Order under Section 31
Residential Tenancies Act, 2006

Citation: Waddilove v EQB LTD, 2024 ONLTB 20538
Date: 2024-03-18 **File Number:** LTB-T-028161-23-IN

In the matter of: 110B, 721 Earlscourt Drive
Sarnia Ontario N7S1V1

Tenant

Between: Danielle Waddilove

And

Landlords

Equity Builders Ltd.
JOANNE SMOUT
TARANG SHAH
SARNIA
Ash Singh

INTERIM ORDER

Danielle Waddilove (the 'Tenant') applied for an order determining that EQB LTD (Equity Builders Ltd.), JOANNE SMOUT, TARANG SHAH, SARNIA and Ash Singh (the 'Landlords'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

This application was heard by videoconference over several days of hearing ending October 20, 2023. Following this, the parties provided written submissions.

The Landlord Legal Representatives Timothy Duggan and Natasha Mizzi and the Landlord Ash Singh participated in the hearings.

The Tenant's Legal Representatives Andrew Bolter and Melissa Bradley and the Tenants participated in the hearings.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Prior Orders:

1. The Board issued an interim order on May 8, 2023. (the restoration order) In that order the Board determined that some Tenants had been illegally locked out by their Landlord. The Board ordered the Tenants be put back into possession.

2. On July 17, 2023, the Divisional Court issued its endorsement regarding an appeal of the Board's interim restoration order. The Divisional Court quashed the appeal and directed the parties to the Board to reschedule the hearings.

3. The Board also issued an interim order on May 8, 2023, directing the Landlord to preserve the tenancies and property of the Tenant's. (the preservation order) In that order the Board was not satisfied that the Tenant's were locked out illegally by the Landlord.

4. On July 20, 2023, the parties appeared before the Board, where oral directions were provided to confirm dates for disclosure and hearings.

5. On March 11, 2024, the Board issued an Interim Order that set out the findings of the Board following the conclusion of the hearings and on review of all submissions by the parties.

6. The prior orders are incorporated into this order by reference. They should be read in conjunction with this order that will set out remedies and final orders for this application related to 721 Earlscourt Drive, Sarnia, building B as a result of a fire that occurred February 19-20, 2023.

Interim Order:

7. The Tenants in this application have not been restored possession of their rental unit.

8. It was uncontested that the Sheriff was not able to restore possession, because the Sheriff declared the unit unfit for habitation. The unit was found to be full of water, mosquitoes, and stench. It is in my view unimaginable what the remaining Tenants in the complex must be putting up with given the stench and mosquitoes coming from this unit.

9. It was uncontested that the Landlord has begun the process of remediation and restoration, however, there have been unreasonable delays in completing this work in a timely manner. See findings at paragraph's 122, 125, and 126 of the Interim Order dated March 11, 2024.

10. The Interim Order dated May 8, 2023, directed the Landlord to provide a case summary that included a remediation plan and timelines to restore possession. The Landlord did not do so.

> "It is Ordered that" at para 2(b)(i)
>
> b. Within 42 days of the date of this order:
>
> i. A case summary as described above. For the Landlord, this should include attaching a remediation plan and timelines to restore possession for the remaining Tenants.

11. The Landlord's case summary placed the blame on the Tenant for failing to remove their possessions so that the remediation could be undertaken.

12. In my view, since the flooding and damages are wholly the fault of the Landlord, and that the Landlord did not mitigate, did not remediate the flooding, just left it to fester and render the unit uninhabitable, that the Landlord ought to have at their own expense, removed the Tenant's possessions and paid for storage and access on behalf of the Tenant. The Landlord insistence that this was not covered by their insurance policy, does not adequately address the Landlord's responsibilities for the damages that occurred while the Landlord had complete care and control of the unit.

13. Therefore, if not already done, the Landlord shall be ordered to remove and repair the Tenants possessions and store them at the Landlord's expense and ensure that the Tenant is provided reasonable access to supervise this so that they might take some things if they choose. This does not preclude the parties from agreeing to dispose of anything that is damaged beyond repair and for such compensation for the Tenant accordingly.

14. I am exercising my discretion under section 2 and 23(1) of the Statutory Powers Procedures Act to secure the just, most expeditious determination that are proper to prevent an abuse of process in making this order at paragraph 13. The Landlord's failure to take any meaningful steps to correct the damages they are responsible for, by blaming the tenant, and thereby illegally locking out the Tenant is one of the most egregious abuses of process self-help actions of any landlord. The Tenant is for no fault of their own denied access to their home for themselves and their family.

