



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

File Number: LTB-T-064669-24

In the matter of: 2A, 112 CRAWFORD ST
TORONTO ON M6J2V4

Between: Paeden Hepburn Tenant

And

Alvaro D'Antonio Landlord

Paeden Hepburn (the 'Tenant') applied for an order determining that Alvaro D'Antonio (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 November 26, 2025.

The Landlord, the Landlord's legal representative, Amala Drypal, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities that the Landlord failed to meet the Landlord's maintenance obligations. Therefore, the application is dismissed.
2. The Tenant alleged that the Landlord failed to properly address a bed bug issue at the rental unit between June 2024 and August 2024.
3. I am not satisfied that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair or maintain the rental unit or residential complex, or that the Landlord failed to comply with health, safety, housing or maintenance standards.
4. 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.

5. The Tenant moved into the rental unit in early June 2024. The Tenant testified that on June 7, 2024, the Tenant discovered bed bugs and bites and immediately informed the property manager. I accept that the Tenant experienced bed bug activity and that the issue was upsetting and disruptive to the Tenant.
6. However, the evidence does not establish that the Landlord knew or ought reasonably to have known about a bed bug issue before June 7, 2024. The Tenant believed the issue must have existed before the Tenant moved in, given how soon the issue arose after moving into the rental unit. I do not find that this belief, without more, proves that the Landlord had prior knowledge of a bed bug infestation or failed to act before receiving notice from the Tenant.
7. After receiving the Tenant's complaint, the Landlord arranged pest control. The Tenant acknowledged in cross-examination that they received a preparation sheet, and that the Landlord addressed the initial complaint promptly. The evidence before me shows that the Tenant reported the issue on June 7, 2024, received the preparation sheet on June 10, 2024, and that treatment was arranged for June 12, 2024.
8. The Tenant continued to report activity after the first treatment. The Landlord responded by relaying information from pest control that some activity may be expected between the first treatment and the follow-up treatment. The Landlord also advised the Tenant not to continue using an additional powder treatment because it could interfere with the pest control treatment already arranged by the Landlord. I find that these communications were consistent with the Landlord continuing to respond to the issue, not ignoring it.
9. The evidence also shows that a follow-up treatment was arranged for early July 2024. The Abell report dated July 3, 2024 records that a bed bug follow-up service was performed, that all areas of concern were inspected, and that pesticide was applied to the interior perimeter of the unit and hallway, as well as the legs and underside of the bed frame. The report also noted no sanitation concerns and no structural concerns at the time of service.
10. The Tenant relies on the opinion of the Tenant's own pest control contractor, who inspected the rental unit on July 17, 2024 and indicated that there was moderate activity in the bedroom and that the prior treatment may not have been completed properly. I have considered that evidence. However, I am not satisfied that it proves the Landlord failed to meet their maintenance obligations. The report does not establish that the Landlord failed to arrange the July follow-up treatment, particularly in light of the Abell report confirming that follow-up treatment was completed. The report also does not establish that the Landlord's decision to use Abell, or the treatment plan being followed, was unreasonable.
11. I also find it significant that the Tenant decided to arrange private treatment and did not advise the Landlord after July 17, 2024 that the Tenant had arranged another treatment before it was completed. The Tenant later informed the Landlord on August 8, 2024 that the Tenant had hired a pest control company, paid for treatment, and continued to experience concerns. The Landlord then asked for the name of the company and arranged a reinspection. This further supports a finding that the Landlord continued to respond when new information was provided.
12. The Tenant testified that the Landlord's response was delayed. I do not accept that the evidence establishes an unreasonable delay. The first report was made on a Friday, June

7, 2024. The evidence shows that the Landlord communicated with the Tenant, arranged pest control, provided preparation instructions, and scheduled the first treatment for June 12, 2024. The Landlord then arranged a follow-up treatment in early July. In the circumstances, I find that the Landlord's response was reasonable.

13. The Tenant also testified that the Landlord did not treat all units in the residential complex. The evidence shows that the Landlord arranged treatment for the Tenant's unit and the hallway. The Tenant did not provide sufficient evidence to establish that the other units were infested, that the Landlord had received complaints from other units, or that the Landlord's decision not to treat all units at that time was unreasonable.

14. While I accept that the Tenant experienced bites and discomfort, the presence of bed bugs alone does not establish a breach of subsection 20(1) of the Act. The issue is whether the Landlord responded reasonably after being notified of the problem. For the reasons above, I find that the Landlord did.

It is ordered that:

1. The application is dismissed.

June 12, 2026
Date Issued

Colin Elsby
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.