



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-051123-25

In the matter of: 31 JUNEWOOD CRES
NORTH YORK ON M2L2C3

Between: Xue Ying He Landlord

And

Tapankumar Bhikhabhai Prajapati Tenant

Xue Ying He (the 'Landlord') applied for an order to terminate the tenancy and evict Tapankumar Bhikhabhai Prajapati (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 7, 2026.

The Landlord's Agent Wanling He and the Landlord's Legal Representative Yun Tao Li and the Tenant and the Tenant's Legal Representative Sassam Emam attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on September 16, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$6,000.00. It was due on the 15th day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to September 16, 2025 are \$24,394.52.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82

8. The Tenant is entitled to an abatement of rent of \$10,000.00. This amount will be deducted from the amount owing to the Landlord.
9. The Tenant raised two issues under section 82 of the Act and sought a 100% abatement for each issue.
10. The Tenant testified that he received the keys to the rental unit on April 15, 2025, and moved in 4 or 5 days later on April 20, 2025. The Tenant testified that he discovered insects upon moving in and informed his agent. He testified that he spent two nights in the rental unit and after the second night discovered that he was covered in bedbug bites. He testified that on April 25, 2025, he sent a picture to the Landlord's Agent with pictures of the bites. The Tenant did not introduce any photographs of bedbugs, instead relying on photographs of the bites and his testimony that he had spoken with his mother, who is a doctor, about the issue.
11. He also testified that he told his Agent to contact the Landlord on April 25, 2025, and inform them that he was moving out due to pest issues, he confirmed that he had already left the rental unit by this time. The Tenant testified that he only remained in the rental unit for 3 or 4 days before he vacated to stay with friends, and left a number of belongings in the rental unit, including a piano which was destroyed after insects got inside of it.
12. The Tenant testified that he did not know what happened between his Agent and the Landlord, however he received a reply on May 8, 2025, that the Landlord could not do anything.
13. The Tenant relied on a number of videos depicting ants, spiders, and house centipedes (DOC-6252754, DOC-6252755 and DOC-6252760) all of which were filmed on April 25, 2025.
14. The Tenant also directed me to consider a control report from Elimenx Pest Management dated June 15, 2025 which describes the rental unit as containing plenty of spiders, carpenter ants, centipedes, millipedes, and mice activity in the basement and main floor and a significant and developing number of bed bugs within the bedroom.
15. The Tenant also relied on a second pest control report from Elimenx Pest Management dated August 20, 2025, which describes similar findings.
16. The Tenant testified that the Landlord agreed to send a pest control technician, however they did not attend until May 22, 2025, and only spent 5 or 10 minutes in the rental unit before leaving. The Tenant testified that he was at work during this visit, so he sent a friend to the unit to observe the treatment.
17. The Tenant also testified that there was no electricity in the rental unit. He testified that he did not notice the lack of electricity until he returned to the rental unit around the end of May 2025 to check on his belongings and subsequently called the Landlord's Agent and discovered that that Landlord has not paid for electricity for the last 8 months. He testified that this phone call occurred around May 23 or May 24, 2025, but could not recall the exact date as it had been one year since this conversation occurred. He also testified that he contacted his own agent, about the lack of electricity around the end of May 2025.

18. The Tenant explained that he had contacted the electricity provider at the start of the tenancy to set up his account and had been informed that he could not do so because the previous owner still owed funds. He testified that he was informed it would take 2-3 business days and did after 3 days he did not follow up and thought that everything was sorted out.
19. He testified that there was no electricity in the rental unit when the pest control technician attended on May 22, 2025.
20. The Tenant relied on a video recorded by his friend Ilian Dow which he testified depicts the rental unit without electricity. The Tenant claimed that he vacated on September 16, 2025, and there was no electricity in the rental unit at the time that he vacated.
21. The Tenant testified that he asked the Landlord to end the lease agreement, which they were prepared to do, however the Landlord refused to return the Tenant's first and last month rent deposit.
22. A witness for the Tenant Ilian Dow also testified at the hearing. He explained that he was present for the pest control visit on May 22, 2025. He testified that he believed an agent of the Landlord also attended with the pest control technician. He also testified that he remembered that the pest control technician tried to turn on a light while he was at the property and it would not turn on, as there was no electricity in the rental unit at the time.
23. He also testified that the Tenant called both their Agent and the Landlord's Agent about the lack of electricity in the rental unit on speakerphone and he overheard this conversation.
24. He testified that he took the video of the rental unit depicting the lack of electricity, but could not recall when it was filmed.
25. An Agent for the Landlord Wanling He also testified at the hearing. She is the Landlord's real estate agent who was responsible for dealing with issues related to the tenancy.
26. She testified that she received a message about the alleged bedbugs in the rental unit on April 25, 2025, which was the first time that she became aware of the alleged pests in the rental unit. She testified that on April 25, 2025, the Tenant's agent Jason contacted her about bedbugs in the rental unit and explained that the Tenant wanted out of the lease agreement. She testified that she did not receive notice that there was no electricity in the rental unit and could not recall a phone call from the Tenant or their agent about the electricity.
27. She relied on text messages between herself and the Landlord discussing setting up a pest control treatment for the rental unit. The Landlord's Agent also relied on photographs of the rental unit taken on May 20, 2025, which clearly depict exterior lights on at the rental unit, and photographs taken on September 19, 2025, which depict the fridge in the rental unit, which clearly has power as the interior light is illuminated.
28. The Agent also testified that the Landlord has a pest control inspection performed on May 22, 2025. She relied on an invoice from Cain Pest Control dated May 22, 2025, which indicates "No signs of mice or bedbug activity past or present" She testified that she did not recall the Tenant calling to make her aware that they had their own pest control contractor attend the rental unit

