



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-025395-23

In the matter of: 105, 170 PARK RD S
OSHAWA ON L1J4H2

Between: Rebecca Shand Tenant

And

170 Park Road Limited Landlords
Sunrise Property Management

Rebecca Shand (the 'Tenant') applied for an order determining that 170 Park Road Limited and Sunrise Property Management (the 'Landlords'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

Rebecca Shand (the 'Tenant') also applied for an order determining that 170 Park Road Limited and Sunrise Property Management (the 'Landlords') failed to meet the Landlord 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 February 11, 2025, August 11, 2025 and on January 13, 2026.

The Landlord's Agents Davendra Maharaj and Jules Paolozza attended the hearings.

The Landlord Sunrise Property Management's Legal Representative Eric Spalvieri attended at the August 11, 2025 hearings and thereafter.

The Landlord 170 Park Road Limited were not present or represented at the hearing. The Notice of hearings had been served on their property managers, Sunrise Property Management.

The Tenant's Legal Representative Daniel Greanya attended the February 11, 2025 hearing and withdrew their services thereafter.

The Tenant attended all of the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay compensation to the Tenant. The Tenant is also entitled to an ongoing rent abatement.

Request to amend

2. At the outset of the February 11, 2025, hearing the Landlord consented to the Tenant's request to amend their applications found at DOC-4129739.
3. At the January 13, 2026 hearing The Landlord's Legal Representative advised that they were only representing Sunrise Property Management. As a result, Sunrise Property Management was added as a party to this application. They are the property manager for the owners of the building, 170 Park Road Limited.
4. The Tenant occupies a one-bedroom apartment on the first floor with their child and a dog. They have been Tenants for at least 12 years. They reside above the boiler room and the laundry room.

Maintenance Issues

Cockroaches

5. The Tenant reported that there was a cockroach issue in their unit. It was reported to the superintendent and in writing in January 2022. See DOC-4129739, evidence binder part 2, at page 23.
6. They testified that the Landlord sprayed their unit a few months later.
7. The Tenants testified that they reported to the Landlord on September 30, 2022, that there was still a problem with cockroaches.
8. They testified that the Landlord sprayed in November 2022.
9. They testified that they continued to have issues with cockroaches after that, at least until March 2026. See evidence binder 1 pages 8, 11-13,14,15,18.
10. They testified that the issue remains unresolved despite their own efforts to address it as well as the actions of the Landlord.
11. The Landlord's property manager Jules Paolozza testified that they could not recall if pest treatment had been called after the January 2022 maintenance request. They stated that in 2022 there had been many requests to treat for cockroaches from many tenants.
12. The Landlord referred to their evidence found in DOC-6145539. At page 4 is a receipt for treatment for cockroaches on November 29, 2022, for 10 units, including this one. At page 5, is a receipt for treatment on December 21, 2022, for cockroaches for 12 units, including this one. At page 13, a report dated November 16, 2023, that says that this unit was not prepared for treatment.

13. The Landlord testified that they still receive complaints about cockroaches. They characterized this as nothing out of ordinary since every building in Oshawa have roaches.
14. The Landlord testified that they stopped treating the unit after the Tenant refused to cooperate. However, they admitted that the Tenant did provide consent a few days later.
15. On cross-examination, the Landlord clarified that they did permit the superintendent to address emergency repairs. All other requests had to be forwarded to the property manager because the Tenant had sent 4-50 emails harassing the staff. They had also advised the superintendent not to enter the unit after the Tenant disagreed with the quality of the work.

Flooring

16. The Tenant testified that the flooring started to lift in the summer of 2021, describing it like a speed bump in the middle of the living room.
17. They filed a maintenance request with the Landlord on September 30, 2022. They stated that the Landlord conducted an inspection on October 17, 2022. They stated that a repairman tried to rip up the floor and glue it back however that did not resolve the problem. They then came again on November 23, and December 9, 2022. The Landlord attempted repairs while the Tenant was absent during the period December 19-27, 2022.
18. The work remained unsuccessful. In January 2023, the City of Oshawa inspected on February 3, 2023 issued a property standards order for the Landlord to repair the flooring. See Tenant's evidence binder 2 at page 24. They testified that the floor remains uneven. At page 45 is a photo with red tape marking where the floor is uneven so that the Tenant can avoid the hazard.
19. The Landlord testified that they felt it was the Tenant that was not satisfied with the repairs they had done, and that is why they called bylaw. They blamed the Tenant for not cooperating with the repairs. They stated that the City had closed their property standards order.

Electrical Wiring

20. The Tenant testified that they submitted a work order to repair a switch that had caused an electrical shock to their child. They stated that this has not yet been repaired.
21. The Landlord denied that the Tenant has reported any electrical issues. However, at page 22, of the Landlord's book of evidence they provided a copy of the maintenance request in which the Tenant reported that their son had been shocked by a light switch in their bedroom.

