

NO	CASE	DATE	ADJUDICATOR	CLAIMANT	OUTCOME	LEGAL CLAIM	AWARD	CAUSE	DETAIL CLAIM	EVIDENCE	PREP. ISSUE	CONTROL ISSUE	RENT ARREARS	EXPERT	MISSING?	EVALUATION	APPRAISAL	SCORE	RATING (P/F)	EXPERT TYPE			
1	37735	2009	E.FELLMAN	T	L	MAINTENANCE DEFICIENCY	0	ADJUDICATOR CONSIDERS LANDLORDS ACTIONS ADEQUATE. TENANT REFUSED SECOND TREATMENT CONSIDERED TO BE WITHIN STANDARDS	DAMAGES TO FURNITURE BY SPRAYING IT.	PUBLIC HEALTH LEAD SPECIALIST INSPECTED UNIT. DIDN'T FIND ANY EVIDENCE	0	0	1	LEAD PUBLIC HEALTH. CONFLICT OF INTEREST.	NO DETAILS OF TIME SPENT TREATING UNIT. NO MENTION OF ANY PREPARATION ISSUES.	THE FACT THAT THE LEAD SPECIALIST FROM PHN INSPECTED IS NOT PROOF THAT THERE IS NO INFESTATION. INAPPROPRIATE SPRAYING OF FURNITURE CREATED ANGST IN TENANT. REFUSED SECOND TREATMENT. SHOULD HAVE BEEN REIMBURSED FOR THIS.	FLAWED DECISION		0	F	LPH		
			SCORE				0		0	0	0	0	0	0	0	0			0	F			
2	79045	2009	C.CLESLIE	T	T	INTERFERENCE WITH ENJOYMENT	RENT ABATEMENT, COST OF PESTICIDES, MOVING COSTS	LANDLORD IGNORED ISSUE WHEN TENANT DID NOT REQUEST SECOND TREATMENT THEY HAD ADVISED TENANT TO "LET THEM KNOW WHEN READY" BUT NO OTHER FOLLOW-UP	TENANTS INITIALLY DID NOT ADVISE THE LANDLORD BUT TRIED TO HANDLE ALONE.		0	-1	-1	NO	NO EXPERT WITNESS TO ASSESS SITUATION	ON BALANCE, SLANTED IN FAVOUR OF TENANTS.	LANDLORD ACCOUNTABILITY WAS THE MAIN FOCUS HERE. NOT UNREASONABLE, BUT TENANT ENDURANCE ACCEPTED, BUT NOT THAT OF LANDLORD			A			
			SCORE						1	0	1	0	0	0	0	0			3	P			
3	86704	2009	C.MINDAY	T	L	MAINTENANCE DEFICIENCY - INTERFERENCE WITH ENJOYMENT	0	CONSIDERED HABITABLE AND REASONABLE ACTIONS BY LANDLORD	INFESTED AT TIME OF MOVE-IN	STRONG BUT NOT USED PROPERLY	0	-1	-1	LANDLORD PEST FIRM BUT TESTIMONY WAS INCORRECT FACTUALLY	TENANT DID NOT HAVE EXPERT	INCORRECT EVIDENCE BY FIRM'S TECHNICIAN SAYS DID NOT SPREAD BETWEEN UNITS, BUT MUST BE CARRIED. ADJUDICATOR CONSIDERED THIS COMMON AND THAT THE LANDLORD DID HIS BEST. VERY BAD DECISION	FLAWED DECISION			F	LPC		
			SCORE						-1	-1	-1	0	0	-1	0	-1			-5	F			
4	13731	2010	I.VAN DELFT	T	T	HARASSMENT, BED BUG CLAIM WITHDRAWN	0	UNRELATED TO BED BUGS			0	0	0			PLED ON OTHER CLAIMS, WITHDRAWN				-5	F	0	
REVIEW			SCORE				0	0	0	0	1	0	0	0	0	0			0	N			
5	13735	2010	G.BITTU	T	L	MAINTENANCE DEFICIENCY, ENJOYMENT OF PROPERTY	0	CASE NOT PROVEN. INSPECTIONS BY EXPERT	7200	Nothing found in spite of inspections, but was treated at least 7 times. Preparation issues, but item about "moving mattress" is flawed.	-1	-1	-1	YES PEST CONTROL FIRM EXPERT DM	NO DETAILS OF TIME SPENT TREATING UNIT. TREATING SO MANY TIMES WITHOUT EVIDENCE IS ILLEGAL AND POOR PRACTICE	LANDLORD FIRM SEEMED MORE CREDIBLE THAN TENANT, BUT FLAWS IN HOW THIS WAS HANDLED. HOW MANY TIMES WAS UNIT PROPERLY PREPARED?	NOT A GOOD DECISION AS EVIDENCE WAS FLAWED. LANDLORD REPORT MORE CREDIBLE.			0	N	LPC	
			SCORE				0		0	0	-1	0	0	1	-1	1			0	F			
6	13782	2010	L.MCMASTER	T	L	MAINTENANCE	0	CASE NOT PROVEN. INSPECTIONS BY EXPERT	no amount mentioned	nothing found in spite of inspections, checked adjacent units				YES PEST CONTROL FIRM EXPERT DM	might have been case of Delusory Parasitosis. But with bites at move-in. Curious for same PROOF NOT SUFFICIENT BUT SUBSTANTIAL	LANDLORD AND THEIR FIRM WERE CREDIBLE. PROOF IS NOT DEFINITIVE.	FAIR DECISION			7	LPC		
			SCORE				0		0	0	-1	0	0	1	-1	1			0	F			
