



Order under Subsection 30 Residential Tenancies Act, 2006

Citation: Areski v RIO VISTA APARTMENTS, 2023 ONLTB 76778

Date: 2023-11-27

File Number: LTB-T-075394-22 (EAT-90291-20)

In the matter of: 1411, 400 Stewart Street
Ottawa ON K1N6L2

Between: Houda Areski Tenant
Oussama Benbila

And

RIO VISTA APARTMENTS Landlord

Houda Areski and Oussama Benbila (the 'Tenant') applied for an order determining that RIO VISTA APARTMENTS (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 September 1, 2021. It was reconvened on March 23, 2022, and October 12, 2022.

The Tenants and the Tenant's Legal Representative, Amri Murray attended the hearing on September 1, 2021. One of the Tenants, Houda Areski (HA), the Tenant's Legal Representative Grace George, and the Landlord's Agent, Paul Kyte, attended the hearing on March 23, 2022. One of the Tenants, HA, and the Landlord's Agent, Paul Kyte, attended the hearing on October 12, 2022.

The application was amended to remove several allegations, and to amend the remedy sought.

Determinations:

Preliminary Matter:

Landlord's reasonable ability to participate:

1. As I noted in my interim order (EAT-90291-20-IN2), at the March 23, 2022 instance of the hearing, the Landlord's Agent argued that he was unable to participate in the September 1, 2021 hearing because his mother was terminally ill at the time. The Landlord's Agent did not inform the Board that he would not be able to participate, and first contacted the Board on November 1, 2021, 2 months after the hearing. The Landlord's Agent did not provide any documentary evidence to support his contention that he was unable to participate. The Landlord's Agent is an employee of the Landlord and the Landlord's Agent did not explain why the Landlord had not sent someone else to represent the

Landlord at the hearing. As the Landlord did not contact the Board to notify the Board that the Landlord's Agent was not able to participate until 2 months after the hearing, and did not send a representative in his place, I cannot find that the Landlord was not reasonably able to participate at the September 1, 2021 instance of the hearing.

2. At the hearing on March 23, 2022, the Landlord's Agent confirmed that there were maintenance issues in the unit, that the Tenants were entitled to an abatement, and he committed to have the outstanding repairs completed. The Landlord's Agent and the Tenant's Legal Representative had a private discussion prior to the hearing, but were unable to resolve all of the issues in the application.
3. Throughout the March 23, 2022 hearing, the Landlord's Agent stated that he was prepared to participate in a full hearing, but that he was at a disadvantage because he had not heard the totality of the Tenants' evidence.
4. The Landlord's Agent confirmed that he had received the Tenant's disclosure evidence prior to a December, 2020 case management hearing, and prior to the hearing. He also confirmed that he had reviewed the Tenant's evidence.
5. At the March 23, 2022 hearing, the Landlord's Agent presented his reply evidence and testified to the Landlord's response to all of the issues presented in the Tenant's application. The Tenant's Legal Representative conducted a cross examination, and the Tenant gave rebuttal evidence, which the Landlord's Agent was given an opportunity to respond to.
6. I am satisfied that the Landlord's Agent had an opportunity to fully address the allegations set forth in the application and at the September 1, 2021 hearing, in the more than 2-hour hearing on March 23, 2022, and to further address areas of dispute at the October 12, 2022 instance of the hearing.

T6 Application

7. As explained below, the Tenant has proven on a balance of probabilities that the Landlord failed to meet their maintenance and repair obligations under Section 20 of the Act with respect to the windows, floors, closet door, and baseboards in the rental unit.
8. Therefore, the Landlord must pay the Tenants \$14,563.43, which represents a rent abatement (\$14,518.43) and reimbursement of the application filing fee (\$45.00).
9. Section 20 of the Act hold the landlord responsible for providing and maintaining the rental unit in a good state of repair.
10. In *Onyskiw v. CJM Property Management*, 2016 ONCA 477 (CanLII), the Court of Appeal determined that a contextual approach should be adopted when considering a landlord's potential breach of subsection 20(1) of the Act and a breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances.