15. The findings that the Tenant has been illegally locked out remains. The Tenant has a lawful right to return to their unit as soon as the Landlord completes the restoration work. Until that happens, this application cannot be resolved. The Tenant should not be put to the requirement to submit another T2 application alleging an illegal lockout where it has already been determined, should the Landlord not restore possession once the work is completed.

16. In the possibility of a mutual resolution between the parties to resolve the question of restoring the Tenant back into possession, this order sets out the remedies the Tenant has requested in their application.

17. In my view all of the issues save and except the Landlord's failure to restore the Tenant into possession and any compensation for interference with reasonable enjoyment arising therein have been resolved. The parties may request an order on consent to resolve this final issue. The Tenant shall otherwise advise the Board when they are restored possession or are withdrawing their request to be put back into possession.

18. I would also note, the Board must take into consideration section 8, O.Reg, 516/06 in any determinations. Therefore, the Tenant is directed to advise the Board once they are back in their unit, and the Board will schedule a hearing to determine this issue. The Tenant is permitted to amend their application to set out what remedy they seek in this regard.

19. In my view, it is reasonable to permit the Tenant to amend their application in this limited way because this could not have been reasonably foreseen when the application was filed, and also because at the conclusion of the hearings, the Tenant was not in possession and there was no indication of when they might be put back into possession.

Determinations:

1. The March 11, 2024, Interim order confirmed the May 8, 2023 (restoration) order that the Tenants had been illegally locked out of their rental order.

2. The March 11, 2024, Interim order confirmed the second May 8, 2023 (preservation) order that the Landlord had and continues to have lawful authority in accordance with the Order to restrict access to units set out in that Order.

3. The March 11, 2024, Interim order found that the Landlord substantially interfered with the reasonable enjoyment of the rental units or residential complex by the Tenants or by members of their households.

4. The March 11, 2024, Interim order also found that the Landlord obstructed, coerced, threatened or interfered with the Tenants.

5. The Tenant testified that they have resided in the rental unit since February 2025. This is a family of four, with two children, aged 13 and 5.

6. The Tenant testified that they were able to grab some clothes and stuff for their children after the fire.

7. The Tenant testified that “Jordon’s principle” funded their stay in a hotel until May 25, 2023. Jordan’s principle is an organization that assists indigenous children to ensure they receive shelter and food. They testified that after May 25, 2023, they resided in a friends basement. The living conditions were not good, they had to share a bathroom and the kitchen. Their friend has 3 dogs, and the youngest child is extremely allergic to dogs. The 5-year-old would still have hives and feel awful.

8. The Tenant testified that they reached out to the landlord on multiple occasions to see when they could return or to get some items. The landlord did not provide any information about when they could return.

9. The Tenant testified that the landlord demanded they get insurance for the unit when they could not even live in my unit. The landlord told them that until they have them proof of insurance, they could not access my items. They stated that once they provided the landlord with proof of insurance the Landlord scheduled 30 minutes to get all of all their things out of the unit in April.

10. The Tenant testified that when they went into my unit, they took a couple videos. There was nothing wrong with my unit and they retrieved some possessions. They were living in a hotel, and they didn't have anywhere to put their things. They stated that there were no damages from a flood at that time.

11. The Testified that the Landlord had contacted them to indicate that the unit had been broken into. The Landlord provided a series of photos to show that the unit was a mess.

12. The Tenant testified that on July 27, 2023, Ms. Bradley with CLAS, attended on their behalf for the Sheriff enforcement. They were informed that the Sheriff could not return possession because the unit was unfit for habitation. It was flooded and festering. They unit was boarded up with plywood.

13. The Tenant testified that they requested the Landlord provide another unit in the building that is not occupied or restricted by the order. The Landlord did not respond.

14. The Tenant testified that the Landlord failed to mitigate any damages to their unit and may have even been the cause of additional damage to the unit. They have no idea why the unit was not flooded and damaged in April when I entered but was flooded in July.

15. The Tenant testified that the Landlord’s handling them as tenant is disgusting and has made them feel less than human. They have lost everything. At the time of the hearings, their children were starting a new school year and they are still homeless.