7	13809	2010	V.CHONG	T	L	MAINTENANCE	0	NO OTHER REPORTED INFESTATIONS	18500	LANDLORD ACTED PROMPTLY. TENANT DID NOT PREPARE. NO OTHER REQUESTS	-1	0	0	PEST CONTROL FIRM FOR LANDLORD	NO SOUND BASIS FOR REPORT OF NO OTHER INFESTATIONS. ADJACENT UNITS NOT CHECKED	TENANT CLAIMS WERE VAGUE AND NOT CONSIDERED VALID. SEEM TO BE DEFENSE AGAINST ARREARS	FAIR DECISION			1	LPC		
			SCORE				0		0	0	-1	0	0	0	-1	1			1	P			
8	18631	2010	M.SOO	L	L	RENT ARREARS	RENT ARREARS.	COUNTERCLAIM BY TENANT		LANDLORD ACTED ON REPORT. TENANT DID NOT REQUEST SERVICE.	0	0	0	NO		TENANT CLAIMS WERE VAGUE AND NOT CONSIDERED VALID. SEEM TO BE DEFENSE AGAINST ARREARS.	GOOD DECISION			2	P	0	
			SCORE				0		0	0	1	0	0	0	0	1			2	P			
9	37684	2010	S.COLLINS	T	L	MAINTENANCE INTERFERENCE WITH REASONABLE ENJOYMENT	0	NO OTHER REPORTED INFESTATIONS	700	LANDLORD ACTED ON REPORT	0	0	0	NO	THE FACT THAT THERE HAVE NOT BEEN OTHER REQUESTS DOES NOT MEAN THAT THERE IS NO OTHER INVESTIGATION. NO REPORT OF ADJACENT UNIT INFESTATIONS	LANDLORD WAS CONSIDERING CHARGING TENANT COSTS OF TREATMENT, BUT THIS WAS REJECTED	GOOD DECISION					6	
			SCORE						1	0	0	0	0	0	0	1			1	P			
10	37785	2010	G.SAVIDE	T	T	MAINTENANCE DEFICIENCY - INTERFERENCE WITH ENJOYMENT. CAUSED TENANT TERMINATION OF LEASE	2160	REPLACEMENT OF DISPOSED FURNITURE ABATEMENT COSTS NO TERMINATION AS NOT CAUSED BY LANDLORD	INADEQUATE TREATMENT MEASURES CLAIMED (REPEATED TREATMENTS UNITS SUCCESS). EXTERMINATOR ADVISED TO THROW OUT ITEMS	ADJUDICATOR NOTED A LOT OF DETAILS OF WHAT HAPPENED	0	1	1	HAD ADVISED BY PEST CONTROL FIRM WITHOUT REPORT OF ANY PETS	FLGS REPORTED BUT NO MENTION OF ANY PETS	ADJUDICATOR GAVE THIS A LOT OF REFLECTION. BUT EVIDENCE THAT SECOND PEST CONTROL FIRM SAID IT WAS FREE OF BED BUGS WAS FLAWED. REFUSAL TO ALLOW TERMINATION OF TENANCY WAS FLAWED. BED BUGS WERE PRESENT AT MOVE IN...				F	LPC		
			SCORE				0		0	-1	1	0	0	-1	-1	-1			-3	F	LPC		
11	44231	2010	G.TAYLOR	T	T	INTERFERENCE ENJOYMENT	RENT ABATEMENT AND LOSSES	INTERFERENCE ENJOYMENT	REBATE DAMAGES	WEAK				NO	DETAILED TREATMENT AND PREP		SEEMS FAIR CONSIDERING EVIDENCE WAS			1	P	0	
			SCORE						1	1	0	1	0	0	0	-1	1		1	P			
12	44277	2010	L.MCMASTER	L	L	RENT ARREARS	ARREARS PLUS COSTS. 2009 ABATEMENT ENT	DELAY IN TREATMENT	DELAY IN TREATMENT	2-3 WEEKS FROM REPORTED	1	0	0	NO		REASONABLE	GOOD DECISION			4	P	0	
			SCORE						1	1	0	0	0	0	0	1			4	P			
13	48718	2010	S.COLLINS	T	T	PREVIOUSLY INFESTED. MAINTENANCE ISSUES. DAMAGES FROM MICE. DELAY OF TREATMENT	2509 ABATEMENT EN COSTS (MICE DAMAGES, \$170) LEASE TERMINATED	DELAY IN TREATMENT	2509 ABATEMENT DAMAGES(MICE). LEASE TERMINATED	DELAY IN TREATMENT FROM NOV TO JAN	0	-1	-1	NO	NO	POOR RESPONSE TO MICE AND BED BUGS. CLAIMS ADJUSTED	GOOD DECISION. TOUGH ON NEW LANDLORD					6	
			SCORE						1	1	1	0	0	0	0	1			4	P			
14	48769	2010	L.STEVENS	T	L	SUSPECTED BITES	0	Possible Delusory Parasitosis	BITES. BED BUGS?	NO BED BUGS FOUND BY HEALTH INSPECTOR, OR PEST CONTROL FIRM. SUGGESTION OF BODY LICE NONSENSE	-1	0	0	THE EVIDENCE SUGGESTS THAT NEITHER THE HEALTH INSPECTOR OR PEST CONTROL OPERATOR WERE COMPETENT	PROPER MONITORING INSPECTION. PROPER ID. OF FOUND INSECTS. ADDRESSING SUSPECTED D.P.P. WITH HEALTH UNIT	INSPECTS SHOULD HAVE BEEN PROPERLY IN USE OF GLIMBUPS TO VALIDATE NO BED BUGS. GLUE TRAPS	ADJUDICATOR ACTED AS WELL AS COULD BE EXPECTED WITHOUT UNDERSTANDING THE REAL ISSUE - DELUSORY PARASITOSIS				LPC LPH		
			SCORE						0	0	-1	0	0	-1	-1	-1			-4	F			
