



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Obyavin v Deforest, 2022 ONLTB 13089

Date: 2023-10-13

File Number: LTB-L-001603-22

LTB-T-020705-22

In the matter of: Unit 1 (Upper Floor), 31 OAKWOOD AVE
SIMCOE ON N3Y1H5

Between: Anna Obyavin
Gleb Obyavin

And

Jennifer Lynn Deforest
Kimberley Anne Bruce

I hereby certify this is a
true copy of an Order dated
OCT 13, 2023
Landlord and Tenant Board

Landlord

Tenant

Anna Obyavin and Gleb Obyavin (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Lynn Deforest and Kimberley Anne Bruce (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;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.(L2 application)

The Tenants applied for an order determining that the Landlords 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)

The Tenants also applied for an order determining that the Landlords failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (T6 application)

The applications were heard by videoconference on September 23, 2022, October 26, 2022 and November 22, 2022.

The Landlord, the Landlord's Legal Representative, Sharda Sankar Bickram Singh, one of the Tenants, Jennifer Deforest (JD) and the Tenants' Legal Representative, Roderick Walker,

attended the hearing. The Tenant, Kimberly Bruce(KB), also attended parts of the hearing. Nicole Freeman(NF) and Riad Saddik (RF) attended the hearing as a witness for the Landlord.

The parties met with a Board mediator prior to the hearing, but were unable to resolve all of the issues in the application.

The Tenant's T6 application was amended to correct the address and the name of one of the Landlords, add the name of one of the Tenants, and to include new pleadings and additional remedies.

The Tenant's T2 application was not amended and was withdrawn at the hearing.

Determinations:

Preliminary Matters:

Tenants' applications

1. The hearing was adjourned on September 23, 2022 because the Landlords and the Tenants had engaged in mediation with a Board Mediator and there was insufficient time left in the hearing to hear the applications.
2. The Landlord's Legal Representative argued that the Tenants' applications should be dismissed due to insufficient pleadings. The pleadings were the same for both applications and did not include details including times and dates of the events. The Tenant had submitted documentary and photographic evidence in support of their applications, but the evidence had been submitted in multiple files and had not been labeled.
3. I ruled that the Tenants could request to amend their applications to clarify the pleadings prior to the next hearing date.
4. Prior to the October 26, 2022 hearing date, the Tenants submitted an amended T6 application, but did not file any new evidence. No amendments were submitted for the T2 application. JD, who was speaking on behalf of the Tenants, reported that she could not access her documents on the LTB portal and did not have access to her application or evidence for the hearing. As it was unlikely that all three applications would be heard that day, I granted the adjournment and proceeded to hear the Landlord's L2 application on its merits. The Landlords' Legal Representative and the Tenant's Legal Representative both emailed the Landlords' evidence to JD prior to the introduction of the Landlords' evidence, and the Tenant thanked them.
5. At the November 22 hearing date, the Landlord's Legal Representative argued that since the Tenants had also filed separate Tenants' applications against the previous Landlords for issues earlier in the Tenancy, the application, and no new evidence had The Tenants agreed to proceed on the T6 application.

Request for adjournment

6. Early in the Tenants' Legal Representative's questioning of JD during the October 26 hearing date, JD responded to a question about an email she had sent to the Landlords by stating that she did not have access to the Landlords' evidence because she did not have access to the LTB portal. JD claimed she had not received either above referenced email from the representatives earlier in the day. The Tenants' Legal Representative requested an adjournment.
7. As JD confirmed that she had access to an earlier version of the Landlords' evidence package, which included all of the evidence submitted at the hearing, including the email in question at the time, the hearing had commenced on September 23, 2022, and the Tenant had had sufficient time to prepare for the hearing, I denied the adjournment, and the hearing continued with the parties consenting to refer only to the Landlord's earlier evidence package.

Post-hearing submissions

8. After the hearing, it came to my attention that the Tenants sent an email to the Board containing an note from KB's doctor, confirming hospital admissions between September 22 and February 2023, and asking that KB be allowed to move without penalty. The time period referenced in the note is outside the limitation period of the Tenants' application, and the request is not relevant to either application. Therefore, I have not considered the post-hearing submissions in my deliberations.