11. I must also apply subsection 30(2) of the Act, and consider whether the tenant, or former tenant, advised the landlord of the alleged breaches before applying to the Board.
12. In their T6 application, the Tenants allege that the Landlord failed to meet their maintenance and repair obligations with respect to:
 - Loose and leaking dining room window
 - Moisture and insulation issues around living room window
 - Moisture and insulation issues around bedroom windows
 - Loose flooring
 - Missing closet door
 - missing baseboards
13. The unit is on the 14th floor of a multi-residential apartment building. The unit is on the 14th floor of a multi-residential apartment building. The unit has 2 bedrooms and an open living room/dining room area.
14. The Tenants entered into a rental agreement on October 15, 2019 for a one-year period beginning on December 15, 2019. The Tenant's moved into the unit on December 15, 2019 with their 2-year old child.
15. The rent was \$1,795.00.
16. The Tenants moved out of the unit on August 31, 2022.
17. There was broad agreement that the repair and maintenance issues existed, and the Landlord had completed most of the repairs by the time the Tenants vacated the rental unit. The outstanding areas of dispute are the reasonableness of the Landlord's response with respect to the dining room window, and the quantum of abatement sought by the Tenant.

Evidence

18. The Tenants submitted photographs, video evidence, documentary evidence, including a municipal order, fire department report, inspection report of a restoration company, and email and written correspondence in support of their testimony. The Tenants did not call any witnesses to testify. HA testified on behalf of the Tenants.
19. The Landlord's Agent did not attend the first instance of the hearing, but introduced the Landlord's evidence at the March 23, 2022 hearing date. The Landlord submitted three invoices in support of their oral evidence. One invoice was for painting and caulking and was dated November 18, 2019. The second invoice was dated April 30, 2020 and was for "temporary window stabilization." on April 15, 2020. The third invoice was for window repairs and was dated January 7, 2021. The Landlord did not call any witnesses to testify.

Dining Room Window

December 15, 2019 – April 15, 2020

20. It is not disputed that the dining room window was in need of repair. The window in question is approximately 2 metres by 3 metres in size and located in the dining room area of the unit.
21. HA testified that both the Landlord and the Tenants were aware of the problem prior to the Tenants' moving into the apartment, and that the Landlord's staff had pointed the window out to the Tenants and assured the Tenants in September, and October, 2019 that the window would be replaced prior to their move-in date of December 15, 2019. In November, the Tenants were informed that it would not be possible to replace the window in winter because it had to be done from outside, and that a temporary repair would be done to secure the window until the window could be replaced. The window had not been repaired or secured when the Tenants moved in.
22. The Tenants submitted video recordings of the window, taken when they moved in, which revealed that the window frame was loose in its casement and when the wind was blowing, the window tilted outward from the top and side separating several inches from the casement. The Tenant also submitted photographs of water leaking from the top of the window into the unit, and water collecting on the window ledge.
23. HA testified that the Tenants were very concerned about the impact of the window on their child's safety. The Tenants barricaded the living room and dining room area to keep their toddler away from the window, and HA slept in the living room in case her child got out of the bedroom at night. Tenants also had difficulty sleeping, particularly when it was windy, because of the noise made by the window. The lack of seal on the window also made the living room and dining room area cold.
24. HA testified that the Landlord had committed to fix the window repeatedly, before and after they moved into the unit. On at least 2 occasions in January and March 2020, the Tenants had arranged to be home to meet contractors who did not show up.
25. The Tenants submitted communications with building management between December 2019 and April 2020 in support of HA's testimony that the Landlord was aware of the problem with the window, and the Tenants' concerns, as well as other maintenance concerns.
26. In late March, 2020, the Landlord's building staff installed a cable in an attempt to temporarily secure the window, and on March 29, 2020, HA emailed the Landlord's building management to let them know that the cable had broken within a few days.
27. HA testified that the Tenants called the fire department on April 13, 2020, because the wind was particularly strong, and the Tenants were concerned that the window would fall to the ground. The fire department report indicates that fire personnel spoke with the building management who informed the fire department that the Landlord would not take

any action that night, and although the window seal was broken they thought it was safe. The fire incident reports states:

“the window was not secured and posed a serious risk to both the tenant and anyone below.

Crews worked to help secure the window temporarily but told the tenant to ensure management fixes the window as soon as possible.”