Walls and Drywall

22. The Tenant testified that there was water damage to the walls, in their son's bedroom the walls started to crack so that they could see the concrete behind it. They stated that there were gaps between the flooring and baseboards.

- 23. They stated that it took the Landlord several months before this issue was finally resolved.
- 24. The Landlord did not respond to these issues.

Analysis

- 25. 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.
- 26. The Board's Interpretation Guideline 5, entitled Breach of Maintenance Obligations provide that timeliness of repairs depends on a number of factors including the effectiveness of the work undertaken.

Timeliness of response depends on a great number of factors, but principally on the seriousness of the state of non-repair and its possible effects on the tenant and the availability of materials and possibly contractors to do the repairs. The tenant may also be alleging that the repairs attempted by the landlord were ineffective or badly done, which has reduced the value of the unit or left the same problem unremedied. These issues must be addressed directly through evidence and decided by the Member.

- 27. I am satisfied on a balance of probabilities that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair OR maintain the rental unit and failed to comply with housing OR maintenance standards.
- 28. I did not find the Landlord's testimony to be credible nor reliable. Their testimony amounts to hearsay evidence for the most part. They did not call to testify the pest control technicians, or the handyman or any other contractor to explain they work and or repairs that they had undertaken.
- 29. The Landlord admitted that there remains a problem with cockroaches. However, they were dismissive of this on the basis of a bald statement that every building in Oshawa has cockroaches. I did not find that credible.
- 30. The Landlord attempted to shift blame to the Tenant about the floor repairs, however in my view, the fact that the City of Oshawa had to issue a property standards order supports the Tenants view that the work was not satisfactorily repaired.
- 31. It was undisputed that the repairs to the electrical and the walls and drywall had taken months to be resolved. As a result, there is a breach because of the unexplained delays of the Landlord to take immediate action to resolve the. This is particularly concerning where the Tenant's son is being shocked from an electric switch.

Interference with Reasonable Enjoyment

32. In the Tenant's amended T2 application they checked the reason 3, interference with reasonable enjoyment and referred to Schedule A. However, schedule A, amended as of September 11, 2024 fails to provide anything to show what the Landlord has done to interfere with the Tenants reasonable enjoyment of the rental unit.
33. Since the Tenant did not provide any testimony on this issue, the Tenant's T2 application must be dismissed.

Remedies

1. In *Offredi v. 751768 Ontario Ltd.*, 1994 CanLII 11006 (ON SCDC) at paragraph 12, the Divisional Court found that there is no mathematical way in which an appropriate amount of a rent abatement could be determined.

As to the amount of the reduction, the learned judge recognized that there was no mathematical way in which an appropriate amount could be determined. He obviously wrestled with the problem and arrived at the conclusion that 20% was a fair figure in this case to compensate the tenants for the deplorable conditions to which they have been subjected. We can see no justification for our changing that decision, made by the judge who heard the evidence as to those conditions.

34. The Board has a one-year limitation period in accordance with section 29(2) of the Act was explained.

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

35. In *Toronto Community Housing Corporation v. Allan Vlahovich*, 2010 ONSC 1686 (CanLII) the Divisional Court affirmed that the Board may not order a remedy beyond the one-year limitation period.

Accordingly, we conclude that the Board erred in law in allowing an abatement of rent prior to the one-year period preceding the making of the application.

36. The Tenant's applications were filed on April 6, 2023, therefore the Board can only consider a remedy going back 12 months or to April 6, 2022.
37. The Tenant confirms that the walls and drywall were resolved by March 2023.
38. The Tenant confirms that the electrical issue was resolved by February 2023.
39. The Landlord admits that there remains a cockroach issue in the residential complex. The Tenant states that they continue to find evidence of cockroaches in their rental unit to date.
40. There is a dispute as to whether or not the floors have been adequately repaired. The City of Oshawa advised in an email dated March 19, 2024, that they have closed their file in

relation to the property standards order. In my view that is the best evidence from an independent third party that the floors have been adequately repaired.

41. The Landlord submitted that the applications be dismissed because of the Tenants actions to refuse to comply with the Landlord's direction so that work could be done. In the alternative the Landlord submitted that since they could not recall what remedies had been requested that none should be awarded.
42. On the second point, the Landlord's legal representative was present on August 11, 2025 when the Tenant testified regarding the remedies and was afforded every opportunity to cross-examine the Tenant on them. To suggest on January 13, 2026 that because they do not recall what was requested that none should be ordered is an absurd result.
43. I do not agree that the Tenant has substantially interfered in the Landlord's ability to effect repairs. The tenant was even absent December 19-27, 2022. The repair was substandard and that led to a property standards order.
44. The Landlord did not provide proof of what instructions if any had been given to the Tenants to prepare a unit for cockroach treatment. They also did not have their pest control technician testify. The Landlord admits there remains a cockroach problem. As a result the pet control treatment appears to be ineffective, and not because of anything that the Tenant has done. The Tenant may have been frustrated that the Landlord kept using the same pest control company to no avail and may have preferred that the Landlord try a different company. The refusal of entry, the Landlord admitted was short-lived, a few days. Therefore, in my view this did in any meaningful way obstruct the Landlord from treating for cockroaches.
45. I must consider what is fair in all the circumstances. The parties did not provide case law on an appropriate remedy or to show what may have been ordered by the Board in past decisions.
46. In *Beauge v. Metcap Living Management Inc.*, 2012 ONSC 1160, the Divisional Court stated that the Board could not make an order for a remedy that had not been requested in the application or in an amended application.

