Order under Section 30
Residential Tenancies Act, 2006

File Number: LTB-T-071887-24

In the matter of: 1007, 120 SHELBORNE AVE
Toronto ON M6B2M7

Between: MYRA BRACHFELD, MOSES BRACHFELD — Tenants

And

MEDALLION CORPORATION — Landlord

MYRA BRACHFELD and MOSES BRACHFELD (the 'Tenants') applied for an order determining that MEDALLION CORPORATION (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 March 10, 2026.

The Landlord's Agent, Mila Magpayo, the Landlord's Legal Representative, Samuel Korman, the Landlord's Witness, Rick Chard, the Tenants, the Tenants' Legal Representative, Chaim Shainhouse and the Tenants' Witness, Elaine Brodie attended the hearing.

Determinations:

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

2. The Tenant, Moses Brachfeld ('MB') testified that he began noticing bedbugs in his rental unit on or about November 10, 2022. MB testified that between November 10, 2022 and September 14, 2023, the Landlord did not adequately treat the rental unit for bedbugs. MB testified that while he informed the Landlord of bedbugs on several occasions and the Landlord treated the unit, the bedbugs were not eliminated until the Tenants engaged their own pest control company to perform a heat treatment of the rental unit in September 2023.

3. MB testified that he complained of bedbugs on November 10, 2022, November 16 2022, January 4, 2023, June 23, 2023, June 28, 2023, July 23, 2023, August 21, 2023, August 22, 2023, August 23, 2023, August 25, 2023, August 28, 2023, September 3, 2023, September 4, 2023, September 5, 2023, September 6, 2023, and September 7, 2023. MB

testified that he subsequently hired Just Bugs Inc to perform a heat treatment at the rental unit on September 14, 2023, which he alleges resolved the bedbug issue.

4. MB also testified that the Landlord had treated the rental unit on November 15, 2022, November 29, 2022, December 19, 2022, January 16, 2023, July 4, 2023, July 21, 2023, August 30, 2023, and September 11, 2023.

5. MB testified that an inspection was performed on September 26, 2023 and confirmed that there were no signs of active bedbugs in the rental unit. The Tenants submit that based on an email dated September 21, 2023 from Adam Sherkin ('AS'), a pest control technician from Just Bugs, the unit was effectively treated via the heat treatment done by Just Bugs on September 14, 2023. The Tenants also rely upon a statement made by AS in his September 21, 2023 email stating that bedbugs "were present before the heat treatment. These are photos to prove it your landlord will see from all the fecal marks around your apartment."

6. The Tenants' Witness, Elaine Brodie ('EB') testified that the residential complex previously had a bad bedbug unit and that her unit had been treated for bedbugs in August 2022. However, the mere presence of bedbugs in 2022 does not establish the Landlord's failure to adequately treat the rental unit. EB's testimony was largely unrelated to the issue alleged in this application as it was related to a pest control issue in the residential complex which was not claimed in the Tenants' application which focused primarily on a pest control issue within the Tenants' rental unit.

7. The Landlord's Witness, Rick Chard ('RC'), who is the Landlord's pest control consultant, testified that the Landlord's standard practice is to perform chemical spray treatments. RC testified about the Landlord's process for performing spray treatments. RC testified that heat treatments often do not prevent future proliferation of bedbugs as chemical treatments do.

8. The Landlord's Agent, Mila Magpayo ('MM') testified that the Landlord has an arrangement for monthly pest control within the common areas of the residential complex. MM confirmed that the Landlord had engaged Terminix to perform treatment on the rental unit on the dates alleged by the Tenants above.

9. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to maintain the rental unit and did not fail to comply with health, safety, housing or maintenance standards.

10. 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.

11. In this case it was undisputed that the Landlord had engaged a professional pest control company to perform chemical spray treatments of the rental unit within two weeks of each complaint, often within a few days of the Tenants' reports of pest control issues. The unit was professionally treated each time the Tenants complained of bedbugs. As a result, I

was not satisfied that the Tenants have proven that the Landlord did not respond reasonably to the Tenants' requests for treatment. Rather, it appears the Landlord acted with reasonable due diligence to address the bedbugs in a timely manner each time the Tenants reported bedbugs in the rental unit.

12. With regards to whether the unit was effectively treated by the Landlord's spray treatment on September 11, 2023 or the Tenants' subsequent heat treatment, I find the Landlord's witness testimony to hold more weight than the email provided by the Tenants which could not be cross-examined.

13. While the email from AS states that bedbugs were present based on fecal material found in the unit, even if I were to accept this hearsay evidence, I am not satisfied that the mere presence of bedbug fecal matter was sufficient to show that the Landlord had not effectively treated the unit for bedbugs on September 11, 2023. It was not clear whether there was any live activity or whether the fecal matter pre-existed the Landlord's September 11, 2023 treatment and AS was not present to testify about any presence of live bedbugs.

14. Based on the evidence before me, I was not satisfied that the Tenants have met the burden of proof to demonstrate that the Landlord has breached its maintenance obligations. As a result, the Tenants' application is dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

July 2, 2026
Date Issued

_____
Christopher Lin
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.