28. HA further testified that the Landlord’s contractor came on April 15, 2020 to fix the window, again on a temporary basis, and informed the Tenants that the contractors would require at least 4 weeks to get the necessary supplies to repair the window. The repair did not happen at that time.
29. At the hearing on March 23, 2022, the Landlord’s Agent repeatedly referred to the events of April 13, 2020 as the “incident,” and argued that the Landlord had taken action within 48 hours of discovering the problem to stabilize the window.
30. At the October 12 hearing, the Landlord’s Agent testified that to the best of his recollection, the Landlord had been aware of the problem with the dining room window and thought it had been replaced, and that the problem had been solved. The Landlord’s Agent testified that the living room window had been replaced instead, and that he first became aware that there was a still an issue with the dining room window on April 13, 2020. However, the invoice for the living room window is dated January 7, 2021, almost 9 months after the fire department attended the unit.
31. I prefer the Tenants’ internally consistent evidence, which is supported by documentary, video and email evidence, that the issue with the window predated their tenancy, and that the Tenants had been in contact with the Landlord’s building staff over a period of 4 months with increasing urgency prior to calling the fire department. The Tenants also provided photographic and email evidence that the Landlord’s Superintendent had attempted to stabilize the window more than two weeks prior to the Tenant’s calling the fire department, in contradiction to the Landlord’s Agent’s testimony that the issue with the dining room window came to the Landlord’s attention on April 13, 2020.

April 16, 2020- May 9, 2022
32. The Tenants continued to have problems with water leaking and cold temperatures after the contractor’s temporary stabilization, and cracks around the right side of the window continued to worsen.
33. The Tenant submitted photographs of the window after the contractor had completed the temporary stabilization, which reveal significant water leakage and gaps between the window and the wall.
34. On August 10, 2020, a contractor visited the unit to assess the window and the Tenants were told that the contractor would return in September, 2020. The contractor did not return in September.

35. On September 24, 2020, the City of Ottawa issued an Order requiring the Landlord to correct violations of the Property Standards By-Law. The Landlord was given until October 16, 2020 to:

“repair or replace windows and window casings in the unit that are damaged and ensure that windows are in a weather-tight condition”

and

“repair deteriorating walls around the windows.”

36. HA testified that the municipal inspector informed the Tenant that the Landlord’s Agent had requested and received an extension to complete the repairs because of difficulty ordering a custom-made window. The municipal inspector called the Tenants about 2 months later to ask if the repairs had been done, and informed the Tenants that they had not been able to reach the Landlord’s Agent. The Tenants had no further contact with the municipal inspector and the repairs were not done.

37. On December 2, 2020, the Tenants received a report from a restoration company, who they had engaged to inspect the premises. In the letter to the Tenants the inspector states:

“Dining room window is in need of a complete window unit replacement. This window is being held in and with high winds at the height of the 14th floor this could be a possible danger to come loose and fall. There is also temporary insulation foam that has been used that does not adequately keep out the cold or water getting in to the unit. There would need to be some structural work done to insure the new window will be solidly in place.

The windows in the living room are leaking when it rains and as evidenced on the window sills there is a great amount of rotting and the possibility of mould growth is high.

The two bedrooms also require a mould remediation, the exterior walls are showing evidence of mould and constant water infiltration through the windows. It is my opinion that if this work is not completed in a reasonable time frame that the issue will only worsen”

38. On January 7, 2021, the Landlord’s contractor attended the unit to repair a window, however, the contractor repaired the living room wall and window, and the dining room window remained unrepaired. The Landlord’s Agent submitted a copy of an invoice for the repair.

39. The Landlord’s Agent’s testimony was vague and contradictory with respect to this repair. The Landlord’s Agent initially testified that the invoice was for repair and replacement of the bedroom windows, and had occurred prior to the Tenant’s moving into the unit in December, 2019, and as noted above, later testified that he thought the dining room window had been replaced.