The facts

1. The Tenants were in possession of the rental unit on the date the application was filed.
2. The residential complex is a house with 2 units. The Tenants occupy the upper unit and there is an additional unit in the basement.
3. The Tenant moved into the rental unit in August 2019.
4. The Landlords purchased the residential complex on April 1, 2021.

N5 Notice

5. On November 18, 2021, the Landlord gave the Tenant an N5 notice of termination The notice of termination contains the following allegations:
 - One of the Tenants was verbally aggressive and abusive with the Landlords and the Landlords' contractors
 - One of the Tenants interfered with the Landlords and the Landlords' contractors attempts to conduct repairs on the unit and residential complex.
 - One of the Tenants threw a utility knife at one of the Landlords.
 - The Tenants did not provide proof of insurance as required under the terms of their lease.

6. The Tenants did not stop the conduct or activity after receiving the N5 notice of termination. NF, the Landlords' property manager testified that their maintenance person attended the rental unit on November 24, 2021, to inspect the windows and paint the bathroom ceiling, as had been agreed to with the Tenant, KB. The maintenance person completed the inspection of the windows, but JD did not permit him to paint the bathroom ceiling with any product which would emit fumes, and instructed the property manager's maintenance to leave. GO testified that NF had informed him that the Tenant had ordered the maintenance person to "pack up his things and leave." The Landlords submitted an email from the property manager confirming the incident in support of their testimony.
7. The Tenant's Legal Representative did not dispute the testimony by either GO or NF with respect to the Tenant's actions on November 24, 2021, and that the N5 Notice had not been voided, and the application proceeded on its merits. However, JD later testified that the incident had not happened.
8. Here, the parties provided contradictory testimony. I prefer the Landlord's internally consistent evidence, which is supported by documentary evidence.
9. Therefore, based on the evidence before me, I find, on a balance of probabilities that the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Electrical outages

10. AO testified that she had been the main point of contact for the Tenants from the date of the purchase of the house. On July 23, 2021, JD called AO and reported that the power was out at the house and demanded that the Landlords come immediately with an electrician to resolve the problem. AO testified that JD was aggressive and "yelling" into the phone. AO found JD's conduct to be abusive, and her husband, GO, dealt with the Tenants after that date.
11. AO testified that she sought medical treatment on July 30, 2021 for anxiety and insomnia as a result of her interaction with JD. The Landlords submitted documentary evidence in support of her testimony.
12. When the Landlords attended the unit with an electrician, KB was present. The Landlords discovered that the power was out in the kitchen and office as a result of a tripped breaker. The electrician advised that there were too many appliances connected to the circuit. The Landlords sent a letter to the Tenant on July 26, 2023 to confirm the advice of the electrician to ensure that the refrigerator and freezer were not plugged into the same outlet, and to be careful not to use any additional appliances when the microwave was in use.
13. GO testified that on August 7, 2021, JD again called to say that the power was out in the same place as before and demanded that the GO attend the unit immediately with an electrician, and threatened to take the Landlord "to court." GO attended the unit with an electrician on August 8, and the electrician reported that the refrigerator, freezer, microwave and air conditioner were all plugged into the same circuit, and moved the air conditioner to a different circuit. The electrician tested the microwave and informed the Tenant that the freezer should be unplugged when the microwave was in use.

14. On August 16, 2023, the Landlord's Legal Representative sent a letter to the Tenants to confirm that the Tenants understood the risks of overloading the circuits, that the Tenants were responsible to use the outlets responsibly, and to ask that JD refrain from harassing the Landlords and to communicate with GO only in writing, or by text in an emergency. KB responded to the letter by telephone agreeing to adhere to the Landlords' requests and recommendations.
15. JD initially testified that there had been a problem with the breaker tripping since before the Landlords had purchased the house, and that it happened all the time. She usually asked the basement tenants to flip the breaker, and only contacted the Landlords when the basement tenants were not at home. JD further testified that she was not abusive and had insisted on an electrician coming because she felt that the problem should be fixed. JD has not tripped the breaker since the microwave had been identified as a problem on August 8, 2021.
16. Later in the hearing, JD contradicted her earlier testimony, and testified that the electrical problem had only started after the Landlords had purchased the house, and continued to occur well after August 8, 2021.
17. I prefer the Landlords' evidence, which is internally consistent and supported by invoices from the electricians and copies of correspondence with the Tenants. Therefore, I find, on a balance of probabilities, that the Tenants substantially interfered with a lawful right, privilege or interest of the Landlord, by continuing to have multiple appliances connected to the same circuit after the electrician and the Landlords informed the Tenants that it was causing the breaker to trip.

