Order under Section 30
Residential Tenancies Act, 2006

File Number: LTB-T-056677-25

In the matter of: 1, 503 Mario Street
Hawkesbury Ontario K6A3W3

Between: Mireille Jean-Louis — Tenant

And

Chen Long Chen — Landlord

Mireille Jean-Louis (the 'Tenant') applied for an order determining that Chen Long Chen (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006*, or failed to comply with health, safety, housing or maintenance standards (hereafter referred to as the 'T6 Application').

This application was heard by videoconference on May 26, 2026.

The Tenant, the Tenant's Legal Representative, Vanessa Allard-Beauchamps, the Tenant's Witness, François Leroux, and the Landlord attended the hearing.

Determinations:

Request to Combine Applications

1. At the start of the hearing, the Tenant sought that the matter be adjourned in order to have the T6 Application heard alongside the application LTB-L-089364-25, through which the Landlord applied for an order to terminate the tenancy and evict 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 (hereafter referred to as the 'L2 Application').
2. The Landlord was opposed to the Tenant's request, and sought for the T6 Application to proceed as originally scheduled, on May 26, 2026.

3. Rule 1.6c) of the Board's *Rules of Procedure* reads as follows:

> *In order to provide the most expeditious and fair determination of the questions arising in any proceeding the LTB may:*
> *[…]*
> *join applications or hear applications together where it is fair to do so.*

4. Having reviewed both the T6 Application and the L2 Application, I do not find that that it would be fair, in all of the circumstances, to have these applications heard at the same time. While they certainly involve the same parties, these applications pertain to separate and distinct material facts.

5. As the parties do not risk facing inconsistent outcomes by having the T6 Application and the L2 Application heard separately, and as the Board as an obligation to adopt the most expeditious method of determining the questions arising in a proceeding,[1] I denied the Tenant's request to have the T6 Application and the L2 Application heard together.

6. Accordingly, the T6 Application proceeded to be heard.

T6 Application Amendment

7. The Tenant sought to amend the T6 Application in order to clarify the remedies they were requesting. Specifically, the Tenant was seeking:

   - A thirty percent (30%) rent abatement from July 2024 to the date of the hearing,
   - The amount of $6,436.70 for the reasonable costs that the Tenant has incurred to repair or replace the property that was damaged as a result of the Landlord's actions.

8. The Landlord was not opposed to the Tenant's amendment request. Instead, they intended to dispute the merits of their claim.

9. Accordingly, on the basis of the submissions before, and pursuant to subsection 200(1) of the *Residential Tenancies Act, 2006*, I granted the Tenant's request to amend their T6 Application.

Agreed Facts

10. The parties agreed that the Tenant moved into the rental unit on June 1, 2026.

11. The parties agreed that the lawful monthly rent was in the amount of $964.45 until December 31, 2025, and was duly increased to $984.70 as of January 1, 2026.

[1] Section 183 of the *Residential Tenancies Act, 2006*.

T6 Application

12. As explained below, the Tenant partially proved some of the allegations contained in the T6 Application on a balance of probabilities. Therefore, the Landlord must pay the Tenant the total amount of $4,408.75, on or before August 15, 2026.

a) Tenant's Evidence

13. The Tenant testified that they first noticed the presence of cockroaches in the rental unit on September 20, 2023.

14. The Tenant stated that they proceeded to advise the Landlord of the cockroach issue either during the month of September 2023, or October 2023, after another tenant of the residential complex had also discussed similar issues with the Tenant.

15. The Tenant contacted a pest control company in order to confirm if the insects they were seeing throughout their rental unit were indeed cockroaches, as it appears from a copy of the estimate from *Herb'o'Dem*, dated November 6, 2023 (DOC-5974681, page 12 of 36; Exhibit 1).

16. The Tenant indicated that the Landlord advised them that they could proceed in moving out of the rental unit if they so chose, due to the cockroach infestation.