15	48882	2010	E.SANDMUNAH	L	L	RENT ARREARS	RENT ARREARS LESS 20% ABATEMENT FOR PERIOD BETWEEN REPORTING AND TREATMENT	LANDLORD DELAYED TREATMENT. TENANT DID NOT CO-OPERATE FULLY	ARREARS VS BED BUGS	ISSUE OF NOTICE OF TREATMENT. PREPARATION INSTRUCTIONS.	1	-1	-1	1	NO	DETAILS OF PREPARATION	FAIR ASSESSMENT. DID NOT REIMBURSE TENANT FOR CLAIMS OF DAMAGES TO MATTRESS OR BEDDING AS NO PROPER COST EVIDENCE SHOWN	FAIR DECISION			3	P	0
			SCORE						0	0	1	0	0	0	1	1			3	P			
16	58936	2010	B.HOMENIUK	T	T	RED BUGS. LANDLORD FAILED TO ACT AND IN BREACH OF MAINTENANCE	50% RENT REBATE FROM FIRST REPORT OF INFESTATION	LANDLORD REFUSED TO ACCEPT UNIT WAS INFESTED. TENANT HARASSED BY LANDLORD AND STAFF.	FAILURE OF PROVIDING SERVICES	TENANT FOUND BED BUG. LANDLORD HIRED FIRM TO INSPECT. THEY DID NOT FIND ANY. TREATMENT REFUSED. TENANT FOLDING MORE INFESTATION. TENANT NOTIFIED OTHERS. LANDLORD ASKED TENANT TO MOVE OUT. TENANT HAPPY TO LEAVE	0	0	1	PEST CONTROL FIRM INCOMPETENT. IF TENANT FOUND ONE, AND WAS CONFIRMED, THEN SUFFICIENT EVIDENCE.	NO	OVERALL FAIR JUDGEMENT. REFUSAL TO PAY FOR LOTION, STEAMER AND MATTRESS COVERS SEEMS UNFAIR AS LANDLORD REFUSED TO TREAT AT ALL	GENERALLY FAIR, EXCEPT FOR NOT PAYING FOR THE ITEMS TENANT BOUGHT TO DO SELF TREATMENT. THE FACT ITEMS WERE REUSABLE IS IRRELEVANT IN MY VIEW.			A	LPC		
			SCORE						1	1	0	0	0	-1	0	-1			1	P			
17	58958	2010	V.CHONG	T	T	RENT ABATEMENT, CLEANING	AS REQUESTED	DELAY IN TREATMENT, LACK OF CONCERN		1 WEEK DELAY IN ARRANGING TREATMENT	1	1	0	NO	SOME FOLLOW-UP FOR SITE	FAIR JUDGEMENT	FAIR DECISION			4	P	0	
			SCORE						1	0	1	0	0	0	1	1			4	P			
18	65536	2010	L.MCMASTER	T	T	RENT ABATEMENT, DUMPING OF FURNITURE, LAUNDRY, INSPECTOR	50% RENT ABATEMENT FROM FIRST REPORTED, COSTS OF LAUNDRY INSPECTOR TO CHECK	SOME DELAY IN TREATMENT. ASKED TENANT TO PAY HALF	NO IDENTIFICATION OF INSPECTION. QUANTIFICATION, SCOPE OF INSPECTION		-1	0	0	YES, BUT NOT IDENTIFIED	WERE THERE OTHER INFESTATIONS IN THE SITE, NO APPROPRIATE RECOMMENDATIONS TO PROTECT OTHERS	MOSTLY FAIR JUDGEMENT	LACK OF CONFIRMED EXPERTISE. NO RECOMMENDATIONS FOLLOW-UP TO PROTECT OTHERS				YES BUT UNKNOWN TYPE		
			SCORE						1	0	0	0	0	0	0	1			2	P			
19	65642	2010	C.CLESLIE	T	L	HARASSMENT. WITHHOLDING OF SERVICE, BED BUGS	0	CONFLICT BETWEEN TENANT AND LANDLORD		TENANT EVIDENCE NOT SUBSTANTIATED. LANDLORD COMPANY HAD LEGAL REP PLUS 4 PEOPLE PRESENT	0	0	0	NO	NO	OBVIOUS BAD RELATIONS BETWEEN LANDLORD'S AGENTS AND TENANT	BED BUGS NOT THE REAL FOCUS			2	P	0	
			SCORE						1	0	1	0	0	0	0	0			2	P			

20	70677	2010	L.HORTON	T	L	RE-OPENED A MEDIATED AGREEMENT	GIVE ANOTHER TENANT LOST	COMPLAINTS ABOUT VARIOUS ISSUES, BED BUGS ONLY A SIDE ISSUE	MAINTENANCE AND INTERFERENCE	ISSUES OF LAUNDRY CABINETS, T-LOST, PARKING, T-LOST, HANDLING OF GARBAGE, T-LOST, FLOODING, T-WON						NOT REQUIRED		BED BUGS ONLY A SIDE ISSUE	BED BUGS ADDED AS A SIDE ISSUE				0
			SCORE						1	1	0					0	0	1		3	P		0
21	76098	2010	K.WALLACE	T	T	LANDLORD FAILED TO MAINTAIN PROPERLY, PRIOR INFESTATION, DAMAGES TO MATTRESS, LEFT BEHIND	LOW RENT ABATEMENT, REPLACEMENT OF MATTRESS	LANDLORD KNEW UNIT WAS INFESTED, BUT CLAIMED NO RESPONSIBILITY TO INFORM AS WAS TREATED	TENANT CLAIMS TENANT STILL LIVED IN PREMISES	DETAILED EVIDENCE PRESENTED. LANDLORD CITED OTHER CASES, BUT AUDIATOR NOTED UNDER NO OBLIGATION TO FOLLOW THESE AND IN THESE CASES, LANDLORD NOT IN VIOLATION OF MAINTENANCE OBLIGATIONS, MAY HAVE BEEN TENANT		1			LETTERS FROM PEST CONTROL COMPANY INDICATING PROBLEM NOT SOLVED AND OTHER UNITS (ADJACENT) ALSO INFESTED		CONSIDERABLE AMOUNT OF EVIDENCE PRESENTED. AUDIATOR NOTED THAT EVEN IF TENANT BLAMELESS IN BEING UNABLE TO PAY RENT ARE STILL OBLIGED TO PAY IT, AND IN SIMILAR CONTEXT, EVEN IF LANDLORD IS BLAMELESS IN CAUSE OF INFESTATION, THEY ARE STILL RESPONSIBLE TO PROVIDE AN UNINFESTED UNIT TO NEW TENANT, AND TO SOLVE INFESTATION IN UNITS.	AUDIATOR VERY KNOWLEDGEABLE, AND INTERPRETED EVIDENCE VERY WELL IN RELATION TO CASE AND THE ACT.				UPC	
