



Order under Subsection 30 Residential Tenancies Act, 2006

Citation: Heywood v Murray, 2024 ONLTB 19659

Date: 2024-03-15

File Number: LTB-T-073210-23

In the matter of: 59 KING ST
GEORGETOWN ON L7G2G6

Between: Kristin Heywood Tenant

And

Blake Murray Landlord

Kristin Heywood (the 'Tenant') applied for an order determining that Blake Murray (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 videoconference on January 29, 2024.

Only the Tenant attended the hearing.

As of 9:45 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: The Landlord breached their obligations to provide and maintain the rental unit in a good state of repair and fit for habitation, in compliance with health, housing and maintenance standards, specifically in failing to:

- (a) Install a weather strip on front door of the rental unit;

- (b) Reasonably inspect the mold located in the basement, the sunroom and mudroom of the rental unit and rectify the mold issue;
- (c) Replace tiles in the kitchen, which have become dislodged or are peeling; and (d) Replace latch on the back gates.

2. Therefore, the Landlord must:

- (a) Install a weather strip on the front door of the rental unit;
- (b) Hire a mold inspection company to assess the mold located in the basement, the sunroom and the mudroom of the rental unit and follow the recommendations of the mold inspector to address the mold issue in the basement;
- (c) Replace tiles in the kitchen that have become dislodged or are peeling; and
- (d) Replace latch on the back gates.

(the “**Repairs**”)

Tenant’s Testimony

3. The Tenant stated that the rental unit is a house built in 1898. The Tenant accepts that the rental unit is old, however, the Tenant indicated that the work she is requesting is to make sure that the rental unit is suitable for habitation.

a. Potential Mold: the Basement, front sunroom and Mudroom

4. The Tenant stated that the basement forms part of the rental unit. She said that the basement is full of mold. The Tenant has tried to store items in the basement, but they end up “all green” and moldy. The Tenant stated that she also has the issue of mold in the mudroom and sunroom.

5. The Tenant said that she suspects there is black mold in the rental unit but cannot be sure since the Landlord has not done anything to inspect the rental unit for mold. The Tenant constantly runs four dehumidifiers in an attempt to address the moisture, which she suspects may be causing the mold.

6. The Tenant told the Landlord about this issue in June of 2023. Since that time, the landlord has not done anything to address the mold issue.

b. Weatherstrip

7. The Tenant stated that the weatherstrip on the front door has to be replaced. The Tenant told the Landlord that this was the case in June of 2023; however, the Landlord has failed to replace the weatherstrip.

c. Kitchen Floor Peeling

8. The Tenant stated that the kitchen floor is peeling and needs to be fixed. The Tenant suspects that the floor is peeling because of the moisture issue in the rental unit. The Tenant stated that the floor is so damaged that she cannot run a mop over it.

9. The Tenant told the Landlord about the kitchen flooring in June of 2023.

10. The Tenant stated that a flooring contractor came to inspect the flooring in the kitchen and told her that every edge was lifting. The Landlord was told this information. Notwithstanding, the Landlord has not done anything to address this issue.

d. Back Gates

11. The Tenant stated that the back gate latches and that the latch is not working property. In June of 2023, the Tenant asked the Landlord to repair and/or replace the latch.

12. The Tenant stated that the Landlord has not addressed this issue.

Analysis

13. Section 20(1) of the *Residential Tenancies Act, 2006* (the 'Act') makes it so that a Landlord must repair and maintain a rental unit in a reasonable state of repair. In this case, the Tenant has, on a balance of probabilities, satisfied the Board that (a) there are four ongoing maintenance issues (as outlined above); (b) the Landlord was aware of the maintenance issues since June of 2023; and (c) the Landlord has done nothing to address the issues. Accordingly, I find that the Landlord has breached their obligations under s. 20 of the Act with respect to the items outlined in this order.

Remedy

14. The sole remedy that the Tenant is seeking is an order from the Board requiring the Landlord to do the repairs, replacement or other work necessary in order to address the issues raised by the Tenant.

It is ordered that:

1. The Landlord shall do the Repairs by May 31, 2024.
2. If the Landlord does not do the Repairs by May 31, 2024, the Tenant is authorized to arrange for the Repairs to be done and may recover the cost of the Repairs by deducting

the amount from the rent owing for the months after the Repairs are done until there is no longer any money owing.

3. The Landlord shall also pay the Tenant is \$48.00 filing fee on or before March 26, 2024.
4. If the Landlord does not pay the Tenant the full amount owing by March 26, 2024, the Landlord will owe interest. This will be simple interest calculated from March 27, 2024 at 7.00% annually on the balance outstanding.

March 15, 2024

Date Issued

Julia Toso

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.