



**Order under Section 30
Residential Tenancies Act, 2006**

File Number: LTB-T-008100-25

In the matter of: 810, 33 FALBY CRT
AJAX ON L1S3R3

Between: Keirah Cozens
Joshua McKinnon

Tenants

And

Homestead Land Holdings Limited

Landlord

Keirah Cozens and Joshua McKinnon (the 'Tenants') applied for an order determining that Homestead Land Holdings Limited (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 May 25, 2026.

The Landlord's representative, Ashleigh Searles, and one of the Tenants, Keirah Cozens ("K.C."), attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The parties agreed that the Tenants signed a one-year fixed-term lease commencing February 1, 2025 and ending January 31, 2026. However, the Tenants moved into the unit earlier, on January 18, 2025, and vacated on January 22, 2025, before the original lease start date. It was also agreed that, at the Tenants's request, the Landlord permitted early occupancy and prorated the rent for January 2025. I find that the fixed-term tenancy effectively began on January 18, 2025 and was to end on January 31, 2026, after which it would have continued as a month-to-month tenancy.
3. K.C. testified that she moved into the rental unit on January 18, 2025 and had to vacate on January 22, 2025 because of a cockroach infestation. The parties agreed that the Tenants informed the Landlord of this cockroach infestation on January 22, 2025 and that the Landlord responded on January 23, 2025 via email stating they would be treating the rental unit for the Tenants.

4. However, the Tenants responded to the Landlord's email and informed them that they had already vacated the rental unit.
5. 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.
6. In this case the parties agreed that the Landlord responded to the Tenants' cockroach issue immediately. The Tenants emailed the Landlord on January 22, 2025 and the Landlord responded on January 23, 2025 ready to address the cockroach infestation. However, after receiving a response from the Landlord, the Tenants stated that they had already vacated the rental unit.
7. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) or section 161 of the Act to maintain the rental unit and did not fail to comply with health or maintenance standards.
8. The Landlord adduced evidence at the hearing which supported their position that they treated the rental unit for pests on December 2, 2024, December 16, 2024 and then again on January 23, 2025. Applying the test in *Onyskiw* to this case, it is clear that the Landlord was not in a breach of its maintenance obligation as the Tenants did not allow the Landlord to address her maintenance concerns. The Tenants testified they vacated because the cockroaches were unsafe as she was pregnant and living in the rental unit with her dog. I do not agree with the Tenants that there was serious maintenance breach that forced her to vacate the rental unit. The Tenants failed to adduce any evidence at the hearing to support the cockroach infestation impacting her health so severely that she had to vacate. On a balance of probabilities, it is more likely than not that the Tenants observed cockroaches in the rental unit and determined they would be moving, without taking into consideration that they had signed a fixed term tenancy and without allowing the Landlord to address their issues. Therefore, I must dismiss the Tenants' application.
9. The Tenants also requested the Landlord return their last month rent deposit, however, this is not a remedy available on a T6 application and the Tenants agreed to have this matter addressed on the L10 application currently before the Board.

It is ordered that:

1. The Tenants' application is dismissed.

May 29, 2026
Date Issued

Vishal Nanda
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.