



Order under Section 69 / 88.1 Residential Tenancies Act, 2006

Citation: Amiraco Properties Inc. v Skrobacz, 2026 ONLTB 49184

Date: 2026-06-29

File Number: LTB-L-010932-26

In the matter of: 804, 2545 LAUZON RD
WINDSOR ON N8T3H9

Between: Amiraco Properties Inc. Landlord

And

Amanda Skrobacz Tenant

Amiraco Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Skrobacz (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on May 19, 2026.

The Landlord's witness, Sarah Decaire-Kjarsgaard, the Landlord's agent, Charlotte Williams, the Tenant and the Tenant's representative, Tori-Lee Jenkins, attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Substantial Interference

3. On December 17, 2025, the Landlord gave the Tenant an N5 notice of termination alleging that the Tenant had substantially interfered with the Landlord's lawful rights, privileges and interests, as well as reasonable enjoyment by filing a false maintenance request regarding bed bugs resulting in the Landlord incurring a cost of \$83.76 for a pest control inspection.
4. The Landlord's witness, Sarah Decaire-Kjarsgaard ('SDK') testified that she is the Landlord's property manager. On July 3, 2025, she received a request for a pest control treatment for bed bugs from the Tenant. When SDK asked the Tenant to send a copy of the bed bugs, the Tenant sent forwarded a picture from the internet [Doc 7949829, page 7]. SDK inspected the unit on July 11, 2025 but found no evidence of bed bugs or any other insects.
5. On July 15, 2026, the Tenant forward another photograph of a bedbug [Doc 7949829, page 12] insisting that the unit be treated as soon as possible. Although SDK arranged for a pest control inspection, she advised the Tenant that if the pest control technician found no evidence of bed bugs, the cost of the inspection would be charged back to the Tenant.
6. SDK produced a copy of the pest control company's service report dated July 28, 2025 [Doc 7949829, page 17] which states "no activity noted". As such, the amount of the pest control inspection of \$58.76 [Doc 7949829, page 19] and the Landlord's administration fee of \$25.00 [Doc 7949829, page 20] was charged to the Tenant.
7. The Tenant testified that when she saw a bedbug in the unit, she immediately flushed it down the toilet, purchased bedbug spray and powder and proceeded to launder what she could. Since she did not take a picture of the bedbug, she found a picture on the internet that was similar to what she had seen and sent it to SDK. She stated that the second photograph she sent SDK was the bedbug she found on the kitchen floor on July 15, 2025.
8. The Tenant stated that it was due to her efforts to rid the unit of bedbugs (i.e. spray, power, laundering) that the pest control technician did not find any evidence of them. She stated that SDK told her that she might be charged for the pest control inspection but that she had never been charged in the past. Furthermore, her lease requires her to file a maintenance request whenever pests are discovered in the unit which is exactly what she did.

Analysis

9. I am not satisfied that the Tenant's behaviour, namely requesting a pest control inspection, interfered, let alone substantially interfered with the Landlord's reasonable enjoyment of the residential complex, or the Landlord's lawful rights, privileges or interests. SDK did not challenge the Tenant's evidence that her lease requires her to file a maintenance request if pests are discovered in her unit. I find it reasonable that the Tenant's immediate efforts (i.e. disposing of the bedbug, spraying and applying bedbug powder and laundering) likely resulted in the pest control technician finding no activity of bed bugs. In my view, the lack of bed bug activity in the unit does not confirm that the Tenant filed a false report.
10. Given my findings, there is no basis to order reimbursement of inspection costs.
11. The Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 29, 2026

Date Issued

Karen Gonçalves

Member, Landlord and Tenant Board

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