October 20, 2021 maintenance

18. GO testified that on October 20, 2021 he attended the unit with a contractor to conduct some repairs requested by JD in an email dated October 12, 2021. He testified that JD was present and argumentative during the course of the visit to the unit.
19. It is not disputed that GO re-caulked a loose kitchen faucet and asked JD not to use it for an hour in order for it to set, and that JD used the tap within a few minutes. JD testified that the Landlord had taken all day and she needed to do her dishes and make dinner and that the repair was not sufficient in any case.
20. Based on the evidence before me, I find, on a balance of probabilities that JD interfered with a lawful right, privilege or interest of the Landlords, by using the tap prior to the completion of the repair, despite GO's request that she allow it to set.
21. It is not disputed that GO asked JD to clear a space in the garage to investigate a leak, and that the garage was not prepared for the inspection and repairs on October 20, 2021. GO testified that given their recent interactions, he did not want to move the Tenants' belongings. JD testified that she was unable to move the boxes on her own, and was frustrated that GO would not help her move the items.

22. Based on the evidence before me, I find that the Tenants substantially interfered with a lawful right privilege or interest of the Landlords by failing to prepare the garage for repair.
23. GO testified that after they left the garage, GO and the contractor were on the steps outside the kitchen door. They were attempting to determine whether they could find a leak from outside the garage, when the Tenant threw an open utility knife at GO, grazing his leg. GO was unharmed, but he called the police. Police attended the unit and spoke to JD. GO declined to press charges when asked because he did not wish to alarm the JD's child, and asked them to caution the Tenant. Shortly afterwards, the Landlords hired a property manager and ceased dealing with the Tenants directly.
24. JD testified that she had dropped the knife, which was closed at the time, on the mat outside her door, and it had fallen down the steps. GO had not been on the steps, but in the driveway. JD spoke to the police but they did not say anything to her.
25. Here, the testimony of the parties is contradictory. I prefer the Landlords' evidence which is internally consistent. In my view, GO's actions in calling the police and hiring a property manager are consistent with his version of events. JD's testimony throughout the hearing was inconsistent and often vague, and as such I afforded her testimony less weight.
26. Therefore, I find on a balance of probabilities that JD substantially interfered with a right privilege or interest of the Landlords by throwing a utility knife at the Landlord.

Proof of insurance

27. In her August 16, 2021 letter, the Landlord's Legal Representative requested that the Tenants provide proof of insurance by August 31, 2021 in accordance with their lease. As of the hearing date, the Landlords had not received proof of insurance.
28. JD testified that the Tenants had always had insurance but did not provide any documentary evidence that the insurance was in place, or that the Tenants had provided proof of insurance to the Landlord.
29. Therefore, I find that the Tenants interfered with a lawful right, privilege or interest of the Landlords, by failing to provide proof of insurance to the Landlords in accordance with their lease.

N7 Notice

30. On November 18, 2021, the Landlord gave the Tenant an N7 notice of termination. The notice of termination alleging that the one of the Tenants had thrown a utility knife at one of the Landlords.
31. I found above, that on October 20, 2021, JD threw a utility knife at the Landlord.

32. Based on the evidence before me, I find, on a balance of probabilities that JD has seriously impaired the safety of GO by throwing a utility knife at GO and that this conduct occurred in the residential complex.

Compensation

33. The Landlord incurred costs of \$202.15 for filing the application and is entitled to reimbursement of those costs.
34. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$57.36 is owing to the Tenant for the period from July 17, 2019 to March 14, 2023.
35. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