			SCORE						1	1	1				0	0	1		4	P		0	
22	76210	2010	B.WALLACE	T	L	FAILURE OF MAINTENANCE, LOSS OF ENDOWMENT DUE TO BED BUGS		NO DIRECT EVIDENCE OF BED BUGS AFTER TREATMENT IN 2010	TENANT CLAIMS TREATMENT IN 2009 DIDN'T WORK. WALLS SHOULD HAVE BEEN OUTSITED	SEEMS ONLY ONE TREATMENT EACH TIME. 7 UNITS INFESTED IN 2010, THERE NO REPORTS		0	1		ONLY PEST CONTROL FIRM, WORKING FOR LANDLORDS	PRESUMPTION THAT PC INSPECTIONS WOULD ALWAYS VERIFY NO INFESTATION	PROBLEM RECURRING IN 7 UNITS BUT A LONG TIME SINCE ORIGINAL INFESTATION. WAS THE PROBLEM ACTUALLY SOLVED ORIGINALLY? REPORT NO OTHER COMPLAINTS SEEMS REMARKABLE CONSIDERING ONLY ONE TREATMENT EACH TIME	TENANT FIRST THOUGHT SPIDERS, AND SUPER PROVIDED SPRAY. NOT A SOLUTION, AND NOT QUALIFIED. THEN SOME WEEKS UNTIL VERIFIED BED BUGS				UPC	
			SCORE					0	0	-1					0	0	-1		-2	F		0	
23	76235	2010	J.FELLMAN	L	LT	RENT ARREARS BY L. TENANT NOTED MAINTENANCE ISSUES, RECOMMENDATION BY HEALTH DEPT FOR SEALING TO PREVENT BED BUGS AND ROACHES DUE TO CHILD'S ASTHMA	15% ABATEMENT TO TENANT. NOTICE OF EVICTION UNLESS RENT PAID	AS NOTED		CAREFULLY DETAILED.		0	1	1	NOT REQUIRED	NO	FAIR DECISION	BED BUGS AND MAINTENANCE AS ISSUES AGAINST RENT ARREARS. NOT MAIN ISSUE				0	
			SCORE					1	0	1					0	0	1		3	P		0	
24	79677	2010	L.HORTON	T	LT	VARIOUS ISSUES. RENT ARREARS BED BUGS INCIDENTS SECOND CLAIM ORGANIC ISSUES	SOME ABATEMENT. SCHEDULE TO REPAIR RENT	BED BUG ISSUE NOT ACCEPTED. RELATIVE TO HANDLING OF EXTERIOR GARBAGE DISPOSAL	VARIOUS	NOT CONSIDERED VALID IN RELATION TO BED BUGS					NO	NO	FAIR DECISION	BED BUGS AND MAINTENANCE AS ISSUES AGAINST RENT ARREARS. NOT MAIN ISSUE				0	
			SCORE					1	0	1					0	0	1		3	P		0	
25	54	2009	L.MOLAN	T	L	BED BUGS. REASONABLE ENDOWMENT AND SUPPLYING NECESSARY SERVICES. SMALL AMOUNT		LANDLORD PROVIDED SPRAY AND DUST. AUDIATOR CONSIDERED THIS REASONABLE. OFFERED ANOTHER ROOM. TENANT REFUSED.	TO FUMIGATE POSSESSIONS, AND FOR ABATEMENT WHEN OUT OF ROOM	OVERWHELMINGLY IN SUPPORT OF TENANT BROUGHT OTHER TENANTS' KNOWN INFESTATION.		0	1	1	HEALTH INSPECTOR SAID COULD NOT HELP AS NUISANCE, NOT HEALTH ISSUE		VERY POOR DECISION BY EVERY MEASURE. NO SUGGESTION OF PROFESSIONAL TREATMENT OF SITE. DECISION WAS IN 2007	SEEMS NEITHER HEALTH INSPECTOR NOR THE AUDIATOR WERE COMPETENT IN THIS DECISION				PH	
			SCORE					1	-2	-1					-1	0	-1		-5	F		0	
26	1714	2008	D.LUFFING	T	TL	BED BUGS. REASONABLE ENDOWMENT. MAINTENANCE	ABATEMENT FOR RENT AND DAMAGES	BED BUGS. INITIALLY IN UNIT. NOT REPORTED TO TENANT. FAILURE TO ACHIEVE CONTROL WITH PROFESSIONAL SERVICE.	FOR RENT. (DISMANTLE TENANT), FOR COST OF SOME INFESTED ITEMS	CLAIMED IN SUPPORT OF TENANT			1		NO		AUDIATOR CAREFULLY CONSIDERED THE TERMS OF THE LEASE AND REVIEWED EVIDENCE IN DETAIL OF CLAIM WITH CARE	VERY FAIR. ONLY QUESTION IS KNOWLEDGE OF LANDLORD THAT THE UNIT WAS INFESTED.. NOT CLEAR				0	
			SCORE					1	1	1					0	0	1		4	P		0	