Remedies

Out of pocket expenses

16. The Tenant requested reimbursement for out-of-pocket expenses. The Tenant claimed the amount equivalent to the insurance deductible in the amount totalling $3,000.00. The Landlord shall be ordered to pay this amount.

17. The Tenant testified that the monthly rent is paid direct to the Landlord by ODSP. They stated that the rent paid has not been returned to the Tenant.

18. The Tenant testified that there was furniture clothing, winter clothing and may other things left in the unit that they could not remove. They stated that they could not even tally the damages because they cannot view the unit.
19. The Tenants had been illegally locked out of their unit. They testified that their unit had not been damaged by the fire, as seen, during their visit in April 2023. However, they could not be put back into possession by the Landlord because sometime after April 2023, the unit was flooded, and was declared unfit for habitation by the Sheriff. The Landlord did not advise the Tenants that this had occurred.

20. The Landlord submitted that had the Tenants had tenant insurance they would have been compensated, and that by failing to have such insurance they failed to mitigate their losses.

21. I disagree; even if the Tenant's had insurance, it is most likely that there would have been a deductible, or in this instance because it was flooding not related to the fire and the actions of Sarnia Fire services that caused the damages, there may not be flood protection. There was no evidence on what tenant insurance may or may not have covered.

22. In my view, the damages are wholly the responsibility of the Landlord. They had complete care and control of the residential complex, had security to patrol the complex, and there were workers in the building. Someone must have noted the flooding, because the Landlord boarded up the windows, and yet the Landlord did not take steps to clean up the flooding to mitigate their own damages. This unit now must be remediated and rebuilt and the Landlord is insured for their own actions once again by their insurance provider. In my view these are aggravating factors that favour the award of this amount as requested.

23. I am satisfied that for a family of four, that the amount is reasonable, particularly since the family did remove some items, did receive support from Jordan's principle. However, they may not have been compensated for everything, many items still remained in the unit, and given this is a nominal amount, the amount is reasonable, and the Landlord shall be ordered to pay this amount.

General Damages

24. The Tenant is seeking compensation for the illegal eviction equivalent to the daily rent rate for each day that the Landlord refused access from February 27, 2023, to July 27, 2023, 150 days totalling $3,319.50.

25. The Tenant also claimed $5,000.00 for harassment they faced from the Landlord for attempting to secure their rights. They testified that it felt like the Landlord wanted them out of the residential complex, so they could redo the unit and raise the rent. They stated that they had been offered $5,000.00 to terminate the tenancy.

26. The Tenant also claimed $5,000.00 for coercion the Landlord used in attempting to constructively terminate the tenancy agreement. They testified that whenever they spoke with the Landlord Agent Joanne Smout, that they were always rude, kept demanding the Tenant to sign documents they did not agree with just to get their own belongings and children's medications.
27. In their closing submissions the Tenant claimed $10,000.00 in general damages. These were not included in the will say statement, nor in testimony. Therefore, it would be unfair to order these amounts where the Landlord had not been on notice of this additional amount.

28. The Divisional Court in *Mejia* v. *Cargini*, 2007 CanLII 2801 (ON SCDC), affirms that the Board may award damages under the "any other order" remedy clauses in the Act. This is compensatory damages following the principle of attempting to put the Tenant in the same position they would have been in had there been no breaches of the Tenancy. The Divisional Court awarded $4,000.00 general damages for interference with reasonable enjoyment.

29. The Landlord submits that the Tenant did not indicate in their application that they were seeking any other order specifying general damages. The application had not been amended to add that remedy, and therefore it should be denied.

30. The Landlord submitted that if the compensation for the illegal lockout is ordered it would amount to "double-recovery" as the Tenant was not required to pay rent.

31. The application did not check remedy 11, for any other remedy on their application.

32. The Tenant produced a will say statement that had been adopted under oath and the Landlord was able to cross-examine the Tenant.

33. The Tenant will say statement and testimony indicates that the Tennant is seeking general damages, that the amounts and reasons are set out.

34. I am satisfied that the Landlord had effectively been on notice via the will say statement and testimony that the Tenant was seeking general damages as described, even if not exactly framed as an amendment to the application.

35. General damages as explained above does not constitute 'double-recovery' as submitted; it is to make it right for the Tenant. The amount claimed and how arrived at were clearly known and the Landlord was able to cross-examine the Tenant on this.