40. The Landlord's Agent argued that, after April 15, 2020, it had taken a significant amount of time to find a contractor to do further repair work on the dining room window due to the pandemic. The Landlord's Agent testified that he had received an extension for the municipal order, because his previous contractor had informed the Landlord's Agent in October 2020 that the window would have to be replaced with a custom window, but his previous contractor had not provided the Landlord's Agent with a quote. The Landlord's Agent also testified that there was significant inspection work that needed to be done because replacing one window could create problems with other windows.
41. The Landlord's Agent further testified that the contractors who were engaged at the time of the March 23, 2022 hearing, had determined that the window did not need to be replaced, but that the work they were doing to repair the buildings exterior walls should suffice as a solution to the Tenant's window. The Landlord expected the work to be completed within one week of the hearing.
42. The Landlord's Agent's testimony with respect to the delay is not consistent with the evidentiary record. The Tenant had testified that several contractors had attended the unit over the 27 months prior to the March 23, 2022 hearing date, and had not been engaged to do the work. The living room window had been repaired in 2021, and other window and insulation work had been done in the building during that time.
43. Therefore, I am not satisfied that the Landlord's response was reasonable under the circumstances. While the Landlord may have replaced the wrong window in January 2021, the Landlord's employees were present in the unit and aware at the time of the repair that the dining room window still needed to be addressed. Additionally, the municipal order was specific to "windows" in the unit, so the repair of any one window did not address the repairs the Landlord was required to make. Although the COVID pandemic may have played a role in delaying the Landlord's repair efforts for some time after April 15, 2020, I am satisfied that the Landlord was aware of the problem prior to the Tenants occupying the unit in December, 2019, and did not address the issue in the months preceding the COVID health measures, nor in the 23 months following the fire department's attendance at the unit. The Landlord received the municipal order 17 months prior to commencing the repair, which, in my view, is not reasonable under the circumstances.
44. It is not disputed that the repair of the dining room window was completed on May 9, 2022.
45. Therefore, based on the evidence before me, I find, on a balance of probabilities that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair and maintain the rental unit and failed to comply with maintenance standards as set out in the above- mentioned municipal order. The Tenant is entitled to an abatement for the dining room window for the period between December 19, 2019 and May 9, 2022.

Living room window

46. HA testified that the unit had been painted prior to the Tenant's moving into the unit, but within the first few months of the tenancy, there was evidence of moisture and peeling paint around the window in the living room. The Tenants first raised concerns about the living room window in their March 21, 2020 email to the building management. The Tenants submitted photographs of the window and wall in support of their testimony.
47. As noted above, the Landlord's Agent initially testified that the bedroom windows had been repaired in January 2021, however, after some discussion with the Tenant about the state of the windows, and the cold temperatures in the bedrooms, the parties agreed that the living room window had been repaired, and that the bedroom windows were still in need of repair. Therefore, I find, that the Tenants are entitled to an abatement for the living room window for the period between March 21, 2020 and January 7, 2021.

Bedroom Windows

48. HA testified that the Tenants informed the Landlord about the problem of the temperature of the bedrooms when they first moved into the unit. It was winter, and the bedrooms were very cold. Over the next couple of months, the paint began to peel around the bedroom windows and water was visibly leaking around the windows. The Tenants submitted photographs of the windows taken in March 2020.
49. HA testified that the Tenants purchased an insulation kit to attempt to address the issue of the cold temperature in their child's room, and used additional blankets, but it remained an ongoing concern to the Tenants. HA testified that in October 2020, the Landlord had sent contractors to the residential complex to do work on the insulation and windows, however the contractors did the work on the floor below the Tenants' floor, and the Tenants were informed that the insulation work on their floor could not be done until after the winter. The repairs to the bedroom windows were not done in 2021. While HA testified that 2 contractors had informed the Tenants that there was no insulation in the outside wall of the child's bedroom window, the Landlord's Agent testified that he had never been informed that there were insulation issues with the windows and that all that was required was paint and caulking. As noted above, the Landlord's Agent had also testified that the bedroom windows had been replaced, when they had not.
50. I prefer the Tenant's evidence, which is internally consistent and supported by documentary evidence. The Landlord's Agent committed to inspecting the issue the following day.
51. At the October 12, 2022 hearing date, HA testified that the inside of the child's bedroom was repaired, but the outside of the window was not sealed. The window in the Tenant's bedroom was not repaired. The Landlord's Agent testified that to the best of his knowledge the inside of the unit was repaired by May 9, 2022, and that the outside of the building had been addressed, by restoring panels on the outside of the building which had shifted to allow moisture to enter around the windows. As HA did not present any evidence to rebut the Landlord's assertion that the work on the outside of the bedrooms had been completed, I find that the repairs to the child's bedroom were completed on May

9, 2022, and that the repairs to the interior of the Tenants' bedroom were not repaired when the Tenants moved out of the unit on August 31, 2022.

52. Based on the evidence before me, I find, on a balance of probabilities, that there was a maintenance and repair issue with respect to the windows and walls in the bedrooms. Although there was conflicting testimony about the adequacy of the installation, and the nature of the repair required to the exterior walls, it was not disputed that water was entering the windows. The Tenant informed the Landlord of the issue in December, 2019 and repeatedly requested that the bedroom windows be addressed. The Municipal Order dated September 24, 2020 required the Landlord to repair the windows. The Tenants are entitled to an abatement for the bedroom windows for the period between December 15, 2019 and August 31, 2022.