27	1489	2009	L.SANDMUNGH	T	TL	BED BUGS	COST OF TREATMENT	APPROXIMATE BED BUGS BROUGHT INTO UNIT FROM DISCARDED HEADBOARD	FOR TENANT TREATMENT COSTS BY HIRING FIRM. FAILURE TO CORRECT A MAINTENANCE ISSUE OF DAMAGES	DETAILED EVIDENCE PRESENTED. HEADBOARD FROM INFESTED UNIT. TENANT'S COMPANY USED PRODUCT NOT REGISTERED FOR BED BUGS. AMATEURISH TREATMENT		0	1		NO		AUDIATOR REVIEWED EVIDENCE WITH CARE. REBATE OF 250 FOR LANDLORD FAILURE TO RESPOND TO MAINTENANCE ISSUE. NOTHING AWARDED FOR BED BUG ISSUE AS LANDLORD HAD PROVIDED SERVICE, AND TENANT BROUGHT IN INFESTATION. TENANT DID CONTROL. UNKNOWN	VERY FAIR. NOTHING AWARDED FOR BED BUG ISSUE AS LANDLORD HAD PROVIDED SERVICE, AND TENANT BROUGHT IN INFESTATION. TENANT DID CONTROL. UNKNOWN				0	
			SCORE					1	1	1					0	0	1		4	P		0	
28	19858	2009	T.TAYLOR	LT	T	BED BUGS. REASONABLE ENDOWMENT AND MAINTENANCE. TENANT, RENT ARREARS. LANDLORD	ABATEMENT FOR HARASSMENT AND COSTS OF TREATMENT BY TENANT	TREATMENT BY CONTRACTOR FAILED.	AS NOTED	LANDLORD'S WITNESS (ANOTHER TENANT) NOTED NEED FOR REPAIRS/TREATMENTS THAT SUPPORTED TENANT'S CLAIM. FAILURE OF CONTROL. CONSIDERED LANDLORD FAILED TO LIMIT SPREAD IN BUILDING		0	1	1	NO REAL EVALUATION OF STATUS IN THE BUILDING. LANDLORD EVIDENCE SEEMED WEAK.	SOME DISPUTE ABOUT VALIDITY OF RECEIPT, BUT AUDIATOR HAD NO REASON TO QUESTION THIS. FAIR DECISION OVERALL.	FAIR DECISION. BUT NOTHING RELATED TO ONGOING PROBLEMS IN BUILDING. MISSED OPPORTUNITY BUT ONLY THIS CASE					0	
			SCORE					1	1	1					0	0	1		4	P		0	
29	67622	2010	L.SANDMUNGH	T	T	INTERFERENCE WITH ENDOWMENT. FAILURE OF MAINTENANCE	RENT ABATEMENT. HOTEL, COSTS OF SOME MATERIALS	LANDLORD PEST CONTROL. CONTRACTOR FAILED TO CONTROL AFTER THREE TREATMENTS. CONFIRMED HEALTH DEPARTMENT INCOMPETENCY OF CONTRACTOR. INADEQUATE ACTIONS BY LANDLORD IN BUILDING IN GENERAL	AS NOTED	TENANT DOCUMENTATION AND HEALTH DEPARTMENT INSPECTOR		0	1	1	HEALTH INSPECTOR	ANY FOLLOW UP ACTIONS BY HEALTH INSPECTOR. NOT APPARENT ON PART OF THIS... BUT AN IMPORTANT ELEMENT TO HELP RESOLVE ISSUES.	FAIR AUDIATOR. DID NOT GRANT TENANT ALL REQUESTS (TIME AWAY FROM WORK DUE TO BITE). NOT VERIFIED CLAIM FOR DAMAGES (ITEMS COULD HAVE BEEN TREATED). RENT ABATEMENT VARIED DUE TO TENANT NOT INFORMING LANDLORD OF INTENTION TO VACATE, THEREBY DELAYING HIS ABILITY TO TREAT UNIT	FAIR DECISION. CAREFULLY EVALUATED BY AUDIATOR				TPH	
			SCORE					1	1	1					0	0	1		4	P		0	
30	78053	2009	K.BUGBY	TL		MAINTENANCE. T DAMAGES BY TENANT L	NIL	AUDIATOR DISMISSED BOTH CLAIMS. L. TENANT CLAIM AS LANDLORD DID TAKE REASONABLE ACTION IN SITE OF SINKING. TENANT TO SIGN AGREEMENT TO PAY FOR TREATMENT. DISMISSED LANDLORD CLAIM FOR DAMAGES (BED BUGS AS DAMAGES NOT DEFINED IN THIS WAY, BUT LANDLORD FREE TO SUE TENANT FOR THE COSTS IF THEY WISH.	LANDLORD ASKED TENANT TO AGREE TO PAY FOR SERVICES AS NO OTHER INFESTATION NEAR HER UNIT. AND UNLAWY BROUGHT IN. TENANT CLAIMED FOR RENT ABATEMENT AND DAMAGES	BASED ON EVIDENCE, NOT A PREEXISTING INFESTATION, AND APPARENTLY NOT RELATED TO ADJACENT UNITS.				NO	IN THIS CASE, LANDLORD IS OBLIGATED TO TREAT TO PROTECT OTHERS, BUT PROOF THAT IT IS TENANT'S FAULT? PERHAPS...	FAIR DECISION OVERALL. ON WHAT BASIS WAS IT DETERMINED THAT ADJACENT UNITS ARE NOT INFESTED? WORD OF LANDLORD? PERHAPS	FAIR DECISION OVERALL. JUST NEEDED MORE FACTUAL EVIDENCE THAT ADJACENT UNITS NOT INFESTED					0	
			SCORE					1	-1	1					0	0	1		2	P		0	