36. The Board has previously found in cases of harassment and illegal lockouts that an amount for the illegal lockout is appropriate under general damages. See for example HOT-02167-17 (Re), 2019 CanLII 86881 (ON LTB), the LTB reasoned that:

> …it seems to me that the quantum of general damages normally awarded to compensate a tenant for an illegal lockout is $2,500.00. That sum takes into account the inherent indignity of having one's home taken away; the time, effort, frustration, and stress of having to arrange food and accommodations while also seeking legal assistance; and the inconvenience and displacement of being without a home.

37. The Landlord through his actions of locking out the Tenant and then denying access is in my view an outrageous breach of the tenancy. Taking this into account I am satisfied, in all the circumstances that general damages in the amount of $13,319.50 are appropriate. The Tenant was forced to endure sustained and ongoing harassment and coercion from the Landlord to try and convince the Tenant to move out. The Tenant is locked out, not because of the fire that occurred in February 2023, but because the Landlord failed to remediate a flood in the unit, that occurred sometime after the Tenant access to the unit in April 2023, while the Landlord had full care and control of the rental unit.

Rent Abatement

38. The Tenant is seeking an abatement of rent for the month of February that he was not able to occupy his rental unit for 8 days in the amount of $162.80.

39. The Tenant had been illegally locked out and could not occupy his rental unit as intended. Therefore, this amount shall be ordered. The Landlord submitted that the Tenant did not have an obligation to pay rent during this time.

40. The City of Sarnia amended their Order to permit the Tenants to return on February 27, 2023. Therefore, it is appropriate to order that the Landlord compensate the Tenants for the 2 days they were illegally locked out in February 2023, in the amount of $40.70.

Costs

41. The Tenant requested that their disbursement costs totaling $700.00 be ordered. The Tenant testified that they were not seeking legal fees, only disbursements, This is broken down as follows:

    a. Application fee: $53.00;
    b. Locksmith costs: 108.78; and
    c. Other disbursements totalling $538.22.

42. The Board's Interpretative Guideline 3, entitled Costs provides that the Board may order costs.

> In most cases, the only costs allowed will be the application fee. Where appropriate, this cost will be ordered regardless of whether or not the applicant seeks such a remedy.
>
> Other Costs. A party who wants to claim costs in addition to the application fee should be prepared to speak to the matter and to provide support for the claim. The other party will also be allowed to make submissions on the issue.

43. The Landlord was aware that the Tenant was seeking these costs as they were set out in the will say statement and confirmed in oral testimony. The Landlord had the opportunity to cross-examine the Tenant. The Landlord did not make submissions on costs.
44. I am satisfied that the application fee and disbursements should be ordered. The Tenants were represented by a Community Legal Clinic, funded by Legal Aid Ontario, and as such I have no reason to doubt the veracity of this amount.

Administrative Fine

45. The Tenants have sought an order that the maximum fine administrative fine against the Landlord be ordered.

46. Section 207(1) of the Act establishes that the Board has authority to award payment to any given person, of up to $35,000.00. This amount is independent of any award to the Tenant.

> **207** (1) The Board may, where it otherwise has the jurisdiction, order the payment to any given person of an amount of money up to the greater of $10,000 and the monetary jurisdiction of the Small Claims Court. 2006

47. Section 31(1)(d) of the Act provide that a Tenant may request that the Landlord pay a fine of up to $35,000.00 the current jurisdiction of the Small Claims Court.

> **31** (1) If the Board determines that a landlord, a superintendent, or an agent of a landlord has done one or more of the activities set out in paragraphs 2 to 6 of subsection 29 (1), the Board may,
>
> d. order that the landlord pay to the Board an administrative fine not exceeding the greater of $10,000 and the monetary jurisdiction of the Small Claims Court;

48. Under section 196 of the Act, where the Board receives information that an applicant owes money to the Board as a result of failing to pay any fine, fee or costs, the Board may, pursuant to its Rules:

> refuse to allow an application to be filed where such information is received on or before the day the application is submitted,

> stay or discontinue a proceeding where such information is received after the application has been filed but before a hearing is held,
>
> or delay issuing an order or discontinue the application where such information is received after a hearing of the application has begun.

49. While it is not binding upon me, the Board's Guideline 16 outlines relevant considerations in determining the appropriateness of an administrative fine:

> An administrative fine is a remedy to be used by the Board to encourage compliance with the Residential Tenancies Act, 2006 (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligations. **File Numbers:** LTB-T-074597-22 (formerly SOT-15435-20) LTB-T-074685-22 (formerly SOT-16695-20)

50. In effect, I should consider the nature and severity of the breach, the effect of the breach on the tenant, and any other relevant factors, such the conduct of the Landlord.

