



Order under Section 30
Residential Tenancies Act, 2006

File Number: TET-11895-20

In the matter of: 2351 READER ROAD
PORT PERRY ON L9L1B4

Between: Adam Ellis Tenant

and

Mohan Subramaniam Landlord

Adam Ellis (the 'Tenant') applied for an order determining that Mohan Subramaniam (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 tele/videoconference on February 16, 2021.

The Tenant and the Landlord attended the hearing.

Determinations:

1. The Tenant testified that the roof of the rental unit was infested with animals. He testified that he notified the Landlord of this issue via text in May 2018 and he provided a copy of his text message to the Landlord regarding this issue. He also provided photographic evidence showing that multiple sections of fascia on the building were completely rotted away allowing animals access into the roofing structure. The Landlord did not contest the Tenant's evidence with respect to this issue.
2. The Tenant testified that the ceiling in the rental unit was damaged from leaking in several areas. He testified that he notified the Landlord of this issue via text in May 2018 and he provided a copy of his text message to the Landlord regarding this issue. He also provided photographic evidence showing sections of the ceiling with significant water damage. The Landlord did not contest the Tenant's evidence with respect to this issue.
3. The Tenant testified that there was a sewage back up into the rental unit on July 6, 2020. He testified that he notified the Landlord of this issue via text that day and he provided a copy his text message to the Landlord. He also provided video evidence showing sewage leaking from the main floor into the basement. He said that he could not stay in the rental unit from July 6, 2020 onward because of the raw sewage in the rental unit.

4. It was not disputed that the Landlord had the septic tank pumped out on July 13, 2020.
5. The Tenant testified that pumping the septic tank did not resolve the sewage backup issue. He said that he notified the Landlord on July 13, 2020 that the sewage was still backing up and that the septic tank person said there was a blockage between the tank and the house which the septic tank person could not remove. The Tenant requested that the Landlord attend to the blockage and that he clean up the sewage in the rental unit.
6. The Tenant testified that the Landlord did not start cleaning up the sewage inside the rental unit until July 16, 2020 and that the sewage cleanup had not been completed when he vacated the rental unit on July 20, 2020.
7. The Landlord did not contest the Tenant's evidence with respect to the sewage backup except to say that he believed the Tenant caused the problem. The Landlord did not have any evidence to support this allegation.
8. I find that the Landlord failed to attend to the sewage backup issue in a timely manner. In particular, the Landlord's failure to even begin cleaning up the raw sewage for a period of 10 days is a serious breach of the Landlord's obligations under the Act.
9. Therefore, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair and maintain the rental unit and failed to comply with health standards.
10. I find it appropriate under the circumstances to grant the Tenant's request to terminate the tenancy as of July 6, 2020.
11. The only financial remedy the Tenant requested was return of his last months rent deposit and return of the rent paid for July 6, 2020 to July 31, 2020. As I am terminating the tenancy as of July 6, 2020, I find it appropriate to order the Landlord to pay the Tenant this amount. I would also have ordered an additional abatement for the animal infestation and the damaged ceiling, however I do not find it appropriate to order an amount greater than that requested by the Tenant.

It is ordered that:

1. The Landlord shall pay to the Tenant a rent abatement of \$2,864.00.
2. The tenancy between the Landlord and the Tenant was terminated as of July 6, 2020.
3. The Landlord shall also pay the Tenant \$48.00 for the cost of filing the application.
4. The total amount the Landlord owes the Tenant is \$2,912.00.
5. The Landlord shall pay the Tenant the full amount owing by June 13, 2021.

6. If the Landlord does not pay the Tenant the full amount owing by June 13, 2021 the Landlord will owe interest. This will be simple interest calculated from May 24, 2021 at 2.00% annually on the outstanding balance.



June 2, 2021
Date Issued

Richard Ferriss
Member, Landlord and Tenant Board

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