17. The Tenant stated that the Landlord, thought their Superintended, provided the Tenant with traps for cockroaches, which they believe were bought at Canadian Tire.

18. As they felt that the Landlord had failed to take adequate measure to address the cockroach issue, the Tenant indicated that they proceeded to contact the City of Hawkesbury's by-law enforcement services (hereafter referred to as the 'City') to advise them of the ongoing infestation.

19. The Tenant indicated that following their complaint to the City, the City proceeded to investigate the matter, as it appears from a copy of the complaint form, service request and occurrence report #89507 from the Corporation of the Town of Hawkesbury obtained by the Tenant through their FOI request #A17-269 (DOC-5974681, pages 3 to 11 of 36; Exhibit 2, *in bundle*).

20. The Tenant indicated that the City's internal investigation led them to issuing an *Order to Remedy Violation of Maintenance and Occupancy* against the Landlord, following an inspection of the residential complex on November 16, 2023, as it appears from a copy of the Order to Remedy Violation of Maintenance and Occupancy, dated November 29, 2023 (DOC-5974681, pages 1 and 2 of 36; Exhibit 3).

21. The Tenant stated that as the Landlord continued to fail to duly address the ongoing infestation, the City proceeded to secure the services of a pest control company and invoiced the Landlord.

22. The Tenant recalled that the pest control company secured by the City proceeded to conduct two (2) treatments of the residential complex (which includes the rental unit).

23. The Tenant suggested that the treatments were not necessarily efficient, as the Tenant occupying the lower-level unit had refused to allow the treatments to take place in their unit.

24. Despite the two (2) aforementioned treatments, the Tenant continued to notice the presence of cockroaches throughout the rental unit. They therefore advised the Landlord that the issue was not resolved.

25. The Tenant indicated that, as the Landlord had continued to ignore or adequately treat the cockroach infestation, they were required to purchase new appliances such as refrigerators, and a stove as excrement from the cockroaches were found within the appliances (Exhibit 2).

26. The Tenant stated that they incurred expenses in the amount of $6,436.70, which represents:

    - $1,412.49 for a stove, as it appears from a copy of the invoice #18547158 from *Tanguay*, dated May 14, 2024 (DOC-5974681, page 13 of 36; Exhibit 4).

    - $1,569.40 for a mattress, as it appears from a copy of the invoice #09064GBDUEZ, from *The Brick*, dated September 6, 2024 (DOC-5974681, page 15 of 36; Exhibit 5),

    - $3,454.81 for a refrigerator and bedframe, as it appears from a copy of the invoice #03155GBYQTG, from *The Brick*, dated March 15, 2025 (DOC-5974681, page 14 of 36; Exhibit 6).

27. The Tenant therefore sought for the Board to award them a rent abatement of thirty (30%) between the month of July 2024, and the date of the hearing, along with the amount of $6,436.70 for the costs incurred to replace their belongings.

Landlord's Evidence

28. The Landlord described the residential complex, which they purchased in 2021, as being comprised of two (2) residential units, with the Tenant residing in the upper-level unit.

29. The Landlord stated that they were aware that the tenant occupying the lower-level unit had health issues, as it appears from a copy of the medical note dated June 28, 2007 (DOC-8027711; Exhibit 7). They took this into consideration when considering treatment options to address the cockroach infestation.

30. The Landlord agreed that there was an ongoing cockroach infestation between September 20, 2023, through the month of July 2024. They submit that they were never advised by the Tenant that the issue was ongoing following the month of July 2024.

31. The Landlord indicated that after the Tenant advised them of the cockroach issue during the month of September 2023, they arranged to have bait-traps delivered to the rental unit on September 30, 2023, as it appears from a copy of the note signed by the Tenant on September 30, 2023, acknowledging the receipt of such traps (DOC-8027672; Exhibit 8) The Landlord elected to use such traps to address the Tenant's concerns in order to limit potential health risks to the lower-level tenant.

32. The Landlord indicated that they had been cooperating with the City throughout 2023 and 2024. They were under the impression that the City would complete the required pest control treatments and that the issue was resolved.