Other maintenance issues

53. From the time that the Tenants moved into the unit, the Tenants communicated with building management with several maintenance issues that were first discovered either prior to, or at the time, the Tenants moved into the unit. These issues included: loose floorboards and gaps in the flooring, missing baseboards in the living room and dining room, and a missing storage closet door. At the March 23, 2022 hearing, the Landlord's Agent did not dispute that there were outstanding repairs to be done to the unit, or that the Tenants' were entitled to an abatement, and committed to visit the unit himself the following day, and ensure that the repairs were done within 3 weeks of the hearing.

Flooring

54. HA testified that when they moved into the unit, the floors had gaps between the boards that were in excess of three inches in some areas in the living room, dining room and hallway of the unit. The floorboards were not secure and would move under the Tenant's feet. HA was particularly concerned for the safety of her 2-year old. As noted above, the Tenants raised the issue of the flooring in multiple communications to the Landlord's staff between December 15, 2019 and the time the flooring was repaired in early June, 2021. Therefore, I find the Tenants are entitled to an abatement for the loose flooring between December 19, 2019 and June 1, 2021.

55. HA raised a new concern about the flooring and informed the Landlord's Agent of the issue at the March 23, 2022 hearing. The new flooring issue arose after the original flooring issue had been resolved and was not part of the application. HA testified that the flooring was replaced by the Landlord at the end of April, 2022. Therefore, the Tenant is not entitled to an abatement for the second (2022) flooring issue.

Baseboards

56. It is not disputed that there were sections of the baseboard which were missing in the living room and dining room areas of the unit. The Tenant informed the Landlord of the problem in multiple communications beginning in December, 2019. The baseboards had not been replaced by the March 23, 2022 hearing date. No evidence was presented as to

whether or when the baseboards were replaced, after March 23, 2022. Therefore, the Tenants are entitled to an abatement from December 15, 2019 to March 23, 2022.

Closet door

57. It is not disputed that when the Tenants moved into the unit, the door to the storage closet in the hallway of their unit was missing. The Tenant raised the issue with the Landlord's building management repeatedly from the outset of the tenancy. Therefore, I find the Tenant is entitled to an abatement for the closet door from December 15, 2019 to April 1, 2022, when the closet door was replaced.

Landlord's access to conduct repairs

58. It is not disputed that the Landlord's staff and contractors attempted to enter the unit to conduct inspections and repairs between September 1, 2021 and August 31, 2022. The Tenants refused entry to the Landlord on more than one occasion. It is not disputed that the Landlord had not provided 24 hours written notice on the occasions that the Tenants refused entry. Given that the Tenants had requested 48 hours notice to allow them time to notify their employers for one of them to be off work while the repairs were being done, and on each of these occasions the Landlord did not provide 24 hours notice in accordance with the Act, I do not find that the Tenants were responsible for any delay in the repairs.

Remedies

59. The Tenants were seeking a rent abatement of 100% for the period from December 15, 2019, when they moved into the unit, until April 14, 2020, and a 30% abatement thereafter to the date the repairs were completed, totalling \$19,296.25.

Out-of-pocket expenses

60. The Tenant also sought reimbursement for out-of-pocket expenses for the purchase of clamps to stabilize the dining room window in the amount of \$187.02. The Tenants did not submit a receipt for this purchase, therefore I do not have sufficient information to award the reimbursement of this amount.

Rent abatement

61. The Landlord's Agent argued that the remedy sought by the Tenant for the early months of the tenancy was excessive, based, in part, on the Landlord's Agent's contention that the maintenance and repair issue with the dining room window began on April 13, 2020. I found above that the maintenance and repair issue with the dining room window existed when the Tenants moved into the unit on December 15, 2019. The Landlord's Agent also argued that many of the repairs were minor issues.

62. Abatement is a contractual remedy. It reflects the idea that rent is for a bundle of goods and services and if a tenant is not receiving everything he or she is entitled to, then the tenant is entitled to abatement proportional to the difference. The quantum

assessed will vary based on a number of factors including the nature of the problem, the length of time or frequency of the breach, and the impact on the Tenants. I considered the Landlord's Agent submissions, as well as HA's submissions with respect to the impact of the maintenance issues and the delay in repairs. In examining the Tenant's request for abatement, I determined that the most significant impact on the quantum of the abatement is the length of time the Landlord took to undertake repairs.

