



Order under Section 30 Residential Tenancies Act, 2006

Citation: Scarborough v State Building Group, 2026 ONLTB 46777

Date: 2026-06-24

File Number: LTB-T-019716-25

In the matter of: 319, 65B EMMETT AVE.
TORONTO ON M6M2E5

Between: Pamela Scarborough Tenant

And

State Building Group Landlord

Pamela Scarborough (the 'Tenant') applied for an order determining that State Building Group (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 4, 2026.

The Landlord's legal representative David Ciobotaru, the Landlord's agent Anthony Pukas, and the Tenant attended the hearing.

Determinations:

Preliminary Issues

Particulars (Reasons and Details)

1. The Landlord's legal representative raised a preliminary issue and made submissions that the Tenant's application lacks specific reasons and details that would enable the Landlord to adequately respond to the allegations.
2. The Tenant's application alleges, "I have had cockroaches since May 2024.", and states that the issue is ongoing. The Tenant filed an amended application to include an allegation that there have been issues with mice in the rental unit since July 2025.
3. The Tenant's application notes pest issues relating to cockroaches since May 2024, and mice since July 2025. The Tenant's application notes that the issues are ongoing.

4. The Tenant's amended application clearly lists the two issues being alleged and provides the date each issue is alleged to have started. The Tenant submits that the issues are ongoing.
5. While the Tenant's application is not detailed, there is sufficient information that the Landlord had enough information to provide evidence and respond to the Tenant's allegations. Therefore, the Landlord's request that the application be dismissed for a lack of particulars was denied.

Summons

6. The Tenant raised the issue that she had served a summons on the Landlord's agent Anthony Pukas (AP). The Tenant did not pay the Landlord's agent the attendance money required when a summons is served.
7. The Landlord's agent is named on the Tenant's application and attended the hearing. Documents were served by the Landlord and accordingly I am satisfied that even despite attendance money not being paid, there was compliance with the summons.
8. Since the Landlord's agent was named on the application AP was called to testify by the Landlord during the proceedings, and the Tenant had the opportunity to cross examine AP.

T6 Application

9. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.

Tenant's Evidence

10. The Tenant Pamela Scarborough (PS) testified that she has had cockroaches in her rental unit since 2024 and has consistently, if not monthly, requested pest control treatments which the Landlord has refused.
11. PS first testified that she began complaining about cockroaches in January or February and the Landlord committed to performing pest control treatments in the entire building in March which were not completed until April. PS clarified that the issue actually began in May of 2024, and she contacted the Landlord using a work order.
12. PS gave evidence that historically when she had to request pest control, she would complete a work order at the office and within a week a pest control treatment would be performed.
13. PS submitted a letter dated July 21, 2024, which is the first evidence of any complaint to the Landlord about cockroaches that was tendered at the hearing. In the letter PS writes, "As you are aware, I have been getting treatment for cockroaches every 2 weeks for the last 2+months.". PS also complains that the continuous treatment is unreasonable and requests an update about the Landlord's "escalated corrective action".
14. In August 2024, the Tenant made a complaint to the City of Toronto by-law in relation to the cockroach issue.

15. PS also submitted various e-mails and communications to the Landlord evidencing her request for pest control treatments up to November 25, 2025. E-mails from February and March 2026 were also submitted showing PS cancelled a treatment appointment in January 2026, and that there are still ongoing discussions about subsequent treatment appointments.
16. While not every e-mail submitted at the hearing has been addressed in this order, the entirety of the communications submitted by PS have been considered.
17. PS testified that she had no reason to keep track of all of her work orders or requests for treatment and could not recall how many times her rental unit was treated for cockroaches.
18. PS gave evidence in relation to the circumstances surrounding some of the e-mail communications and testified that the Landlord would often not reply to her e-mails. PS also testified that “Brittany” or “Anthony” would commit to performing pest control treatments but, would either not schedule treatments or perform other work such as filling holes and gaps that were believed to be contributing to the issue.
19. PS’s evidence is that because of medical limitations she cannot move furniture and is unable to prepare her rental unit for pest control treatments without assistance or sufficient prior notice to obtain assistance.
20. PS also testified about an issue with mice in the rental unit and submitted an e-mail dated August 28, 2025, which is the first notification to the Landlord about an issue with mice.
21. PS also submitted three videos taken on July 20, August 28, August 29, and August 30, 2025, showing a mouse in the rental unit. Two e-mails from PS dated March 25 and April 23, 2026, advises that a mouse was discovered in the rental unit and requests the mouse be removed and traps replaced.
22. PS further testified that Anthony came to fill holes and requested a dead mouse be removed from the rental unit in early 2026 evidenced by an e-mail from PS dated March 25, 2026. PS’s evidence is that the superintendent came to remove the dead mouse and also checked the living room for signs of mice.
23. The Landlord’s pest control treatment reports were put to PS during cross examination. PS disputed some the reports on the basis of clerical errors however, the reports reflect the following:

