



**Order under Subsection 87(1)  
Residential Tenancies Act, 2006**

**Citation:** 650 Parliament Residences v Farizi, 2024 ONLTB 21595

**Date:** 2024-03-25

**File Number:** LTB-L-041832-22

LTB-T-046036-22

LTB-T-010615-22

**In the matter of:** 1818, 650 Parliament Street  
Toronto Ontario M4X1R3

**Between:** 650 Parliament Residences Landlord

**And**

Foad Farizi Tenant

650 Parliament Residences (the 'Landlord') applied for an order requiring Foad Farizi (the 'Tenant') to pay the rent that the Tenant owes. (L1 application, LTB-L-041832-22)

The Tenant applied for an order determining that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. (T2 Application, LTB-T-046036-22)

The Tenant also applied for an order determining that 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. (T6 application, LTB-T-010615-22)

These applications were heard by videoconference on January 24, 2024. The Tenant attended the hearing. The Landlord was represented at the hearing by Charlie Bobrowski.

**Determinations:**

*Tenant's Position*

1. The grounds for the Tenant's applications are analogous. The applications allege there was a bed bug infestation in the unit since December 23, 2021.

2. He reported the infestation to the management but was dissatisfied with the response and the effectiveness of the treatment efforts, which included multiple exterminations.
3. The infestation caused Tenant significant distress, both physically and psychologically, impacting his living conditions and his professional life as a healthcare provider due to concerns about spreading the infestation.
4. The Tenant sought to terminate his tenancy early due to the untenable living conditions and requested a rent abatement to compensate for the period during which the unit was infested.
5. The Tenant expressed frustration with the management's lack of communication and viable alternatives, feeling forced to vacate the unit without a clear resolution.

#### Landlord's Position

6. The Landlord acknowledges the bed bug infestation but contends that they responded appropriately and in a timely manner to the Tenant's complaints by implementing a series of extermination treatments.
7. The Landlord presented treatment reports indicating that the infestation's activity level was low following the treatments, and no live bed bugs were found during the final inspections.
8. The Landlord believes they took reasonable and effective steps to address the infestation and that Tenant's request for termination of the tenancy and rent abatement is unwarranted given the circumstances.

#### Analysis

9. Pursuant to subsection 20(1) of the Act, 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.
10. In the case *Onyskiw v. CJM Property Management, 2016 ONCA 477 (Onyskiw) (CanLII)*, the Court of Appeal for Ontario determined that a contextual approach should be adopted when considering a landlord's potential breach of subsection 20(1) of the Act and a breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances.
11. When I take a contextual look at the circumstances, I find the Landlord acted reasonably with respect to the bed bugs in the unit.
12. According to both parties the unit was treated for bed bugs on the following dates:

- December 30<sup>th</sup>, 2021
- January 13<sup>th</sup>, 2022
- January 27<sup>th</sup>, 2022
- February 17<sup>th</sup>, 2022

13. The Landlord provided a copy of the treatment reports after each treatment. The treatment reports December 30, 2021, and January 13, 2022, show a low level of bed bug activity in the unit. After the third treatment on January 27, 2022. The treatment report showed there was no activity.
14. Despite no activity after January 27, 2022, the Landlord arranged a fourth treatment February 17, 2022. The report after that treatment showed no bed bugs in the unit.
15. I find the Landlord acted diligently in this instance. The bed bugs were first reported December 21, 2021, and the Landlord acted with expediency to get the unit treated December 30, 2021. While the first treatment did not remediate the problem three other treatments were arranged to ensure the problem was resolved.
16. Since the Landlord acted reasonably and diligently, the Court of Appeal says the Landlord is not in breach of its obligations under the act. Therefore, the Tenant's applications are dismissed.

#### *L9 Application*

17. The Tenant did not pay the total rent they were required to pay for the period from February 1, 2022, to February 28, 2022. The lawful rent is \$1,395.00. It is due on the 1st day of each month.
18. The Tenant vacated the rental unit February 28, 2022.
19. The Landlord also seeks rent for the period March 1, 2022, to March 31, 2022, because the Tenant did not because the Tenant did not give 60 days notice prior to vacating.
20. The Tenant claims he left because of the bed bugs. I do not give effect to this argument. I have already found the Landlord was not in breach of his maintenance obligations with respect to the bed bugs. Further, the bed bug activity was low. The Tenant's pictures of the bed bugs were of singular bed bugs. I would not characterize it as an infestation that justifies terminating the tenancy early.
21. I find the Landlord is entitled to be paid rent for the period February 1, 2022, to March 31, 2022.

22. At the hearing it was determined there was a \$1405.00 deposit being held by the Landlord. This amount, and interest owed from the deposit collected February 1, 2021, will be deducted from the amount owed to the Landlord.
23. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$5.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which were returned NSF.
24. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

**Regarding the Tenants' applications:**

1. The Tenant's applications are dismissed.

**Regarding the Landlord's application:**

2. The Tenant shall pay to the Landlord \$1,529.00 This amount includes rent arrears owing up to February 28, 2022, and the cost of the application and unpaid NSF charges less the deposit and interest owing to the Tenant on the deposit.
3. If the Tenant does not pay the Landlord the full amount owing on or before April 5, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 6, 2024, at 7.00% annually on the balance outstanding.

**March 25, 2024**

**Date Issued**

\_\_\_\_\_  
Bryan Delorenzi

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.

**File Number:** LTB-L-041832-22  
LTB-T-046036-22  
LTB-T-010615-22

2024 ONL TB 21595 (CanLII)