Dining room window

63. In addition to the Tenants' concerns about the moisture and the cold temperature in the unit, the problem with the dining room window represented a serious safety concern for the Tenants and their child. As noted above, because the Tenants had to barricade the living room and dining room area to keep their child away from the window, they had limited use of the living areas of the unit. In my view the impact on the Tenants was significant. I determined that the Tenants are entitled to an abatement of 50% for the period between December 15, 2019 and April 15, 2020 for the dining room window, or \$3,039.21. ($\$1,795.00 \times 12/365 \times 50\% \times 103$ days)
64. After the window had been stabilized on a temporary basis, the Tenants continued to experience cold temperatures from the dining room window, moisture concerns, ongoing concerns about the stability and safety of the window, and the significant cosmetic issue of an unpainted wooden frame with metal straps bolted around their dining room window, which the Landlord's Agent referred to as "ugly." I determined that an abatement of 10% for the period between April 16, 2020 and May 9, 2022, or \$4,455.52 for the dining room window is appropriate under the circumstances. ($\$1,795.00 \times 12/365 \times 10\% \times 755$ days)

Living room window

65. The disrepair of the living room window contributed to the heat and leaking problems in the living room/dining room area, and the peeling paint was a cosmetic issue in the Tenant's main room. The living room window was repaired on January 7, 2021. I determined that an abatement of 2.5% from March 21, 2020 to January 7, 2021 or \$482.44 is appropriate under the circumstances. ($\$1,795.00 \times 12/365 \times 2.5\% \times 327$ days)

Bedroom windows

66. The Tenant established that the moisture and sealing problems with the bedroom windows led to cold temperatures, which was of particular concern in the Tenants' child's room, and excess moisture in the walls around the windows of both rooms, which had a significant impact on the Tenants. I determined that the following abatements are appropriate under the circumstances:
- 2.5% for the child's room from December 15, 2019 to May 9, 2022, or \$1,290.92, ($\$1,795.00 \times 12/365 \times 5\% \times 875$ days).
 - 2.5% for the Tenant's bedroom window from December 15, 2019 to May 9, 2022, or \$1,290.92, ($\$1,795.00 \times 12/365 \times 5\% \times 875$ days).
 - 1.25% for the Tenant's bedroom window from May 10, 2022 to August 31, 2022, or \$84.09 ($\$1,795.00 \times 12/365 \times 1.25\% \times 114$ days)

Flooring

67. The gaps in the flooring and the moving floorboards represented a safety risk for both the Tenants and their 2-year old child, and HA testified that she kept her child mainly in the bedrooms until the floor was fixed. The flooring problem was present in the living room/dining room and hallway of the rental unit. While the Landlord's Agent asserted that the problem was minor, in my view, the Tenants concern about their toddler falling due the shifting boards and gaps was reasonable, and that the impact on the Tenant's use of the unit was significant. The flooring was repaired at the beginning of June, 2021. I determined that an abatement of 10% for the flooring from December 15, 2019 to June 1, 2021 or \$3,145.43 is appropriate under the circumstances. ($\$1,795 \times 12/365 \times 10\% \times 533$ days)

Baseboards

68. The missing baseboard covers, particularly around the baseboard heaters were a safety concern for the Tenants' child as well as a cosmetic issue. I determined that a 0.5% abatement from December 15, 2019 to March 23, 2022 or \$234.78 ($\$1,795.00 \times 12/365 \times 0.5\% \times 828$ days) is appropriate under the circumstances

Closet door

69. The missing closet door impacted both the function and appearance of the closet which was in the hallway of the unit. I determined that an abatement of 1% from December 15, 2019 to April 1, 2022 or \$495.12 ($\$1,795.00 \times 12/365 \times 1\% \times 839$ days) is appropriate under the circumstances.

70. The total rent abatement owing to the Tenants is \$14,518.43.

71. The Tenants paid a fee of \$45.00 for the filing of the application. The Tenants are entitled to the reimbursement of this cost.

72. The total amount owing to the Tenants is \$14,563.43

73. This order contains all of the reasons in this matter and no further reasons will issue.

It is ordered that:

1. The Landlord shall pay the Tenant is \$14,563.43. This amount represents:
 - \$14,518.43 for a rent abatement
 - \$45.00 for the cost of filing the application.

5. The Landlord shall pay the Tenant the full amount owing by December 8, 2023.

6. If the Landlord does not pay the Tenant the full amount owing by December 8, 2023, the Landlord will owe interest. This will be simple interest calculated from December 9, 2023 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.

November 27, 2023

Date Issued

Kathleen Wells
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.