Relief from eviction

36. JD is a single mother of a child under the age of 10 and receives government assistance. KB is elderly and suffers from serious health and mobility issues, and is on ODSP. JD testified that the Tenants intend to move out of the unit but it is difficult to find suitable, affordable accommodations to meet the needs of both her mother and her child.
37. The Landlords testified that, since the application was filed, the Tenant has continued to interfere with their ability to meet their maintenance obligations under Section 20 of the Act, by refusing to allow contractors to conduct scheduled work, not preparing the yard for grass cutting, and harassing the roofing contractor. The Tenant denied the Landlord's allegations, however the Landlord provided documentary and photographic evidence and the property manager testified in support of the Landlord's testimony.
38. The Landlords further testified that the issues surrounding the tenancy and the Tenant's conduct had contributed to significant stress which was impacting AO's health, particularly during her pregnancy. The Landlords submitted extensive records from medical doctors and alternative health care providers into evidence in support of their testimony.
39. It is not disputed that the Tenants have been running at least 2 humidifiers in the unit and have blocked the vents from the furnace. JD testified that because the vents were blocked, the Tenants had used an electric "fireplace" to increase the temperature in the unit, but were no longer doing so. The Landlords testified that they are very concerned that the Tenants' actions will cause harm to the furnace and create conditions for mould in the unit. Additionally, the use of an alternate electric heat source and the lack of air flow present a risk to the health of the Tenants and the safety of all of the residents of the residential complex. The Landlords have repeatedly requested that the Tenants stop blocking the vents, and JD has refused to do so.
40. The Landlords acknowledged the Tenants' circumstances and requested a delayed eviction date of March 31, 2023. Given the presence of a young child in the unit, and the health and mobility challenges of one of the Tenants, I determined that it is appropriate to delay the eviction for a few weeks to allow the Tenants some additional time to move out of the unit.

41. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until November 15, 2023 pursuant to subsection 83(1)(b) of the Act.

T6 Application

42. In their T6 application, the Tenants allege that the Landlord has breached their maintenance and repair obligations. Specifically, the Tenants allege:

- Problems with air quality in the ventilation system
- General disrepair cracks in the foundation, sidewalks and steps
- mould in the attic, walls, foundation
- the Tenants' supply of electricity has been interrupted.
- Broken window, water and mould in the garage

43. The Tenants are seeking remedies in the form of a rent abatement, reimbursement of out of pocket costs and general damages.

Ventilation

44. JD testified that there have been ongoing issues with the ventilation system, specifically an odour of emanating from the vents and dust from a renovation of the basement that continue to circulate through the rental unit. JD testified that she has suffered from migraine headaches and other ailments, that her son had breathing problems, and that KB's lung problems were exacerbated as a result of the ventilation problems in the units.

45. The Tenants submitted a record of a hospital admittance for JD, and an annual receipt for a variety of prescriptions for JD in support of her testimony. The Tenants did not submit any medical records to indicate what the prescriptions were for, or that they were related to the ventilation or air quality in the unit.

46. JD testified that the previous tenants of the basement unit burnt incense and smoked cigarettes which was the cause of the odour. It is not disputed that the previous basement tenants vacated the rental unit on April 21, 2021. The current tenants moved in to the basement JD testified that the odour continued to circulate through the vents throughout the limitation period and to the date of the hearing.

47. It is not disputed that JD has complained to the Landlords about the odour on multiple occasions during the limitation period. JD testified that the Landlords have refused to do anything about the issue.

48. It is not disputed that the renovations to the unit were done prior to the Landlord's purchase of the property.

49. It is not disputed that the Landlords had the vents cleaned at the Tenant's request on May 13, 2021, after the previous tenants had vacated the unit, and after the renovations were

complete. The Landlords submitted copies of the invoice and communications with the Tenant into evidence.

50. It is not disputed that the Landlords had the furnace serviced in July 2021. The Landlords submitted a copy of the invoice into evidence.
51. GO testified that he and his contractors have investigated the Tenant's complaint of an odour and had not been able to detect an odour.
52. It is not disputed that JD has a practice of blocking the vents, and that the Landlords have repeatedly requested that she open the vents. JD testified that she had begun blocking the vents in February, 2021, prior to the Landlords' purchase of the house.
53. Based on the evidence before me, I find, that the Tenant has failed to prove that there is a maintenance or repair issue with respect to the ventilation system. Therefore I find that the Landlord was not in breach of their maintenance and repair obligations with respect to the ventilation system.