33. The Landlord recognized that the City had indeed contracted a pest control company on behalf of the Landlord, and had proceeded to send the corresponding invoices to the Landlord.

34. The Landlord stated that the City had facilitated six (6) treatments of the rental unit, through their chosen pest control contractor. The Landlord contacted the assigned by-law officer and was advised, during the month of July 2024, that the tenant occupying the lower-level unit would need to allow access to their unit for adequate treatments of the cockroach infestation to take place.

35. The Landlord indicated that they cannot control the way that tenants live, nor can that control their level of cooperation with pest control treatments. They submit that they could not have acted differently.

36. Under cross-examination, the Landlord agreed that they had advised the City on July 11, 2024, that they were trying to facilitate access to the lower-level unit for pest-control treatments to take place, which led them to serving the tenant residing in the lower-level unit an N5 notice of Termination, as it appears from a copy of the N5 Notice of Termination dated July 12, 2024 (hereafter referred to as the 'N5 Notice'; DOC-8027701; Exhibit 9).

37. Under cross-examination, the Landlord reiterated that despite serving the N5 Notice, they were unaware of ongoing cockroach issues in the rental unit.

38. Under cross-examination, the Landlord agreed that they had offered the tenant of the lower-level unit alternate accommodations to facilitate the pest control treatments.

39. Under cross-examination, the Landlord agreed that they did not appeal the Order to Remedy Violation of Maintenance and Occupancy (Exhibit 3). The Landlord stated that they could not abide by the deadlines set out in the order as they were abroad at the time.

40. The Landlord's Witness, François Leroux (hereafter referred to as 'F.L') testified that they are a friend of the Landlord, whom they assist with respect to the management of the residential complex and the dealing of maintenance issues, which includes the cockroach infestation forming the basis of the T6 Application.

41. F.L stated that they visited the lower-level unit of the residential complex twice since the month of July 2024. They found the unit to be very clean and never saw any cockroaches or other pests within the unit. The tenant occupying the lower-level unit had never complained to them about cockroach issues.

42. F.L indicated that the Tenant advised them on or around the month of January 2026 that they were once again experiencing a cockroach infestation. Prior to that, the Tenant had not advised them of any ongoing infestation between the month of July 2024 and December 2025. They were under the impression that the cockroach issue was resolved as they had been to the rental unit a few times, and the Tenant had not reported any ongoing pest issues.

43. F.L stated that the Tenant had not advised them of their need or intent to replace their appliances.

44. F.L indicated that they were aware that the tenant residing in the lower-level unit had refused certain pest control treatments in their unit due to certain chemical products being used impacting their medical situation.

45. Under cross-examination, F.L stated that they had only conducted summary inspections of the lower-level unit. They had not opened the appliances or closets to check for the presence of cockroaches.

Analysis

46. Subsection 20(1) of the Act reads as follows:

> **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.

47. For greater clarity, in *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal for Ontario rejected the position that a landlord is automatically in breach of its obligation to maintain and repair under subsection 20(1) of the Act as soon as an interruption in service occurs or the unit is in need of repair. The Court found that the reasonableness of a landlord's response and conduct to the maintenance issue(s) is a factor in deciding whether a breach occurred and whether a remedy ought to be awarded to the tenants[2].

48. While the intervention of the City and the issuance of the Order to Remedy Violation of Maintenance and Occupancy, dated November 29, 2023 (Exhibits 2 and 3) are certainly indicative of the Landlord's failure to take reasonable steps to address the cockroach issue of their own accord, it is important to note that the Tenant filed their application with the Board on July 4, 2025, and that pursuant to subsection 29(2) of the Act "no application may be made […] more than one year after the day the alleged conduct giving rise to the application occurred."

49. As such, the events that occurred prior to July 4, 2024, may be contextual in nature, but would not be subject to any remedies.

