

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

File Number: CEL-70745-17

In the matter of: 406 KROTON CRESCENT
MISSISSAUGA ON L5W1T9

Between: Grace Vernon Landlord

and

Tara Zolnai Tenant

Grace Vernon (the 'Landlord') applied for an order requiring Tara Zolnai (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard in Mississauga on December 11, 2017.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. The tenant vacated the rental unit on October 26, 2017.
3. The Tenant did not pay the total rent of \$1,581.37 (\$1,850.00 month rent x 12 months/365 days x 26 days) the Tenant was required to pay for the period from October 1, 2017 to October 26, 2017.
4. The last month rent deposit held by the Landlord has already been applied to Tenant's September 2017 rent period because that was to be the last month of the rental period after Order CEL-70745-17 was issued.
5. The Tenant raised her own issues under the Landlord's L9 application as follows:
6. The tenancy terminated as a result of Board Order CEL-69197-17-SA-RV. The inconvenience and disruption the Tenant experienced in preparing and moving substantially interfered with her enjoyment and normal use of the rental unit but the termination of the tenancy was lawful under the *Residential Tenancies Act, 2006 (the 'Act')* and the Landlord is not reasonably expected to be held accountable for the interference caused.

Ensuite Bathroom:

7. On December 27, 2016, the toilet in the ensuite bathroom clogged. The Landlord inspected as soon as the problem was reported, attempted to fix the problem and by the second day the toilet was repaired. The Landlord responded quickly, appropriately and effectively within a reasonable timeframe. The problem was a latent defect which the Landlord could not reasonably have been aware of until the Tenant reported the problem.
8. The Tenant also asserts the Landlord left a mess in the bathroom and that feces splashed on the walls. The Tenant asserts she and her guest were left to clean the bathroom which interfered with the Tenants time and reasonable enjoyment of the rental unit.
9. The Landlord is required under *the Act* to ensure reasonable cleanliness once work is completed. The Tenant did not provide any photographs to understand the scope of the mess. The Landlord challenged and disputed the Tenants assertion and I could not make a determination based on the Tenant's evidence as to whether the state of bathroom after the work was done was excessive to the level that it substantially interfered with the Tenant's reasonable enjoyment of bathroom.

Pipe Leak in the Basement:

10. On June 6, 2017, a pipe situated in the ceiling of the basement leaked. The Tenant belongings were in the basement and the Tenant called her insurance company the same day. The leak was a latent defect which the Landlord did not know about.
11. No abatement of rent is warranted because the Landlord responded immediately and appropriately. On June 6, 2017 the Landlord removed the drywall from the ceiling, hired a plumber who inspected and conducted immediate repair of the pipe the same day following up with another plumber who conducted other work on June 10, 2017. The Landlord cleaned up the water and placed 2 industrial fans and dehumidifier in the basement until June 30, 2017 to dry. The damaged drywall was repaired on June 17, 2017. The Landlord reimbursed the Tenant's money for hydro bill in view of the extra consumption to run the fans.
12. The Tenants belongings were in storage in the interim and although the Tenant claims she was reluctant to return her belongs because of the possibility of mold, she presented no evidence to support a finding that there was mold or that the Landlord conducted the repairs improperly.
13. The Landlord presented evidence about the type of flooring in the basement and the minor buckling in a small area of the basement would not impede the Tenant's use of the space. The small area where the floor buckled from the photographs was not obvious and issue appeared minor.
14. I considered the Tenants testimony that the fans caused noise that interfered with her reasonable quiet enjoyment of the rental unit but under the circumstances they were

required for the Landlord to fulfil their maintenance obligation under *the Act*. Some level of noise is reasonably expected under the circumstances and there was also no evidence to suggest the fans created an unordinary loud nuisance or interference.

Air Conditioner:

15. On June 12, 2017 the Tenant claims her air condition wouldn't cool below 24 degrees. The Landlord did not breach her maintenance obligations since on June 19, 2017, the Landlord called an AC technician to investigate and no repairs were required. It was determined that the AC functioned within normal range. The Landlord stated that there was heat wave, air rises and since the Tenant was renting out rooms in the complex there was no air circulation having bedroom doors closed that accounted for the heat. The Tenant was instructed to move her furniture from two vents which also attributed to the problem. The Landlord did not disrupt the AC and fulfilled her maintenance obligation by having it inspected.

Upper level toilet:

16. On August 3, 2017 the toilet of the main upper level bathroom flooded which leaked through the living room ceiling. The Tenant left a message with the Landlord about the problem. The Landlord called the Tenant's occupant because the Tenant indicated in her message that she was on her way to work. The Tenant's Occupant (a tenant of the Tenant) assured the Landlord the toilet leak stopped after being plunged and the leak was self-contained. The Landlord inspected same day. The ceiling was left to dry which cracked the stucco in the ceiling. The Tenant requested it be repaired on August 22, 2017 which was repaired on September 10, 2017. The Tenant claims the dust from the drywall had the potential to harm her pets but it was speculative. The photograph showed a minor crack in the ceiling and the potential to cause harm to pets was very unlikely. The damage was unsightly but did not impact on the use of the rental unit.

Harassment:

17. On October 1, 2017, the Landlord requested rent from the Tenant which the Tenant claims constitutes harassment. The Tenant did not pay rent which the Landlord was entitled for October. The Landlord's request appears to have been made once and there was nothing about the details of the incident that transpired that would have suggested the Landlord's conduct was offensive and inappropriate.
18. On October 21, 2017 the Landlord received a called from a tenant of the Tenant who lived in the rental unit. The Landlord shared personal information about the tenancy which breached the Tenant's right to personal privacy. It also interfered with the Tenant's relationship and dealings with her tenant which caused conflict. The Landlord owes the Tenant \$200.00 for her unwelcomed conduct.

19. The Landlord also called the water utility company and does not dispute that she provided the Tenant's new address to the utility company. The Landlord did not have the Tenant's consent which is also a breach of the Tenant's privacy but this occurrence appears to have happened after the Tenant vacated and I have no jurisdiction to order a remedy as a result of the Landlord's inappropriate conduct after the tenancy terminated.
20. On October 22, 2017, the Tenant saw the Landlord drive by while she was loading her moving truck. The Tenant described the incident as stalking/spying but the Tenant did not present evidence that a pattern of behavior indicative of stalking or spying occurred. The incident appeared to be coincidental and isolated to the one incident.

Mail:

21. On October 24, 2017, the lock to the mailbox was changed when the Tenant still had possession of the rental unit. The correspondence from Canada Post to the Landlord indicated that the expected date to change the lock was October 26, 2017 which was after the Sheriff was to enforce the eviction order on October 25, 2017. The Landlord did not anticipate that the lock would be changed before the eviction date when she was given a date of October 26, 2017. The Tenant indicated that this disrupted her mail service substantially. The Tenant does not dispute that the Landlord offered to retrieve and meet the Tenant to give her mail but the Tenant declined. Impact to the Tenant therefore was not substantial.
22. The Tenant owes the Landlord \$190.00 for the cost of the application fee.
23. The total the Tenant's owe the Landlord is \$1,571.37 (\$1,581.37+ \$190.00-\$200.00).

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,571.37, which represents the amount of rent owing up to October 26, 2017, the application fee less the abatement.
2. If the Tenant does not pay the Landlord the full amount owing on or before December 31, 2017, the Tenant will start to owe interest. This will be simple interest calculated from January 1, 2018 at 2.00% annually on the balance outstanding.

December 19, 2017
Date Issued

Sandra Macchione
Member, Landlord and Tenant Board

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