Treatment Date	Activity Level	Unit Prepared	Pest
July 28, 2024	No live activity	50-59%	Cockroaches
August 16, 2024	No live activity	80-89% prepared	Cockroaches
October 4, 2024	“Low”	80-89% prepared	Cockroaches
October 29, 2024	No live activity “Few dead ones found”	70-79% prepared	Cockroaches

November 22, 2024	No live activity	70-79% prepared	Cockroaches
December 13, 2024	"No access"	-	Cockroaches
December 16, 2024	No live activity	0% prepared	Cockroaches
January 3, 2025	No live activity	80-89% prepared	Cockroaches
April 4, 2025	No live activity	0% prepared	Cockroaches
July 3, 2025	No live activity	0% prepared	Cockroaches and Mice
July 31, 2025	No live activity	"Prepared"	Mice
September 11, 2025	No live activity (Roaches); 2 Bait stations emptied	90-100% prepared	Cockroaches and Mice
October 23, 2025	Moderate	70-79% prepared	Mice

24. The proposition was put to PS that after treatments were performed and no live activity was found by the pest control company then that must suggest that the treatments were effective. PS disputed this assertion testifying that the pest control company spends "two and a half" minutes spraying but that is not sufficient time to conclude that there are no live cockroaches in the rental unit.
25. During the hearing there was only one photograph submitted showing two roach traps with approximately 4 dead roaches and PS explained that the number of photographs should not be the measure by which the issue is determined, and the photograph simply proves that she did have a cockroach issue.
26. PS acknowledged during cross examination that in December 2025, after PS continued making complaints, the Landlord engaged a different pest control company who performed a "flush and spray" in PS's rental unit on December 10, 2025.
27. The same company engaged on December 10, 2025, returned in April 2026.

Landlord's Evidence

28. Anthony Pukas (AP) testified that he is a property manager and has been in that capacity for approximately 3 years. The residential complex where PS resides is a multi-unit complex with 420 rental units.
29. AP explained that generally, when the Landlord receives a complaint about pest issues the Landlord's pest control company is contacted and scheduled for inspections and treatments. AP's evidence is that tenants are provided with paperwork containing instructions for preparing their rental unit for treatments.

30. AP also testified that the pest control company used by the Landlord has been engaged to provide pest control services since before AP became a property manager for the Landlord. AP gave evidence that the pest control company used by the Landlord has achieved “good results”, and AP has not had complaints from other rental units about cockroaches.
31. AP’s evidence is that the Landlord does not make determinations as to the type of treatment a rental unit receives (gel, dust, spray), and leaves the decision about the most suitable type of treatment to the pest control company.
32. AP further testified that during the involvement of Toronto by-law enforcement, the Landlord provided copies of the pest control invoices and queried the Landlord’s ongoing obligations to perform pest control treatments when the reports show “no live activity”. AP’s evidence is that the by-law enforcement officer’s advice was to, “leave it to pest control to make the decision”.
33. AP gave evidence that when PS would make a complaint the Landlord would send the pest control company monthly or sometimes twice per month, but after multiple attendances at the rental unit with reports noting, “no live activity”, AP questioned the necessity of continued treatments.
34. AP also provided context in relation to the clerical errors in some of the pest control reports noting that the pest control company often comes to treat multiple rental units, and some of the reports list “warranty” because the pest control company will return for a follow-up visit.
35. AP’s testimony also referenced the pest control reports that noted PS has not all ways prepared the rental unit for treatment as required. AP believes that PS’s lack of preparedness may have contributed to the Landlord’s ability to effectively treat and resolve the cockroach issue.
36. During cross examination AP’s answers were evasive and at times, confrontational. When AP was asked if he would agree that the mice and cockroach issue had not been resolved he answered, “If we’re still treating it then it’s not resolved. We can only treat if the unit is prepared properly.”.
37. When AP was asked about e-mail communications and PS’s perceived lack of responses, AP passed responsibility to “Brittany” for answering communications, asserted he was unaware of Brittany’s responses or replies to PS, and failed to directly answer whether some of PS’s e-mails did not receive a reply.
38. When asked about a specific e-mail and letter, AP asserted that he was performing two roles at the time and responded to PS’s follow-up communication promptly.
39. AP denied that PS did not get pest control treatments in a “timely manner” testifying that in January 2025 when PS was calling regularly and insisting on treatment, the previous pest control treatments still needed time to take effect and the reports from the pest control company indicated, “no live activity”.