Analysis

29. I am satisfied on a balance of probabilities that there were pests in the rental unit. While the Tenant did not introduce any pictures of bedbugs and only relied on photographs of the alleged bites he received, I am prepared to accept the two inspection reports completed by Elimenx Pest Management from June 15, and August 20, 2025, and note that they appear to be slightly more comprehensive than the report relied on by the Landlord from Cain Pest Control which appears to be an invoice with brief notes added. Additionally, I am prepared to accept the testimony of the Tenant's friend that this visit by Cain Pest Control was brief rather than comprehensive. Additionally, while the photos relied on by the Tenant do not depict a full blown infestation, they do clearly depict multiple types of insects within the rental unit.
30. I also note that while the pests were reported on April 25, 2025, it was nearly one month before the Landlord had the unit inspected for pests by Cain pest Control on May 22, 2025. I am not satisfied that this is a reasonable or timely response, especially as the infestation was allegedly so severe it had caused the Tenant to remove themselves from the rental unit.
31. I am not however, satisfied that the Tenant has demonstrated that the pests were so extensive that they warrant a 100% rent abatement.
32. I also note that the Tenant did not give the Landlord a reasonable opportunity to mitigate the pests, as they had already left the rental unit by the time they made the Landlord aware of them. Additionally, while the Tenant had their own pest control inspections performed, I am also prepared to accept the testimony of the Landlord's Agent, that this information was not shared with her or the Landlord. Therefore, it appears that the Landlord was operating under the assumption that pests had been reported and the unit assessed by a contractor who discovered no signs of an infestation, past or present.
33. Therefore, while I am prepared to accept that there were pests within the rental unit, I am not satisfied that a 100% abatement is warranted and instead find that an abatement of \$1000.00 is appropriate.
34. With respect to the electricity, there is less clear evidence before me. The Tenant was unable to recall exactly when the electricity in the rental unit was off and I am prepared to accept the photographs relied on by the Landlord which clearly depict power to the rental unit on May 20, 2025 and September 19, 2025.
35. I am also prepared to accept the Tenant's testimony that he contacted Toronto Hydro to have the electricity account transferred into his name and did not follow up after this request. I also accept that the Tenant was informed that the account could not be transferred into his name until the outstanding balance of the previous account holder had been settled.
36. The video taken by Mr. Dow does appear to depict the rental unit without electricity, however it was unclear exactly when this video was taken, or the cause of the lack of electricity at that time. While the Landlord's Legal Representative alleges that the last frame of the video depicts a light being turned on, I disagree with this interpretation. It

appears to me that the last frame simply depicts the camera focused on a light coloured/painted area of the rental unit, rather than the Tenant turning on the lights.

37. Therefore, I am prepared to accept that there was a period between May 20, 2025, and September 19, 2025, during which the electricity to the rental unit was interrupted. I also accept that the Landlord was or ought to have been aware of this interruption. Mr. Dow testified that the pest control technician was unable to turn on a light when he attended on May 22, 2025, and the Tenant testified that there was no electricity in the rental unit when he vacated on September 16, 2025.
38. I also find it unlikely that the Tenant, who had clearly been attempting to end the lease agreement between the parties since April 2025 would neglect to inform the Landlord or the Landlord's Agent that the unit had lost electricity. This is supported by the testimony of the Tenant and Mr. Dow who testified that he had overheard the conversation between the Tenant and the Landlord's Agent.
39. However, while I am prepared to accept that there was a period during which the unit was without electricity, I note that the Tenant had already left the rental unit by this time and was only retuning intermittently to look in on their belongings. I also note that it was the Tenant's own testimony that they did not follow up with Toronto Hydro after requesting the electricity account be transferred into their name as they had assumed that everything was sorted out.
40. Therefore, while I am prepared to accept that there was an interruption in the electricity to the rental unit for an undetermined period between May and September 2025, I am not satisfied that this warrants a 100% rent abatement.
41. I am also not satisfied that the issues raised by the Tenant constitute a serious breach and note that the Tenant has already vacated the rental unit, therefore mandatory refusal of eviction does not apply in this circumstance. Additionally, though the lack of electricity is a serious matter, it appears that any impacts on the Tenant were significantly mitigated as they had already vacated the rental unit, without an intent to return, after discovering pests within the rental unit in April 2025.
42. Therefore, as the Tenant had already departed from the rental unit, without the intent, to return and without allowing the Landlord adequate time to remedy the pest issue before vacating, I am not satisfied that it would be appropriate to consider the lack of electricity in the empty unit a serious breach of the Landlord's obligations, and note that the Tenant did not follow up with Toronto Hydro themselves, after assuming that the account had been transferred to their name.
43. Accordingly, while I accept that the lack of electricity within the unit justifies compensation, I find that an abatement of \$9000.00 is appropriate to recognise the months between May and September that the unit was without power.
44. With respect to payment of the arrears, I note that after paying first and last month rent the Tenant had made no further payments to the Landlord who has now waited in excess of one year to collect the rent owed for this unit, accordingly I am satisfied that a standard order for arrears only is appropriate.

45. The Landlord collected a rent deposit of \$6,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
46. Interest on the rent deposit, in the amount of \$63.70 is owing to the Tenant for the period from April 15, 2025, to September 16, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 16, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$8,516.82. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit and the rent abatement/rebate awarded to the Tenant is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before July 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026 at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Reid Jackson
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$24,394.52
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$6,000.00
Less the amount of the interest on the last month's rent deposit	- \$63.70
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$10,000.00
Total amount owing to the Landlord	\$8,516.82