31	78485	2009	B.GEORGE	T		FAILURE OF MAINTENANCE (BED BUGS)	NIL	SITE INFESTED, BUT TENANT ADVISED IN ADVANCE. MAJOR INFESTATION. CONSIDERABLE EFFORTS TO TREAT UNIT. TENANT AGREEMENT TO ALLOW DISPOSAL AS PART OF PREPARATION. RECEIVED ONTARIO WORKS GRANT	TENANT CLAIMING FAILURE OF CONTROL AND OF DAMAGES AND LOSSES.	107 UNITS INFESTED. TENANT REQUESTING ALL UNITS IN COMPLEX BE TREATED. (500 UNITS). TENANT WANTED CARPETS REMOVED. LANDLORD COST OF TREATING HALLWAYS IS EXTREMELY EXAGGERATED UNLESS THIS INVOLVES MAJOR RENOVATION.		1	1	0	ONLY EXPERT IS FROM TREATMENT FIRM WHO APPARENTLY ALSO DO PREPARATION. UNIT NOT IDENTIFIED AS CLUTTERED OR HOARDING CASE. CONFLICTS IN TERMS OF POSSESSIONS	SITE HAS MAJOR INFESTATION. ABOUT 30% OF UNITS... REACHING TIPPING POINT. HOW MANY UNITS ADJACENT TO INFESTED UNITS	COMPLEX CASE. AUDIATOR TOOK BEST JUDGEMENT UNDER CIRCUMSTANCES. PERHAPS SOME SUGGESTIONS OF MEDIATION MIGHT HAVE BEEN USEFUL RATHER THAN SIMPLE DISMISSAL.	DECISION REALLY DOES NOT MOVE THE SITUATION FORWARD. AUDIATOR COULD HAVE MADE SUGGESTIONS TO FORWARD THE SITUATION TO BENEFIT OF ALL.				UPC	
			SCORE					1	1	1					-1	-1	0		1	P		0	

32	79941	2009	C KING	TL	TL	RENT ARREARS, L. MAINTENANCE, T	OUTSTANDING RENT, MAINTENANCE, ABATEMENT OFFSET AGAINST COST FOR APPLICATION	UNIT INFESTED BUT TREATED. LOW LEVEL OF INFESTATION	AS NOTED	HEALTH INSPECTOR INDICATED LOW LEVEL INFESTATION DUE TO LITTLE EVIDENCE FOUND. DOCTOR SPOKE OF HOW THIS CAN STRESS PEOPLE. (CAN BE TREATED ON THIS COMMENT #8)	0	1	1	1	HEALTH INSPECTOR	MORE DIRECT PROOF OF LOW OR NO INFESTATION.	OVERALL FAIR.	EVALUATION BY VISUAL INDICATED LOW OR NO, BUT NEED BETTER EVALUATION			1PH			
			SCORE					1	1	1					1	-1	1		4	P				
33	93933	2010	J. BENOCHETS	L	TL	RENT ARREARS VS BED BUG ISSUE	ZERO ONE OFFSET OTHER	UNIT INFESTED PRIOR TO MOVE IN	AS NOTED	LANDLORD TREATING UNIT. ILLEGAL. TENANT PROVIDED PHOTOS OF BITES. ADJUDICATOR DID NOT ACCEPT DOCTOR NOTE FULLY	0	YES	YES	NO	ADJUDICATOR UNWARE THAT LANDLORD IS NOT ALLOWED TO TREAT UNIT	OVERALL SEEMS FAIR HOWEVER, ADJUDICATOR NOT KNOWLEDGEABLE OF VIOLATIONS.	JUDGEMENT FAIR THOUGH ADJUDICATOR FAILED IN SOME AREAS			2	P			
			SCORE					1	1	1					0	-1	0							
34	13413	2011	J. ROZEMAL	T	L	FAILURE TO MAINTAIN/ "ILLEGAL" RENT	0	THAT LANDLORD TOOK REASONABLE ACTION/ DID NOT CONSIDER CLAIMS OF LOSS. NO DETAILS	AS NOTED. NO SPECIFICS OF LOSS OR OF PROBLEMS IN DECISION	TENANTS SAY WERE BITTEN AT START BUT DIDN'T KNOW FOR 4.5 MONTHS. REPORTED WERE TREATED, NOTHING MATCHED IN WRITING. REFUSED BED BUG DETECTION DOG	NO		TENANT REFUSED FURTHER TREATMENT DUE TO CONCERNING HEALTH OF CHILD	NO	NO	NO	TENANTS DID NOT APPEAR TO BE WELL ADVISED / NO ONE'S FAULT UNDER CURRENT LEGISLATION	IN CIRCUMSTANCES SEEMS LIKE A FAIR ADJUDICATION, BUT QUESTION OF WHETHER UNIT WAS INFESTED AT START. ON THE EVIDENCE SEEMS LANDLORD DIDN'T KNOW. SOME CONFLICT OF WHO IS TELLING TRUTH ABOUT WHO SAID WHAT AND WHEN. SHOULD HAVE BEEN IN WRITING.	NOTWITHSTANDING THE UNLIKELIHOOD OF UNIT BEING INFESTED PRIOR TO MOVE IN, ADJUDICATOR DID BEST THAT COULD BE DONE ON THE EVIDENCE.			4	P	
			SCORE					1	1	1					0	0	1							
35	5939	2011	A. WALLACE	T	T	FAILURE TO MAINTAIN	COST OF TREATMENT	ADJUDICATOR TOOK POSITION THAT IT IS THE LANDLORD'S OBLIGATION EVEN IF NOT THEIR FAULT. NO EVIDENCE THAT IT WAS TENANT'S FAULT TO STUDENT (HOUSING)	LANDLORD WANTED TENANT TO PAY FOR TREATMENT. TENANT CONSIDERED THAT LANDLORD SHOULD PAY THE FULL AMOUNT	TENANT ACTUALLY OFFERED TO SPLIT THE COSTS, SAID BUT AS LANDLORD REFUSED, THIS WAS NOT CONSIDERED A BINDING AGREEMENT, AND LANDLORD HAD TO PAY THE FULL AMOUNT	NO	NO	NO	NO	NO	NO	THE COST OF TREATMENT WAS CONSIDERABLE \$819.25. ADJUDICATOR WOULD NOT REQUIRE LANDLORD TO PAY FOR MATTRESS REPLACEMENT AS IT WAS OLD AND NEEDED REPLACEMENT IN ANY CASE.	FAIR DECISION BUT HIGHLIGHTS NEEDED FOR EDUCATION, AS THE ISSUE OF FAULT WAS HIGH IN THIS CASE.			4	P		
