



**Order under Subsection 30
Residential Tenancies Act, 2006**

Citation: Ingrosso v 5 BLUE STARS INC., 2024 ONLTB 13861

Date: 2024-03-07

File Number: LTB-T-019968-22

In the matter of: 173510 COUNTY RD 25
GRAND VALLEY ON L9W0L7

Between: Stefania Francesca Ingrosso Tenant

And

5 BLUE STARS INC. Landlord

Stefania Francesca Ingrosso (the 'Tenant') applied for an order determining that 5 BLUE STARS INC.(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 15, 2024.

Only the Tenant's Representative Scott McAllister and the Tenant's Agent William Fair attended the hearing.

As of 1:22 pm, 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.

The Tenant's Representative testified that he had communication with the Landlord at 8:45 am and believed the matter was resolved and expected the Landlord to attend.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application. Therefore, the Landlord must pay a rent abatement and costs to the Tenant totaling \$7,548.00.

Background facts

2. The rental unit is a farm property with 26 rooms in the rental unit, a horse barn, shed and a private road leading to the property.
3. The tenancy began March 1, 2022.
4. The Tenant's T6 application was filed April 6, 2022, just over 1 month after moving into the rental unit.
5. The monthly rent is \$7,100.00.
6. According to Schedule A of the lease agreement, the Landlord was to complete the necessary repairs to the rental unit prior to the Tenant taking possession.
7. As a result of the condition of the rental unit and the lack of maintenance by the Landlord, the Tenants vacated the rental unit on June 30, 2022. As a result of vacating the unit, the Tenants are no longer seeking an order requiring the Landlord to repair the outstanding issues and/or provide notice prior to attending the rental unit to preform the repairs.

Maintenance Issues

8. The Tenant's T6 application raises 10 maintenance issues: carpet, electrical, water, stair railings, heat, pest infestations, leaking roof, mould, septic backup and the private road. The Tenant testified that all of the maintenance issues were raised with the Landlord within the first month of the tenancy and as of the date of this hearing, the maintenance issues have not been corrected by the Landlord.

Carpet

9. The Tenant, William Fair, testified that the carpet within the rental unit is in such bad condition due to age and usage that it needs to be replaced. Upon moving in, the Tenant brought this issue to the attention of the Landlord, but the Landlord would not address the issue.

Electrical Issues

10. The Tenant testified that the electrical outlets are not to code and create a fire hazard. The Landlord has refused to have a professional electrician attend the rental property and repair the outlets.

Water

11. The Tenant testified that since the day that they moved into the rental unit, the water from the taps is black and unusable. This issue was immediately raised with the Landlord.
12. The Tenant testified that all water to be used had to be bought by the Tenant resulting in the Tenant spending money weekly for jugs of water to be used for drinking, cooking and washing.
13. The Tenant testified that approximately 1.5 months after the Tenant raised the issue of the black water to the Landlord, a plumber was sent to the rental unit. The plumber was able to partially correct the problem, and some clean water is now available but the issue still remains in some areas of the rental unit's water up to the date of vacating the rental unit.

Stair Railings

14. The Tenant testified that the railings on the staircase are loose and create a safety hazard. The Landlord was asked to hire a contractor to fix the railings, but the railings have never been fixed.

Heat

15. The Tenant testified that approximately 25% of the rental unit is heated by natural gas and the remaining 75% are to be heated by baseboard heating. The Tenant testified that none of the baseboard heaters work, leaving approximately 75% of the house that is too cold to use during the colder months.
16. The Tenant testified that the issue of no heat in 75% of the rental unit was immediately brought to the Landlord's attention and the Landlord has failed to have the baseboard heaters fixed.

Pest Infestations

17. The Tenant testified that racoons and squirrels live in the ceiling as a result of the poor condition of the roof. The racoons and squirrels have damaged the ceilings and feces and urine from them drop to the floor creating unsanitary conditions and infestations of flies.
18. The Tenant further testified that the rental unit is infested with mice. The Tenant has purchased numerous mouse traps and has been successful in lowering the infestation, but the infestation is still present.

19. The Tenant further testified that all of the infestation issues were brought to the Landlord's attention within the first month of the tenancy but the Landlord has failed to address the issues.

Leaking Roof/Mould

20. The Tenant testified that several areas of the roof are in such poor shape that those areas are continually leaking water into the rental unit. As a result of the water leaking into the rental unit, mould is growing in multiple areas and directly affecting the health of the Tenants.
21. The issue of the roof leaks and the resulting mould was brought to the Landlord's attention and the Landlord has refused to fix the problem.
22. The Tenant paid to have a mould inspection done at the rental unit, a copy of the mould inspection report was produced at the hearing. The results showed the presence of mould. The report was forwarded to the Landlord but the Tenant received no response from the Landlord.

Septic Backup

23. The Tenant testified that the rental unit has been flooded 3 times since the beginning of the tenancy. Each time a flood occurs, the septic backs up in to the rental unit, causing unsanitary conditions.
24. The Tenant testified that the Landlord has been made aware of the flooding and the septic backing up into the rental unit as a result, but the Landlord has failed to have the issue fixed.

Private Road

25. The Tenant testified that the only access to the rental unit is a private road. Due to flooding, the private road was washed away.
26. The Tenant requested that the Landlord have the roadway repaired but the Landlord refused. As this is the only access to the rental unit, the Tenant paid for a temporary fix at a cost of \$400.00. The Tenant is seeking an order for the out-of-pocket expense and an order for the Landlord to hire a contractor to permanently repair the private road.

27. Based on the uncontested evidence before me, I find on a balance of probabilities that the Landlord is in breach of the maintenance obligations under subsection 20(1) of the Act.

Remedies

28. The Tenant testified that the rental property has had many problems from the onset of the tenancy and although the Landlord was made aware of each of the issues as they arose and continued throughout the tenancy, the Landlord has failed to remedy the issues.

29. The Tenant further testified that approximately 75% of the rental unit is unusable, whether it is the lack of heat in the colder months, the mould, septic backup, water leaks or feces from rodents. The Tenant stated that the family's health and reasonable enjoyment of the rental unit has been greatly impacted by the lack of maintenance by the Landlord.

30. In the Tenant's application, the Tenant is seeking a rent abatement of 100% of one month's rent.

31. I find that a 100% abatement of one month's rent would be appropriate in this situation. During the short-term tenancy, only lasting 4 months, the Tenants were denied the reasonable enjoyment of the rental unit due to the overwhelming amount of issues with rental unit.

32. The Tenant also sought the \$400.00 which the Tenant paid out of pocket to have the private road temporarily fixed to maintain access to the rental unit. I find that the Tenant is owed the \$400.00, therefore this amount will be awarded.

It is ordered that:

1. The Landlord shall pay the Tenant is \$7,548.00. This amount represents:

- \$,7,100.00 for a rent abatement.
- \$400.00 for the reasonable out-of-pocket expenses that the Tenant has incurred to repair the private road.
- \$48.00 for the cost of filing the application.

5. The Landlord shall pay the Tenant the full amount owing by March 18, 2024.

6. If the Landlord does not pay the Tenant the full amount owing by March 18, 2024, the Landlord will owe interest. This will be simple interest calculated from March 12, 2024 at 7.00% annually on the balance outstanding.

8. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 7, 2024

Date Issued

Brenda Mercer

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.