



Order under Section 21.2 of the
Statutory Powers Procedure Act
and the **Residential Tenancies Act, 2006**

File Number: TET-01964-19-RV

In the matter of: 2, 75 COLBOURNE STREET WEST
OSHAWA ON L1G1L8

Between: Laura Green Tenant

and

Siqi Luo Landlords
Huanxing Zhou

Review Order

Laura Green (the 'Tenant') applied for an order determining that Siqi Luo and Huanxing Zhou (the 'Landlords') substantially interfered with the reasonable enjoyment of the rental unit or complex by the Tenant or a member of the Tenant's household; harassed, obstructed, coerced, threatened or interfered with the Tenant; and withheld or deliberately interfered with the reasonable supply of a vital service, care service, or food that the Landlords are obligated to supply under the tenancy agreement.

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

These applications were resolved by order TET-01964-19 issued on July 17, 2020.

On September 23, 2020, the Landlords requested a review of the order.

The request was heard by videoconference on February 23, 2021.

Order TET-01964-19-RV-IN issued on March 17, 2021 granted the request, cancelled TET-01964-19 issued on July 17, 2020, and ordered that the Tenant's applications be heard de novo.

The Tenant's applications were heard on May 12, 2021.

The Tenant, the Tenant's legal representative, Danielle Scheffel, the first named Landlord (the 'Landlord'), on behalf of all Landlords, attended the hearing. Michael Mead and Nicole Mead attended the hearing as witnesses for the Landlords and Zachary Clark and David Dobromilsky attended the hearing as witnesses for the Tenant.

Determinations:

1. The Tenant's T2 Application is with respect to the Landlords' failure to comply with a Fire Prevention Inspection Order dated January 18, 2018 and with respect to discontinuation of the gas supply from December 2, 2018 to December 7, 2018.
2. The Tenant's T6 Application is with respect to the Landlords' failure to comply with the Fire Prevention Inspection Order dated January 18, 2018, discontinuation of the gas supply from December 2, 2018 to December 7, 2018, porch mobility ramp in the backyard, pest control (squirrels), kitchen cabinet baseboards/kickplates, breakers flipping and access to the basement unit to reset breakers, lawn maintenance, inoperable stove, electrical system deficiencies, and water leaking in the basement.
3. With respect to the Fire Prevention Inspection Order, it was not disputed that Oshawa Fire Services Fire Prevention issued an Inspection Order dated January 18, 2018, that the Landlords had not complied with this order as of October 31, 2019, the date the Tenant vacated the rental unit, and that the Landlords were convicted and fined for failure to comply with the Inspection Order.
4. The Inspection Order required the Landlords to repair the fire separations between the basement unit and the rental unit and between the rental unit and the second floor unit. It also required the Landlords to install fire rated doors with self-closing devices for all three rental units in the building and to install a fire extinguisher in the shared front entrance.
5. The Landlord testified that she sought to comply with the Inspection Order by converting the building back into a single-family dwelling and that the basement rental unit was already vacant at the time the Inspection Order was issued. When asked why she did not also carry out the work required by the Inspection Order, the Landlord maintained that she was seeking to comply with the order by converting the building back into a single-family dwelling.
6. While I am not satisfied that the Landlords' failure to comply with the Inspection Order dated January 18, 2018 constitutes harassment etc. or interference with the reasonable supply of vital services etc., I find that it constitutes substantial interference with the reasonable enjoyment of the rental unit or complex by the Tenant or a member of the Tenant's household and that it constitutes a breach of the Landlords' maintenance obligations under the Act. The items identified in the Inspection Order are serious, potentially life-saving measures warranting a significant abatement. Having said that, I accept that the Landlords mitigated the dangers associated with failure to comply slightly by keeping the basement unit vacant. I find it appropriate to order the Landlords to pay the Tenant a 25% abatement from May 16, 2018 to October 31, 2019 in the amount of \$5,914.11 (i.e. \$1,350.00 monthly rent \times 12 months \div 365 days \times 25% \times 533 days). I am not permitted to order an abatement for the period prior to May 16, 2018 because of the limitation period set out in subsection 29 (2) of the Act. I do not find it appropriate to order a fine with respect to this item since the Landlords have already been convicted and fined for failure to comply with the Inspection Order under the Fire Protection/Prevention Act. I also do not find it appropriate to order compensation for pain and suffering regarding this item as there was insufficient evidence to support such an award.