			SCORE					1	1	1					0	-1	1							
36	26964	2011	L. BOURGIGN	L	L	RENT ARREARS	RENT AND COSTS	LANDLORD TOOK REASONABLE STEPS TO TRY TO TREAT FOR BED BUGS	TENANT REFUSED ENTRY. WANTED HEAT TREATMENT. LANDLORD REFUSED DUE TO COSTS. REFUSED TO ALLOW TECHNICIAN DUE TO PESTICIDES ON CLOTHES	LANDLORD CLAIMED THAT HEALTH DEPARTMENT RECOMMENDS SPRAYING AS STANDARD TREATMENT. DID PAY TENANT TO RENT A STEAMER. NOT CLEAR WHAT KIND	NO	YES	YES	NO	NO	NO	AN ALTERNATIVE COURSE OF TREATMENT, OR SHARING COSTS OF HEAT TREATMENT OR OF MEDICAL REASON FOR AVOIDING PESTICIDE	UNDER THE CIRCUMSTANCES, SEEMS LIKE A FAIR EVALUATION BY ADJUDICATOR, NOT REALIZING THAT THERE COULD BE GROUNDS FOR ACCOMMODATION	FAIR ADJUDICATION UNDER THE CIRCUMSTANCES			3	P	
			SCORE					1	1	1					0	-1	1							
37	13481	2011	E. FLUFFA	T	T	FAILURE TO MAINTAIN	COST OF FILING	LANDLORD DID NOT SOLVE PROBLEM	TENANT DID MAKE CLAIMS OF LOSS, BUT NOT IN EVIDENCE	ADJUDICATOR REPORT DOES NOT OUTLINE DETAILS. BUT JUST SAYS THAT CLAIMS ARE NOT JUSTIFIED. TENANT CLAIM OF NO RESPONSE BY LANDLORD SINCE 2008 CONSIDERED AN EXAGGERATION BUT NO REASONS WHY.	NO	YES	IN TRUST TO LTR	NO	NO	NO	UNLIKE MOST ADJUDICATORS, DID NOT OUTLINE DETAILS OF REASONS FOR SOME OF THE DECISIONS.	ORDER TO CORRECT PROBLEM, BUT THERE IS REALLY VERY LITTLE EVIDENCE PRESENTED ON THE SITUATION.	SEEMS WEAK OTHER THAN ORDER FOR LANDLORD TO CORRECT THE PROBLEM, BUT EVIDENCE IS MISSING.			-3	F	
			SCORE					1	-1	-1					0	-1	-1							
38	13438	2011	M. SOO	L	L	RENT ARREARS	RENT AND COSTS	LANDLORD TREATED UNIT WITH HEAT TREATMENT AND PROVIDED ABATEMENT FOR THREE MONTHS	TENANT WANTED RENT ABATEMENT FOR ENTIRE TIME UNIT WAS INFESTED AND DAMAGES TO TWO TELEVISIONS, BUT ADMITTED THEY STILL WORKED AND WERE OLD	ADJUDICATOR REPORT DOES NOT OUTLINE DETAILS. BUT JUST SAYS THAT CLAIMS ARE NOT JUSTIFIED. TENANT CLAIM OF NO RESPONSE BY LANDLORD SINCE 2008 CONSIDERED AN EXAGGERATION BUT NO REASONS WHY.	NO	CLAIMED UNIT INFESTED AT MOVE IN	YES	NO	NO	NO	LANDLORD TOOK CONSIDERABLE STEPS TO TREAT UNIT. ISSUE OF INFESTATION AT MOVE IN WAS REGRETTABLE BUT LANDLORD PAID ABATEMENT	FAIR EVALUATION			4	P		
			SCORE					1	1	1					0	0	1							
39	27370	2011	A. WALLACE	T	L	"ILLEGAL" RENT	0	REQUESTED ABATEMENT BUT DID NOT FILE CORRECTLY	BED BUGS IN UNIT	ADJUDICATOR FOLLOWING PROCEDURES, BUT NOT ADDRESSING BED BUG ISSUE AT ALL	NO	YES	NO	NO	NO	DISMISSED ON A TECHNICALITY	TOO BAD ADJUDICATOR DIDN'T FACILITATE CORRECT TREATMENT FOR MAINTENANCE APPLICATION			-1	F			
			SCORE					1	-1	-1					0	0	-1							
40	34430	2011	L. BOURGIGN	LT	L	LANDLORD, RENT ARREARS, TENANT, MAINTENANCE	RENT AND COSTS	TENANT DID NOT PAY RENT ALTHOUGH ORDERED TO DO SO. TENANT LODGED MAINTENANCE CLAIM AFTER LANDLORD CLAIM	TENANT UNCOOPERATIVE AND DID NOT FOLLOW ORDERS OF LTR	REPORT BY HEALTH DEPARTMENT PROVIDED BY TENANT INDICATED UNIT HAD BEEN TREATED AND TENANT ADVISED TO ASK FOR FOLLOW UP.	NO	NOT CLEAR	YES	YES	NO	NO	BASIC ISSUE WAS NON PAYMENT OF RENT. DETAILS OF BED BUG ISSUE WERE REALLY NOT THERE	FAIR UNDER CIRCUMSTANCES			5	P	TPH	
			SCORE					1	1	1					1	0	1							