51. Deterrence for egregious conduct, beyond whatever deterrent effect simple damages might provide, is an over-riding factor.

52. In my view this is an appropriate case in which to impose the maximum administrative fine in the amount of $35,000.00. The Landlord not only blatantly disregarded the Act but also disregarded an order putting the Tenant back in possession. The Landlord's behaviour demonstrates a contempt for the Board and for the Act where they engaged in 'self-help' that must be addressed. I believe there are no other remedies that would provide adequate deterrence and compliance in these circumstances.

53. The Tenant is an Indigenous person with young children. They are in receipt of ODSP benefits and have limited income. The Tenant submitted that they had a very difficult time finding a place to live. A friend offered to rent them the basement of their house but the friend had dogs. Their youngest daughter is extremely allergic to dogs and required antihistamine daily which did not always work for her. On July 27, 2023, the Sheriff could not complete enforcement because the unit was boarded up, full of water and stench and mosquitos, it was not fit for habitation. It was noted that a hose was inserted through a hole drilled in the plywood covering the door. The Tenant shot a video of the unit in April 2023 when they were allowed brief access to the unit. The Landlord has produced coloured images of the unit. Neither the video nor the pictures show the unit to be flooded, breeding mosquitoes, and it appeared fit for habitation in April. The Tenant remains illegally locked out of the unit.

54. The Landlord was not able to provide a lawful authority for locking out the tenant once the City of Sarnia declared it safe for the Tenant to return. Occupancy was granted by the City of Sarnia because they deemed it safe. The Landlord did not appeal that order.

55. The Landlord did not voluntarily put the Tenants' back in possession; putting them to the further delay of requiring them to have the Sheriff enforce the Orders. The Landlord, then changed the locks, as noted so that the Landlord would have a "master key" for all units. This too is an egregious act because the Landlord did not follow the proper way to address the issue of the key which is for the Landlord to file an application against the Tenant. It was undisputed that the Landlord was given a copy of the key because they chose not to be available to return the Tenant into possession and provide keys to the Tenant.

56. The Board notes that the Landlord had been found previously to have illegally locked out Tenants after a fire in CET-10108-11, 2011 CanLII 13385 (ON LTB), that was confirmed at the Divisional Court, and at the Ontario Court of Appeal. A small fine of $500.00 had been awarded in that order "to deter the Landlord from contravening the Act in the future." That application involved a single rental unit.

57. The illegal lockout in this instance where the City of Sarnia permitted Tenants' to return, involves 14 applications before the Board. A further application was withdrawn; and another abandoned.

58. I note also that the endorsement issued the Divisional Court July 17, 2023, where the Landlord had obtained an automatic stay by appealing the Interim Order issued on May 8, 2023.

> Para 23
> Lawful termination of a tenancy under s. 50 requires a minimum of 120 days' notice to the tenant with such notice containing a right of first refusal to occupy the premises after the repairs or renovations are completed. I note that, in this case, neither of these tenant safeguards were respected by the Landlord before locking out the Tenants.
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> Para 24
> It is contrary to the spirit and intent of the legislative scheme governing residential tenancies provided for under the RTA, to grant the Landlord an appeal and therefore an automatic stay of the Order. To do so would deny the Tenants their presumptive right to occupy their units in circumstances where the Landlord has failed and/or refused to comply with the provisions of the RTA and has resorted to "self-help". I find that the automatic stay under s. 25 of the SP PA was never intended to be used by a landlord to subvert the presumptive right of a tenant to occupy their rented home.
>
> Para 25

> By virtue of the Order being interlocutory in effect, I find the Landlord had no right to appeal from the Order. Notwithstanding the Landlord's claim it was denied the opportunity to make full answer and response to the Tenants' applications, Mr. Singh has yet to place his direct evidence before the court despite the passage of more than two months since the Order was made. I find the Landlord's conduct is subversive of the processes enacted under the RTA for the protection of tenants, and brings the administration of justice into disrepute. I further find the Landlord's appeal of the Order is an abuse of process and was intended to delay proceedings before the Board and delay the Tenants' return to their residential units.
>
> Para 32
> I find that, in the circumstances of this case having regard to the findings made and, in particular, my finding that the appeal was tactical and intended to delay these proceedings, the Tenants are entitled to their substantial indemnity costs of the motion in the amount claimed.

