



Order under Section 30 Residential Tenancies Act, 2006

Citation: Sinclair v Waterloo regional Housing, 2026 ONLTB 41125

Date: 2026-05-25

File Number: LTB-T-006811-23

In the matter of: 201, 416 KINGSCOURT DR EAST
WATERLOO ONTARIO N2K3N6

Between: Rhonda Sinclair
Brittany Sinclair
Tenants

And

Waterloo Regional Housing
Landlord

Rhonda Sinclair and Brittany Sinclair (the 'Tenants') applied for an order determining that Waterloo Regional Housing (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.

This application was heard by videoconference on January 27, 2026.

Only the Tenants attended the hearing. The Tenants spoke with Tenant Duty Counsel prior to the hearing.

The application was before the Board on January 6, 2026. Only the Tenants attended the hearing. By Interim Order LTB-T-006811-23-IN dated January 12, 2026, the Tenants were directed to amend the application to name the proper Landlord and serve the Landlord with the amended application and evidence. The Tenants were required to file a Certificate of Service once service was completed.

On January 7, 2026, the Tenants uploaded an Ontario Superior Court of Justice Affidavit of Service which states that Tenant Brittany Sinclair served Star Hancock at "Region of Waterloo, 20 Weber Street E, Kitchener" on January 7, 2026 with the application. At the hearing the Tenants stated that Star Hancock was at the front desk at 20 Weber Street E.

The LTB mailed the Notice of Hearing on January 13, 2026 to Waterloo Regional Housing 20 Weber Street E. Kitchener, Ontario N2H 1C3. The Notice of Hearing was not returned as undeliverable.

As of 1:15 p.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. At the hearing, I canvassed the remedies sought by the Tenants. The remedies within my jurisdiction to grant are an abatement of rent of \$2,808.00, out-of-pocket expenses of \$293.19, an order for the Landlord to resolve the cockroach issue, an Order Prohibiting Rent Increase, and an administrative fine.
2. As explained below, the Tenants did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
3. The rental unit is an apartment in an apartment building.
4. This application concerns cockroaches in the rental unit. The application was filed November 4, 2022. I have only considered the Tenants evidence of cockroaches after November 4, 2021, because subsection 29(2) of the *Residential Tenancies Act, 2006* (the "Act") states that an application must be made within one year of the alleged conduct on the application.
5. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to maintain the rental unit and did not fail to comply with maintenance standards.
6. Tenant Brittany Sinclair testified that in April 2021, she first saw a cockroach in the hallway. Some treatments were performed during the summer as well as sealing and caulking around pipes in the rental unit. There was no further issue from July 28, 2021 until November 22, 2021. The Tenants informed the maintenance person at that time that there were more cockroaches that they suspected were coming from the neighbouring unit. The neighbouring unit was treated for cockroaches within a few days, then on December 6, more caulking and sealing was done in the rental unit. On December 7, pest control attended and treated the rental unit. The Tenants followed up with the Tenant support worker in the rental complex. In April, the Tenants again raised a concern to the maintenance person and requested that units be inspected rather than relying on self-reports of cockroaches.
7. The Tenant testified that they found it difficult to sleep because they were worried, and that they were always looking during the day to see if the cockroaches had returned. Tenant Rhonda Sinclair was sleeping when she felt a cockroach on her face which was extremely upsetting.
8. The Tenants' allergies increased, and they needed to buy allergy medications. The Tenants submitted two medical notes (DOC-3558114) in which the doctors describe the Tenants' reports of a cockroach infestation in the neighbouring unit, and the resulting distress of the Tenants. The Tenants also needed to clean more frequently and make sure things were put away and food was covered. The Tenants submitted photographs of bugs that they had trapped in the unit.

9. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), 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.
10. In the present situation, I am satisfied on a balance of probabilities that the Landlord responded to the cockroach problem in the rental unit reasonably. In this case, the Landlord responded to the Tenants' report on November 22, 2021 that there were cockroaches by treating the neighbouring unit within a few days, then they completed caulking and sealing in the rental unit on December 6 and performed pest control treatment for the rental unit on December 7.
11. The presence of cockroaches was understandably extremely distressing to the Tenants, but I cannot find on a balance of probabilities, based on the evidence, that the Landlords acted unreasonably in their attempts to address the issue. From my experience dealing with similar cases at the Board, I find that a treatment may take a few weeks to be effective and if there are cockroaches in a building, there may be re-occurrences of issues between treatments. The Landlord responded quickly to treat the neighbouring unit, then re-sealed and treated the Tenants' unit after their report.

It is ordered that:

1. The application is dismissed.

May 25, 2026

Date Issued

Margo den Haan

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.