41	13390	2011	P. GUZINA	T	T	MAINTENANCE/DAMAGES, HOTEL	HOTEL ROOM AND COSTS	UNIT INFESTED. FEMALE TENANT PREGNANT AND HAS TO BE OUT OF UNIT	TENANT CLAIMED COMPLAINTING FOR MORE THAN A YEAR. CLAIM FOR ALL FURNITURE AND POSSESSIONS, AND HOTEL ROOM	NO DETAILS ON SPECIFICS OF INFESTATION, BUT UNIT WAS TREATED TWICE.	NO	YES	NO	YES	NO	NO	FAIR. COSTS OF HOTEL ROOM. THE RECOMMENDATION FOR PREGNANT WOMEN TO VACATE DOES NOT USUALLY OBLIGATE LANDLORD. ISSUE OF FAULT AS OPPOSED TO OBLIGATION	FAIR... DID NOT ORDER PAYMENT FOR FURNITURE AND POSSESSIONS	FAMILY DOCTOR TREATING FOR BED BUG BITES			3	P	
			SCORE					1	1	0					0	0	1							
42	5965	2011	A. CAREY	L	0	INTERFERENCE OF LANDLORD OR OTHER TENANT	0	TENANT WOULD NOT PREPARE UNIT FOR TREATMENT	TENANT REFUSED TO PREPARE UNIT FOR TREATMENT ON 4 OCCASIONS	NOTICE OF TERMINATION GIVEN, AND TENANT MUST COMPLY, BUT LANDLORD DID NOT ATTEMPT TO TREAT DURING THE PERIOD	YES	YES	NO	NO	NO	NO	THIS FELT TO A LEGAL DETAIL. LANDLORD FAILED TO TRY TO TREAT, THEREFORE NOTICE OF TERMINATION WAS ISSUED.	TECHNICALLY AS PROBLEM IS STILL THERE AND NOTHING IN THE ADJUDICATION PROVIDES SUPPORT TO TENANT OR A PROCESS TO PREPARE. HENCE 4 ON ACTION IN RELATION TO DETAIL CLAIM			0	F		
			SCORE					1	-1	1					0	0	-1							
43	27139	2011	A. CAREY	L	L	INTERFERENCE WITH LANDLORD AND OTHER TENANTS, ILLEGAL ACTIVITY, LACK OF CO-OPERATION	END OF TENANCY, COSTS	TENANT REFUSED TREATMENT AND DID NOT CO-OPERATE, BUT WAS LATER CO-OPERATIVE. THIS WAS THEREFORE NOT THE MAIN REASON FOR THE TERMINATION OF TENANCY	TENANT REFUSED TREATMENT AND DID NOT CO-OPERATE, BUT WAS LATER CO-OPERATIVE. THIS WAS THEREFORE NOT THE MAIN REASON FOR THE TERMINATION OF TENANCY	TENANT ON OSGP, BUT MANY ISSUES	YES	NO	NO	TPH	NO	NO	COMPLEX CASE. BED BUG ISSUE ONLY A SMALL PART OF THIS. WAS HANDLED APPROPRIATELY IN RELATION TO THE EVICTION/TERMINATION ORDER, AND WAS EXCLUDED IN ORDER.	HANDLED AS WELL AS COULD BE EXPECTED. CONSIDERING THE COMPLEXITIES UNRELATED TO PEST INFESTATIONS.			5	P	PH	
			SCORE					1	1	1					1	0	1							
44	13399	2011	S. COLLINS	L	TL	RENT ARREARS BY LANDLORD, TENANT MISSED ISSUES OF ILLEGAL ENTRY, LOSS DUE TO DEFECTIVE FRIDGE	RENT ARREARS VS BED BUG ISSUE	TENANT LEFT WITH CHILDREN. UNIT NOT TREATED. LANDLORD CLAIMS NOT PREPARED PROPERLY. BED COVERED IN PLASTIC (INWY). TENANT SAY DID NOT BRING INFESTATION. REPORTS OF INFESTATION IN BUILDING. REPORTED ROACHES IN COMMON HALLWAY. LANDLORD BATS CLEANED IN HALLWAYS. DEAD MICE IN UNIT. LANDLORD GIVES TRAPS TO TENANTS WHO ASK. SOME OF LANDLORD COMMANDS VERY WEAK. ("TESTIFIED THAT FEMALE TENANT DIDN'T COMPLAIN ABOUT MICE ONLY THAT SHE FOUND A COUPLE OF DEAD MICE. TENANT REPORTED HEARING BABY MICE IN KITCHEN. LANDLORD ADVISED TO "VACUUM".	VARIOUS ITEMS. TENANT CLAIMS INFESTED AT MOVE IN. DISPUTED. LOST COUCH. FOOD LOGGERS	LANDLORD SCHEDULED TREATMENT, BUT UNIT NOT PREPARED.	YES	YES	YES	NO	NO	NO	LOSS CLAIMS HANDLED FAIRLY, BUT CONSIDERING THAT THERE WAS INDICATION OF ROACH AND MOUSE INFESTATIONS, IT IS NOT UNLIKELY THAT THE TENANT'S CLAIMS OF INFESTATION AT MOVE IN WERE REASONABLE. THE FACT THAT A NEWBORN ARRIVED TO TENANT WAS MEAGER.	THE ADJUDICATOR CONSIDERED THAT THE LANDLORD'S TREATMENT EFFORTS WERE REASONABLE, AND ACTIONS WERE PROMPT REASONABLE AND PROFESSIONAL. THE FACT TENANT WAS NOT PREPARED FOR THE SCHEDULED TREATMENT WAS A MAJOR DETERMINING FACTOR IN THIS. HOWEVER, THE FACT OF THE EXISTENCE OF THESE PEST INFESTATIONS AND LANDLORD ONLY ACTING ON TENANT REQUESTS PAINTS QUITE A DIFFERENT PICTURE AS WELL AS VERY LOW QUALITY OF RESPONSE TO MOUSE ISSUES.			0	F		
			SCORE					1	1	-1					0	0	-1							