59. The Landlord ought to have known that locking out Tenants without lawful authority would carry consequences, as it had in the past with this particular Landlord, Ash Singh. The Landlord was found to have abused his appeal rights to the Divisional Court with the intent to delay the Tenants return, and even then, compelled them to have the Sheriff enforce the restoration order.

60. The Landlord's actions not only constitute a breach of the May 8, 2023, order and that of the Divisional Court their actions constitute an egregious disregard of the Board's authority and of the Act. One of the explicitly stated purposes of the Act is to prevent unlawful evictions. In this case, despite being aware of a Board order putting the Tenant back in possession of the unit, the Landlord refused to voluntarily cooperate and once possession was restored, proceeded to change the locks to the unit. Essentially the Landlord locked out the Tenant not only in the absence of legal authorization but in spite of the Tenant's explicit legal authorization to possess the rental unit. This behaviour must be discouraged in the strongest terms.

61. I also note that Co-operators confirmed that the Landlord was compensated for lost rental income while the Landlord had illegally locked out the Tenants. In my view the Landlord should not be "rewarded" for their egregious conduct; however, that remains between the Landlord and their insurer.

62. A prior fine does not appear to have been a sufficient deterrent and suggests a substantial fine may be appropriate in these circumstances.

63. The Tenants submitted that the Landlord is a "large corporate landlord" whose primary business is residential tenancies. As such, it is likely they may find themselves back in front of the Board and that therefore the maximum fine is appropriate to deter any future similar conduct of this Landlord.

64. The Landlord submitted an administrative fine is not warranted; that there was no blatant disregard for the RTA, rather the Landlord was only concerned with the safety and wellbeing of its tenants.

> The Landlord made the difficult decision of restricting the ability of the tenants of the Residential Complex to access or return to their respective units, until the repair and remediation work had been completed. This difficult decision was made in the interests of the safety and well-being of the tenants, as the Landlord's professionals had advised it that there was a risk to the tenants' safety and well-being if they returned to the Residential Complex before all work had been completed and before the appropriate professionals confirmed that the Residential Complex was fit for occupancy.

65. In my view, it was not unreasonable for the Landlord to be concerned about the Tenant's welfare, regarding the presence of asbestos or air quality. However, I also note that in part, this concern was also informed by a concern that if the Tenants returned that the Landlord may be liable for any impacts on the tenants' health that might arise if they returned. That concern is not a lawful authority to lock out the Tenants. The Landlord ought to have requested an order from a competent authority to restrict access or appealed the City of Sarnia order if they disagreed with it. The Landlord did neither of these things.

66. In this case, the Landlord's concern rings hallow. The unit became unfit for habitation while the Landlord had care and control over the unit. The Landlord did not advise the Tenant of the flooding and took no action to immediately remediate the flooding to mitigate any damages. In my view, these are aggravating factors that favour the maximum possible fine against this Landlord.

It is ordered that:

1. The hearings for this application will be continued once the Tenant is restored possession. The parties shall so advise the Board.

2. The Landlord shall at their own expense remove, repair and store the Tenant possessions, until the Tenant is fully restored possession of the unit. The Landlord shall make every effort to collaborate with the Tenant to permit the Tenant to be present when the Landlord removes the contents from the rental unit.

3. The total amount the Landlord / Landlord's Agent / Superintendent shall pay the Tenant is $17,060.20. This amount represents:

    - $40.70 for a rent abatement.
    - $3,000.00 for out of pocket expenses.
    - $700.00 for the cost of filing the application, locksmith fees and other disbursements.
    - $13,319.50 for General Damages.

4. The Landlord shall pay the Tenant the full amount owing by March 29, 2024.

5. If the Landlord does not pay the Tenant the full amount owing by March 29, 2024, the Landlord will owe interest. This will be simple interest calculated from March 30, 2024, at 7.00% annually on the balance outstanding.

6. The Landlord Equity Builders Ltd., shall pay to the Landlord and Tenant Board an administrative fine in the amount of $35,000.00 by March 29, 2024.

March 18, 2024
Date Issued

_____
Robert Patchett
Vice Chair, 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.

Payment of the fine must be made to the LTB by the deadline set out above. The fine can be paid by certified cheque, bank draft or money order made payable to the Minister of Finance. If paying in person, the debt can also be paid by cash, credit card.