7. With respect to discontinuation of the gas supply, it was not contested that the Tenant detected a gas leak on December 2, 2018, that she contacted emergency services, that emergency services contacted the gas supply company, that the gas supply company identified deficiencies in the gas piping and gas furnace installation which caused the gas company to shut off the gas supply on December 2, 2018, and that the Landlords installed a new furnace and rectified all the deficiencies by December 7, 2018.
8. There is no indication that the interruption of the gas supply was anything other than an unforeseen maintenance issue which the Landlords rectified in a timely manner. As a result, I am not satisfied that the interruption of the gas supply supports a finding of harassment etc., or withholding/interference with the reasonable supply of vital services etc., or substantial interference with reasonable enjoyment of the rental unit or complex by the Tenant or a member of the Tenant's household.
9. While I am not satisfied that the discontinuation of the gas supply itself constituted a breach of the Landlords' obligations, I am satisfied that the Landlords breached their obligations under the Act by failing to ensure the rental unit remained fit for habitation while the gas was off (e.g. by supplying temporary electrical heating). The Tenant incurred out of pocket expenses for transportation (\$113.00) and for one night in a hotel (\$143.85) totalling \$256.85. I find it appropriate to order the Landlords to pay this amount to the Tenant as well as a 75% abatement for the five day period when there was no heat in the rental unit in the amount of \$166.44 (i.e. \$1,350.00 monthly rent \times 12 months \div 365 days \times 75% \times 5 days).
10. With respect to the porch/mobility ramp in the backyard, the Tenant testified that she discussed installation of a ramp on the back porch to accommodate her mobility scooter with the Landlords in August 2017 and September 2018. She also testified that she installed her own ramp at the time she moved in. She said that the porch needed to be replaced and that her own ramp was not safe because it was not secured properly to the porch, however, I did not find the Tenant's testimony sufficiently detailed or fulsome enough to substantiate that the porch or her own ramp were dangerous or insufficient. As such, I do not find the Landlords to be in breach of their obligations under the Act with respect to this issue because there was a functioning ramp in place for the duration of the tenancy.
11. With respect to pest control, the parties agreed that squirrels were infiltrating the rental unit, that the Landlords contacted pest control to address this issue, but that pest control was not effective in eradicating the problem. I find that for the most part that the Landlords took reasonable steps to address this issue by hiring professionals to address the problem. Having said that, the Landlords ought to have sought other professional help since the people hired were not able to eradicate the problem. Under these circumstances, I find it appropriate to order a minimal abatement of 1% from September 27, 2018 to October 31, 2019 in the amount of \$177.53 (i.e. \$1,350.00 monthly rent \times 12 months \div 365 days \times 1% \times 400 days).
12. With respect to kitchen cabinet baseboards/kickplates, the Tenant testified that her kitchen cabinets did not have baseboards/kickplates when she moved in. The Tenant did not present any evidence suggesting that the Landlords failed to meet their maintenance

obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards by not supplying the baseboards/kickplates. As a result, this portion of the application is dismissed.

13. With respect to breakers flipping and access to the basement unit to reset breakers, the Tenant testified that the Landlords gave the Tenant keys to the basement unit where the breaker panel was located when that unit became vacant. This allowed the Tenant to reset her breakers if any of them flipped. The Landlords subsequently took the keys to the basement unit back from the Tenant. The Tenant testified that her breakers flipped a couple of times after the Landlords took the keys back and that the Landlords would come the following day to reset the breakers. I find this to be a minor breach of the Landlords' obligation to maintain the rental unit. As such, I find it appropriate to only award a nominal abatement of \$5.00.
14. With respect to lawn maintenance, the parties agreed that the Landlords had contracted with a third-party to do the lawn maintenance. The Tenant testified that the third party was not taking care of the lawn so she hired someone else to do it on three occasions incurring out-of-pocket expenses totaling \$110.25. I find it appropriate to order the Landlords to pay the Tenant these out-of-pocket expenses.
15. With respect to the inoperable stove, the parties agreed that the Landlords would compensate the Tenant \$500.00 for out-of-pocket expenses for meals related to the stove being inoperable.
16. With respect to the electrical system deficiencies, the Oshawa Fire Services ordered an electrical safety inspection on November 8, 2018, the Landlords hired an electrician to address the issues, and the Electrical Safety Authority issued a report dated April 5, 2019 stating that the unit passed inspection. There was insufficient evidence before me to support a finding that the Landlords breached their maintenance obligations under the Act with respect to this issue.
17. The portion of the Tenant's application with respect to water leaking in the basement is dismissed as the basement did not form part of the rental unit.

It is ordered that:

1. Order TET-01964-19 issued on July 16, 2020 is cancelled and replaced by the terms below.
2. The Landlords shall pay to the Tenant \$5,914.11, representing an abatement of rent for substantial interference for failure to comply with the Inspection Order dated January 18, 2019.
3. The Landlords shall pay to the Tenant \$256.85, representing the reasonable out of pocket expenses the Tenant incurred for transportation and hotel stay.
4. The Landlords shall pay to the Tenant \$166.43, representing an abatement of rent for lack of heat from December 2, 2018 to December 7, 2018.

5. The Landlords shall pay to the Tenant \$177.53, representing an abatement of rent for squirrel infestation from September 27, 2018 to October 31, 2019.
6. The Landlords shall pay to the Tenant \$5.00, representing an abatement of rent for breakers flipping.
7. The Landlords shall pay to the Tenant \$110.25, representing the reasonable out of pocket expenses the Tenant incurred for lawn maintenance.
8. The Landlords shall pay to the Tenant \$500.00 which is the reasonable out of pocket expenses the Tenant incurred in relation to the inoperable stove.
9. The Landlords shall also pay to the Tenant \$50.00 for the cost of filing the application.
10. The total amount the Landlords owe is \$7,180.17.
11. The Landlords shall pay the Tenant the full amount owing by September 10, 2021.
12. If the Landlords do not pay the Tenant the full amount owing by September 10, 2021, they will owe interest. This will be simple interest calculated from September 11, 2021 at 2.00% annually on the balance outstanding.
13. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

September 1, 2021
Date Issued

Toronto East-RO
2275 Midland Avenue, Unit 2
Toronto ON M1P3E7



Richard Ferriss
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.