Moisture and Mould

54. On October 12, 2021, JD sent an email request to the Landlord outlining various maintenance concerns, among them, moisture in the wall of her son's room and the floors and the potential for mould.
55. The Landlord testified that he attended the unit on October 20, 2021 with his contractor and conducted tests for moisture in the ceilings, walls and near the windows throughout the house. The readings showed no evidence of elevated moisture in the walls.
56. The Landlords' contractor, RS, who is a licensed builder and a former home inspector, confirmed that he used a digital moisture reader, and failed to detect any evidence of moisture in the walls, floors, or ceilings in the house. The Landlords submitted photographs of the meter readings into evidence.
57. RS further testified that he inspected the foundation for any potential source of moisture.
58. JD testified that she had been experiencing multiple ailments including lethargy and depression,
59. JD testified that in May, 2022, she googled the symptoms she was experiencing and discovered that they could be related to mould. KB testified that she suffers from 2 serious lung ailments and had been admitted to the hospital several times due to flare ups of her lung issues and once for COVID. KB attributed her hospital stays to mould in the unit, although she had not seen any visible evidence of mould.
60. A friend suggested to JD that there could be mould in the attic, and offered to investigate. Her friend discovered a visible presence of mould in the attic. JD did not inform the

contacted the municipal by-law enforcement office, and informed the Landlord only after she had done so.

61. JD testified that there was mould in the walls and ceilings of the unit, and in the foundation but she had not seen any visible evidence of mould, and did not provide any evidence from a professional to support her testimony. She testified that there was water and therefore there was mould.
62. The Landlords received a Municipal Order on June 10, 2023 indicating the presence of “what appeared to be mould” in the attic. The order required the Landlords to obtain an air quality report and take any remedial steps recommended by the report.
63. The Landlords submitted the municipal order, air quality report, mold remediation report, certificate of mold remediation, invoices and related communications into evidence.
64. The mould inspection report contained the following explanation of the mould found in the attic.:

“On June 11th 2022 CleanFirst was hired by Gleb Obyavin to inspect the reported mold in the attic of 31 Oakwood Ave in Simcoe, Ontario. Visible non-toxic Cladosporium is present in some parts of the attic due to condensation caused by bathroom exhaust vent connection and insulation covering the soffits. Attic is not a living space and is always under negative pressure (air escapes through roof vents) therefore there is no possibility of fungal contamination to other areas of the property. Cladosporium is one of the most common fungal’s found in the outside environment decomposing leaves, trees, decks, fences or any wood subjected to moisture. Cladosporium is currently dormant and only when condensation happens (January – February on very cold days) will become active and further stain the wood.”

65. The air quality inspection did not find elevated levels of mould. The summary of the air quality report states

“

- Laboratory analysis did not detect the presence of elevated mould spores in the air samples taken, relative to the outdoors.
- The species of mould detected were common types found at normal indoor concentrations, and signs of mould were not observed within the home. Additionally, no odours were noted inside the house, on either the main level or the basement level.
- It was observed that vents were blocked with household items on the main level. To ensure optimal

airflow in the home, all floor vents should be uncovered.

- No remedial action pertaining to elevated mould spores is required.

66. In his email to AO, the air quality inspector states:

“ all samples came back negative as they did not show any elevations of mould in the home. I took three samples on the main level (living area, bedrooms area, and bathroom area...). The spore levels within the home were all lower than the outdoors meaning there is no concern regarding mould activity inside the house, and nothing further would have to be done.”

67. The municipal order was lifted on July 8, 2022 after the work had been completed.

68. Based on the evidence before me, I find, that the Tenants did not prove that there was a maintenance or repair issue with respect to moisture or mould in the walls, ceilings, or foundation of the rental unit.

69. Based on the evidence before me, I find, on a balance of probabilities, that there was a maintenance or repair issue with respect to mould in the attic. I further find that the Landlords were informed of the issue, and took reasonable steps to resolve the issue in a timely breach. Therefore, I find that the Landlords were not in breach of their maintenance and repair obligations with respect to moisture or mould in the unit.

Electricity

70. JD testified that the Tenants have an ongoing issue with respect to the electricity supply to their kitchen which began in September, 2021. As noted above, the Tenant had earlier testified that there had been a problem which was resolved after they replaced their microwave oven, based on a recommendation from the electrician who attended the unit on August 8, 2021.

71. JD's allegation is contrary to her testimony earlier in the hearing, and is not supported by the documentary evidence.

72. Therefore the allegation with respect to electricity supply is dismissed.

Garage

73. JD testified that there was water leaking into the garage resulting in mould in the garage. Issues related to the garage were mentioned in JD's October 12, 2021 email to the Landlord.

74. I found above that the Tenant did not prepare the garage for maintenance, when the GO and RS attended the unit to conduct repairs on October 20, 2021.

