, the Landlord was required to refund this amount. Accordingly, I find that the Landlord owes the Tenants \$50.00.
16. With respect to the allegation of illegal entry, I find that the Tenants commenced the wrong application. Specifically, they filed T1 and T6 applications, however issues relating to illegal entry properly fall within a T2 application concerning tenant rights. In any event, even if the correct application had been filed, I would not have awarded any abatement. Section 26 of the Act permits a landlord to enter a rental unit without notice in the case of an emergency. Based on the Tenants' own evidence, I find that the hydro shutoff constituted an emergency. Accordingly, no prior notice was required for the Landlord's entry.
17. With respect to the presence of bed bugs and cockroaches, I find that these constituted an ongoing and persistent issue within the rental unit. The Landlord's repeated engagement of pest control (on more than eight occasions) demonstrates an awareness of the problem. Despite their efforts, the issue remained unresolved.
18. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal established that allegations of a landlord's failure to maintain a rental unit must be assessed contextually, with regard to all of the evidence, before determining whether there has been a breach of the Act.
19. Although the Landlord took steps to address the presence of cockroaches and bed bugs, those efforts were ultimately unsuccessful. Pursuant to section 20 of the Act, a landlord is required to provide and maintain the rental unit in a good state of repair and fit for habitation, in compliance with applicable health, safety, housing, and maintenance standards. I find that the Landlord failed to meet this obligation, as the pest issues were not effectively remedied.

Remedies

20. The Tenants seek a 100% rent abatement for the period during which they occupied the rental unit. In the circumstances, this request is not reasonable. There is no dispute that

the Tenants resided in and made use of the unit from November 1, 2024, to March 18, 2025. However, they were required to live with a persistent pest infestation that the Landlord was ultimately unable to resolve.

21. The evidence indicates that the first complaint to the Landlord regarding the issue was made on November 13, 2024. Accordingly, this is the appropriate date from which any rent abatement should commence.
22. Rent abatements are intended to compensate a tenant to the extent that they were deprived of the benefit of their bargain, or of standards prescribed by legislation or minimum housing requirements. A 100% abatement is only appropriate where a tenant is effectively deprived of all the benefits of the tenancy, such as where a rental unit is rendered uninhabitable.
23. As noted in *TST-56138-14 (Re)*, 2015 CanLII 3162 (ON LTB), “[a]batement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be receiving 100% of what you are paying for, and if you are not, then a tenant is entitled to an abatement equal to the difference in value.”
24. Taking into account that the Landlord made repeated attempts to address the issue, but ultimately failed to resolve it, I find that an abatement of 15% is appropriate for the period from November 13, 2024, to March 18, 2025. There was no evidence that any portion of the rental unit was unusable, rather the Tenants’ position was that the pests persisted despite the Landlord’s efforts.
25. Based on a per diem rent of \$50.96 and a period of 125 days (November 13, 2024, to March 18, 2025), I find it appropriate to award the Tenants \$955.50 as a rent abatement.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$1,053.50. This amount represents:
 - \$50.00 for the key deposit;
 - \$955.50 as a rent abatement due to the cockroaches and bedbugs; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 31, 2026. If the Landlord does not pay the Tenant the full amount owing by May 31, 2026, the Landlord will owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 20, 2026
Date Issued

Brett Lockwood
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.