Analysis

40. The Act sets out the Landlord's maintenance obligations in section 20:

20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

41. PS's application is brought pursuant to section 29(1), 1. of the Act which provides:

29 (1) A tenant or former tenant of a rental unit may apply to the Board for any of the following orders:

1. An order determining that the landlord has breached an obligation under subsection 20 (1) or section 161.

42. There was insufficient evidence at the hearing to prove on a balance of probabilities that the rental unit was not fit for habitation, nor that it failed to comply with health, safety, housing and maintenance standards.

43. PS did not submit evidence that the rental unit was deemed uninhabitable by any municipal or other regulatory authority. Further, the issue of pests did not cause PS to vacate the rental unit, nor was there evidence that the issue was so severe that it would render the rental unit uninhabitable.

44. I also do not find that PS has proven that the rental unit failed to comply with health, safety, housing or maintenance standards. The parties did not dispute that PS called Toronto By-law enforcement however, PS did not submit copies of any by-laws that were contravened and there was no evidence that a by-law infraction notice was issued. There is insufficient evidence to find that the Landlord was not in compliance with health, safety, housing and maintenance standards.

45. When considering whether the rental unit was in a good state of repair, PS asserts that the pest issues persist, and at times she was ignored by the Landlord when requesting pest control treatments. PS submits that the Landlord failed to respond to her and failed to follow through with treatments.

46. The Landlord's representative submits that when PS requested pest control treatments, the Landlord scheduled treatments for PS's unit. When PS requested that a different pest control company the Landlord acquiesced to the request.

47. The Landlord's representative also noted PS's inconsistent preparation of the rental unit and referenced the decision in *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, asserting that the Landlord cannot be found to be in breach of the Act given the Landlord's ongoing efforts to resolve any issues.

48. 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.
49. The Board also considered the issue of a persistent cockroach infestation in SOT-03000-19 (Re), 2019 CanLII 126915 (ON LTB). The facts in SOT-03000-19 are strikingly similar to this matter in that the landlord attempted to address a cockroach issue in a tenant's rental unit, there were varying degrees of preparedness, the landlord performed numerous pest control treatments over a period of three years, and many of the treatment report notes state, "no live activity".
50. AP testified similarly to "D.M.", the landlord's witness in SOT-03000-19:

"D.M. also noted that whenever a technician finds no evidence of live activity, it is not necessary to conduct a follow-up treatment. Nonetheless, the company will attend and conduct a treatment regardless of prior activity at the request of a tenant or the landlord."

SOT-03000-19 (Para. 11)

51. While prior orders of the Board are not binding, and the facts in SOT-03000-19 are distinguishable because the tenant in SOT-03000-19 was actively frustrating the landlord's efforts to eradicate the issue, I find that the circumstances are similar, and the reasoning applied by the Member in that matter is persuasive to my determinations.
52. The Member in SOT-03000-19 also referenced *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477 in their reasons, and goes on to articulate the principles of applying a contextual approach when considering the Landlord's response to a maintenance defect. The Member also decides that issues persisting over a lengthy period of time require "a dynamic, as opposed to a fixed, interpretation."
53. In SOT-03000-19 the Member also references a section of the Board's Interpretation Guideline 5 which affirms the contextual, dynamic approach stating:
- "If a landlord has done little maintenance for an extended period, and a serious condition results that takes some time to rectify, the landlord should be responsible for the tenants' loss of use of their unit or the common facilities during the repairs. However, if the landlord has a reasonable program of maintenance, including preventative maintenance, and is acting responsibly to rectify a problem that requires extensive repairs, an abatement of rent should not be ordered."
54. The Landlord's pest control efforts were well documented and despite the persistence of the issue, the Landlord continues to perform pest control treatments which was evidenced by the parties' communication in early 2026.

55. PS failed to submit photographs to accompany her requests for pest control that would substantiate the severity of the issue, and while I am satisfied that PS had both cockroaches and mice on occasions during the tenancy, PS's assertion that there was an ongoing, unresolved, cockroach problem cannot be reconciled when considered against the pest control reports that consistently note, "no live activity".
56. Further, when considering *Onyskiw v. CJM Property Management Ltd.*, the decision in SOT-03000-19, and Interpretation Guideline 5, the Landlord performed consistent pest control treatments since July 2024, despite reports stating there was no live activity discovered. While PS asserted that she was dissatisfied with the Landlord's level of communication, the issue is the Landlord's response to the maintenance problem not the sufficiency of communication to PS.
57. The Landlord acted promptly, reasonably, and diligently to address the pest issues. There is insufficient evidence to determine the severity of the issue and the minor delays asserted by the Tenant are not unreasonable when considered in the context of the Landlord's ongoing efforts.
58. Accordingly, I do not find that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit.

It is ordered that:

1. The Tenant's application is dismissed.

June 24, 2026
Date Issued

Kyle McGraw
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.