In the circumstances and without any amendment to the relief claimed, it was unfair to the landlord to make such an award without adequate notice and without proper submissions. This denial of procedural fairness constitutes an error of law. Therefore, that part of the Board's order awarding \$3,000.00 for stress damages is set aside.

Rent abatement

47. The Tenant requested a total rent abatement. The amount is calculated based on a various percentage of rent for each issue.
48. The Tenant requested a rent abatement of 15% for 12 months for the cockroach issue. In my view this is a reasonable amount. Since the issue remains ongoing, I would award a rent abatement from April 2022 to the date of this order; total 50 months equals \$3,346.64.

49. The Tenant requested 25% rent abatement for one month for the electrical issue. This is a serious issue that endangered the safety of the Tenant and the occupants and ought to have been rectified as an emergency repair. It was not and the Landlord took a month to affect the repairs. In the hearing, despite evidence to the contrary they denied it had been reported to them. As a result, the delay warrants the 25% request; an amount of \$209.17 shall be ordered.
50. The Tenant requested 20% for six months for the walls and flooring. In my view it would be more appropriate to award 15%, which is reasonable. This also required intervention by the City of Oshawa to have the flooring repaired. In my view these repairs were not timely. Therefore, an amount of \$753.00 shall be ordered.
51. At the hearing, the Tenant did not pursue remedy 2, therefore no amount shall be ordered.
52. At the hearing, the Tenant requested compensation under remedy 4 in the amount of \$1,131.54 for out-of-pocket expenses. This is broken down as \$94.00 for a bedbug inspection, \$395.50 for cockroach spray and \$461.04 for caulking paid for by the Tenant. In my view, the cockroach spray is reasonable, the issue of bedbugs was not pursued and there was no explanation for why caulking was required or why the Tenant undertook this work and did not request the Landlord do it. Therefore, an amount of \$395.00 shall be ordered.
53. At the hearing the Tenant requested compensation of \$1,000.00, under remedy 5. However, this remedy is reserved to compensate a tenant for future expenses where the Board permits a tenant to do the repairs themselves. Therefore, since the Tenant did not seek permission for future repairs, no amount shall be ordered.
54. At the hearing, the Tenant requested compensation for out-of-pocket expenses under remedy 8. However, in the amended application the Tenant did not request compensation, therefore no amount can be ordered.
55. The Tenant requested general damages in the amount of \$7,500.00 for pain and suffering the family has suffered living in the unit. They have endured stress of never knowing the next time they would find a cockroach on their pillow. They submitted that they had to clean the unit after their holidays, and when the superintendent showed up, they stated that if it was such a big deal, then the Tenant should leave.
56. I accept the oral testimony of the impact of living through these issues has had on them. Although there was no medical documents to show the impact of stress, in my view this is not fatal given that the Landlord was afforded every opportunity to cross examine the Tenant on their remedies.
57. In my view, general damages in the amount of \$5,000.00 is reasonable. The Tenant has endured a prolonged issue with cockroaches that the Landlord appears to treat on a monthly basis if required and one that the Landlord dismisses because every building in Oshawa has cockroaches.

58. In addition, I have determined that an ongoing rent abatement of 5% is warranted for the continuing cockroach issues. The Landlord admits the problem is ongoing. Therefore, until the Landlord can fully resolve the problem, or that the Tenant does not report a live siting of cockroaches in their rental unit period of three consecutive months, the Tenant shall be entitled to an ongoing 5% rent abatement.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$9,703.81. This amount represents:
 - \$4,308.81 for a rent abatement
 - \$395.00 for the reasonable out-of-pocket expenses the Tenant has incurred; and
 - \$5,000.00 in general damages.
2. The Landlords shall pay the Tenant the full amount owing by June 21, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by June 21, 2026, the Landlord will owe interest. This will be simple interest calculated from June 22, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlords do not pay the Tenant the full amount owing by June 22, 2026, the Tenant may recover this amount by deducting it from the lawful rent until such time as the amount has been repaid.
5. Commencing July 1, 2026, the Tenant is also entitled to a further 5% rent abatement until such time as the Landlord fully resolves the cockroach issue, or that the Tenant does not report a live siting of cockroaches in their rental unit for a period of three consecutive months.
6. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 10, 2026
Date Issued

Robert Patchett
Vice Chair, 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.