



Order under Subsection 30 Residential Tenancies Act, 2006

Citation: Noel v Homestead Land Holdings Ltd., 2023 ONLTB 62722

Date: 2023-09-20

File Number: LTB-T-013666-23

In the matter of: 811, 2493 Lakeshore Boulevard West Etobicoke
ON M8V1C7

Between: Spencer Noel Tenant

And

Homestead Land Holdings Ltd. Landlord

Spencer Noel (the 'Tenant') applied for an order determining that Homestead Land Holdings Ltd.(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 August 22, 2023.

The Landlord's representative Lindsay Faria and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The Tenant moved into the rental unit November 15, 2021 and still resides there.
3. The rental unit is an apartment within an apartment building.

The Facts

4. On December 14, 2022 the Tenant noticed bed bugs in his apartment. He had bites on his skin and located bed bugs in his couch. The next day, December 15, 2022 the Tenant notified the Landlord by phone about the problem. The Landlord was already aware of the

issue as other units had reported the presence of bed bugs, so they already had a technician scheduled to attend the rental complex on December 19, 2022.

5. The Tenant was given instructions regarding how to prepare for the technician's visit, which he followed.
6. On December 19, 2022 a bedbug technician attended the rental unit and treated for bed bugs. When the Tenant returned to his unit he was concerned about the thoroughness of the treatment as none of his possessions appeared to be moved, and the bed and couch did not seem to be sprayed.
7. On January 5, 2023 the bedbug technician returned to the rental unit and did a second treatment. The Tenant explicitly asked the Landlord to have the technician spray the areas where the bed bugs were concentrated and put sticky notes on those areas to identify them for the technician. After returning to his rental unit the Tenant was once again concerned about the thoroughness of the treatment as none of his possessions seemed to be moved.
8. On January 9, 2023 the Tenant called the Landlord and informed them that there were still bed bugs in his unit. He was informed by the Landlord that it may take a few days for the bed bugs to die after a treatment.
9. On January 11, 2023 the Tenant hired two third party inspectors to come to his unit. Those inspectors came from the companies "Bed Bug Heat Relief" and "Bugs Heat Terminator". Both of those inspectors confirmed the presence of bed bugs and recommended heat treatment as opposed to the treatments that the Landlord's technician had been doing. The Tenant provided the inspection reports to the Landlord.
10. On January 13, 2023 the rental complex's super intendent and a pest control technician entered the rental unit and told the Tenant they could not locate any active bed bugs. However, the Tenant testified that there were still bed bugs in his unit at that time.
11. On January 15, 2023 the Tenant hired "Bed Bug Heat Relief" to do heat treatment. The Tenant testified that this resolved the bed bug issue.
12. The Tenant is a fire fighter and testified that the bed bugs were an extreme problem for him because if he brought bed bugs to work it would shut down his fire station. As such, he felt forced to pay for somewhere else to live during the time that his rental unit had bed bugs.
13. Muhammad Bilal ('M.B') is a technician with HomePro Pest Control ('HomePro'). This is the company that was hired by the Landlord to address the bed bug issue in the rental complex. The Landlord also has an ongoing contract with this company to do preventive treatment in the rental complex. M.B testified that HomePro has been in the industry for 15 years and M.B has worked for the company for 3 years.

14. M.B testified that bed bug treatment typically requires at least two treatments but can take up to 4-6 treatments. He also testified that treatments should be at least two weeks apart because the treatment is not effective on unhatched eggs, so you must treat again to kill the remaining bugs once they hatch.
15. M.B testified that the notes of his colleague who did the December 19, 2022 treatment indicate that no bed bug activity was found in the rental unit. M.B personally did the January 5, 2023 treatment and also found no evidence of bed bugs. M.B did a follow up inspection on January 13, 2023 and his notes reflect that there was no live activity noted but a few dead bed bugs were found. M.B recommended to the Landlord waiting a few more days to see if there are any more reports of activity or bites and then it would be determined how to move forward. However, this recommendation was not communicated to the Tenant.
16. M.B testified that his observations of the rental unit were that the infestation was in its initial stages. M.B testified that his observations of the rental unit did not suggest that heat treatment was required at that time. He testified that his company does not do heat treatment but will refer clients to companies that do after 5-6 unsuccessful treatments.
17. M.B testified that the Tenant's couch and bedframe were sprayed during the treatment but legally pest control companies cannot spray cushions or bed sheets because those items come into direct contact with skin. Instead, those items must be washed by the customer.

Analysis

18. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit, or to keep it fit for habitation, and did not fail to comply with health, safety, housing, or maintenance standards.
19. 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.
20. I find that the Landlord responded to the Tenant's complaint about bed bugs in a reasonable and timely manner. The Landlord had a technician attend 4 days after the Tenant's initial complaint. The company that the Landlord hired has 15 years experience in the industry. The observations of the company were that the infestation was in its initial stages, and they did not recommend heat treatment at that time. While the Tenant hired a company who came to a different conclusion, I do not find it unreasonable for the Landlord to rely on the advice of the company they hired and have a long-standing relationship with. The Landlord also likely would have done more treatments if needed, but the Tenant only

waited 10 days after the second treatment before hiring his own technician. The advice that the Landlord received is that 14 days needed to pass before any further action should be taken.

21. While it is regrettable that beg bug treatment can be a lengthy process, and understandable given the Tenant's job why he was particularly concerned, I do not find the Landlord's actions unreasonable in this case. As such, I do not find that the Landlord breached their maintenance obligations under section 20(1) of the Act.

It is ordered that:

1. The Tenant's application is dismissed.

September 20, 2023

Date Issued

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

Amanda Kovats

Member, Landlord and Tenant Board

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