50. On the basis of the evidence and submissions before me, I am satisfied, on a balance of probabilities, that the Landlord failed to meet their obligations under subsection 20(1) of the Act by failing to take reasonable steps to treat and eliminate the cockroach infestation.

51. Indeed, the testimony from the Tenant was cogent, consistent, and credible, and supported by independent and contemporaneous documentary evidence (Exhibits 1, 2, and 3). I also note that the Landlord themselves recognized that there was an ongoing cockroach infestation between September 20, 2023, through the month of July 2024.

[2] *Interpretation Guideline 5: Breach of Maintenance Obligations*.

52. Although the Landlord claimed that they were not notified of any issues following the month of July 2024 and were therefore unaware that the issue had not been resolved, I did not find them to be credible. Indeed, their testimony was contradicted by their prior communications with agents of the City (Exhibit 2) – the authenticity of which they did not dispute – through which the Landlord acknowledges on July 17, 2024, that they were unable to complete treatments as the tenant of the lower-level units had been refusing to cooperate with the intended contractor.

53. The Landlord's subsequent service of the N5 Notice to the tenant of the lower-level unit, on the basis that they had refused "treatments […] designed by [an] exterminator" and that this refusal had "impacted [the] the reasonable enjoyment ad [rights] of the other tenants and landlord" is further demonstrative of the Landlord's own recognition that further treatments were required to resolve the cockroach issue.

54. Yet, the Landlord did not attempt to schedule any further treatments within the residential complex, and allowed the N5 Notice to be voided[3] with no further action.

55. Such conduct from the Landlord is antonymous to their obligation to take reasonable steps to address the ongoing pest control issue.

56. As I am satisfied that the Tenant has faced an ongoing cockroach infestation and that the Landlord failed to take reasonable steps to address the aforementioned infestation, I find that the Tenant is entitled to a rent abatement.

57. Pursuant to the evidence and submissions before me, and having knowledge of similar cases, I find that the Tenant is entitled to a rent abatement of twenty percent (20%) from July 4, 2024, to May 26, 2026, which equates to a total of $4,408.75. This amount takes into consideration the length of the delay, the Landlord persistent failure to address the cockroach, and the inconvenience faced by the Tenant.

58. Although the Tenant found the presence of cockroaches within the stove and oven range (Exhibit 2) and on or around their refrigerator, bed, and mattress, I do not find that the replacement of these appliances and furniture items to be reasonable under the circumstances (Exhibits 4, 5, and 6).

59. Indeed, in accordance with section 16 of the Act, the Tenant had a duty to mitigate their damages. While the presence of cockroaches within such appliances and furniture items can certainly be distressing, there was no evidence that these appliances ceased to operate as intended due to the presence of the cockroaches, or that the furniture could no longer be used.

60. The Tenant provided no reasonable explanation as to why these appliances and furniture items could not be cleaned as opposed to needing to be replaced. I am therefore not satisfied that the Tenant had to incur costs of $6,436.70 (Exhibits 4, 5, and 6).

61. Accordingly, the Tenant's request for the Landlord to pay the Tenant the amount of $6,436.70 as reasonable costs that the Tenant has incurred to repair or replace the property that was damaged as a result of the Landlord's actions, is denied.

[3] Subsection 64(3) of the *Residential Tenancies Act, 2006*.

62. While I note that the Tenant had also raised concerns regarding bedbugs in their application, they led no evidence during the hearing with respect to this issue. As such, I am not satisfied that the Landlord failed to meet their maintenance obligations with respect to an alleged bed bug issue. Therefore, no remedies were awarded in this regard.

It is ordered that:

1. The Landlord shall pay the Tenant the total amount of $4,408.75, which represents a rent abatement for the period ending May 26, 2026.
2. The Landlord shall pay the Tenant the full amount owing by August 15, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by August 15, 2026, the Landlord will owe interest. This will be simple interest calculated from August 16, 2026, at 4.00% annually on the balance outstanding.

July 28, 2026
Date Issued

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Alexandre Traboulsi
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.