75. The Landlord earlier testified that he had completed the repairs to the garage, after the Tenants had cleared their belongings on August 13, 2023. The Tenant previously testified that there had not been a problem with the garage since the Landlords repairs.
76. The Tenants submitted a photograph of the garage taken prior to the repair. The Tenant did not provide any evidence of visible mould. The Tenant reiterated that there had been water in the garage so their must have been mould
77. Based on the evidence before me, I find, on a balance of probabilities that there was a maintenance or repair issue with respect to a water leak in the garage. I further find that the Landlords response to the issue was appropriate under the circumstances. Therefore, I find that the Landlords are not in breach of their maintenance and repair obligations with respect to water in the garage.

Roof

78. JD testified that the roof was leaking into the attic. Her friend discovered that there were missing shingles on the roof in May or June 2022.
79. The Landlords had the shingles replaced on July 2, 2022. The Landlords submitted pictures of the repaired roof and invoice into evidence, as well as a report from the attic repair that there was no leak in the roof, and that moisture in the attic had been caused by the bathroom exhaust which had been disconnected and was repaired.
80. Based on the evidence before me, I find, on a balance of probabilities that there was a maintenance and repair issue with respect to the roof and that the Tenants informed the Landlords. I further find that the Landlords' actions were reasonable under the circumstances. Therefore I find that the Landlords were not in breach of their maintenance and repair obligations.

General Disrepair

81. JD testified that there were issues related to general disrepair of the residential complex, specifically related to the front door, cracks in the foundation and concrete, and cracks in the front steps.
82. The Tenant testified that she had not informed the Landlords about the problem with the door, and therefore, the allegation with respect to the door is dismissed.
83. The Tenant also testified that she had not informed the Landlords about the cracks in the foundation, as he was already aware of the problem.
84. RS testified that he had inspected the foundation when he was looking for moisture in the unit at the Tenant's request. He testified to each picture in evidence and concluded that the visible cracks were either insignificant or hairline cracks, or cracks in the parging, and that none were in need of immediate repair.

85. Based on the evidence before me, I find, on a balance of probabilities that there is not a maintenance or repair issue with respect to the cracks in the foundation. Therefore, I find that the Landlord is not in breach of their maintenance and repair obligation,
86. JD testified that the steps were broken and a trip hazard, and that she had reported the deficiency to the property manager when her son fell, after the application had been filed. She further testified that there had been some repair work done to the steps, but was unclear as to what was done or when the repairs had been done.
87. KB testified that while she had not fallen, she was afraid of the steps.
88. RS examined the photographs submitted by the Tenants, and testified that in his opinion any damage was minor and did not constitute a trip hazard.
89. It is not clear from JD's testimony, whether or when the Landlords were aware of any issue with the steps and whether or when they were repaired. The Tenants did not provide any email or text communication with the property manager in support of her testimony. The Landlords Legal Representative testified that the Landlords were not aware of any issue with the stairs prior to the application being filed, and the Tenants did not submit a current photograph of the steps. Therefore, I do not have sufficient information to determine whether the Landlords are in breach of their maintenance and repair obligations with respect to the steps. This is a Tenant application and the Tenants bear the burden to prove their allegations, which I find they have not met with respect to the steps.
90. Therefore, the Tenants' application must be dismissed.

It is ordered that:

L1 application

1. The tenancy between the Landlord and the Tenants is terminated as of November 15, 2023.
2. The Tenants must move out of the unit on or before November 15, 2023.
3. If the unit is not vacated on or before November 15, 2023, then starting November 16, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after November 16, 2023.
5. The Tenant shall pay to the Landlord \$202.15 for the cost of filing the application.
6. The Tenant shall also pay the Landlord compensation of \$50.99 per day for the use of the unit starting November 23, 2022 until the date the Tenant moves out of the unit.
7. The Landlord shall apply any payments made by the Tenant since the hearing against the balance owing on this order.

8. If the Tenant does not pay the Landlord the full amount owing on or before November 16, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2023 at 6.00% annually on the balance outstanding.

T2 application

1. The Tenants' T2 application having been withdrawn, the Board's file is closed.

T6 application

2. The Tenants' T6 application is dismissed.

October 13, 2023
Date Issued



Kathleen Wells
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on May 16, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.