

3. They sent another and final request to have the closet door repaired in July 2021. The Landlord advised the Tenant that they would have to pay to replace the door.
4. The Tenant submitted pictures of the closet door. The doors are on a track and slide horizontally. Only one of the doors remains on the track while the other one is off.
5. The Landlord still has not come to fix the door.

Analysis

6. Section 20 (1) of the Act sets out a Landlord's maintenance obligations; it states:

A Landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

7. In the case *Onyskiw v. CJM Property Management*, 2016 ONCA477 (Onyskiw) (CANLII) the Court of Appeal for Ontario 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.
8. Based on the uncontested evidence before me, I find that the Landlord is in breach of their maintenance obligations with respect to the closet door in the children's bedroom. The Landlord has taken no action to fix the door despite repeated requests from the Tenants.

Remedies

9. The Tenants are seeking a rent abatement of 10% of their monthly rent from a year prior to filing the application to present.
10. I find a 10% abatement of rent is not appropriate in this circumstance. The idea behind an abatement of rent is that a Tenant should be receiving 100% of what they are paying. The Tenant submits that the missing closet door would represent 10% of their rent.
11. Based on my knowledge of other like matters before the Board, I find an appropriate abatement for a missing closet door is 3% of the monthly rent. The Tenant filed this application on March 4, 2022. The Tenant first notified the Landlord of this issue in December 2020. The Tenant is entitled to an abatement starting from March 2021 until the day of the hearing. The Tenant's monthly rent is \$206.00. 3% of \$206.00 is \$6.18. \$6.18 x 29 months is \$179.22. Therefore, the Tenant is entitled to \$179.22 for the period starting March 2021 until July 2023.
12. The Tenant is seeking general damages for pain and suffering, or what is commonly referred to as "non-pecuniary damages" because they are not damages directly related to a financial loss, but for pain and suffering. The object of non-pecuniary damages is to compensate a party's pain, suffering, and loss of enjoyment of life.

13. Based on the evidence at the hearing, I am not persuaded that an award for pain and suffering is warranted in these circumstances. I am mindful of the inconvenience of not having a closet door, however this is adequately addressed by the abatement awarded to the Tenant.

14. The Tenant requested that the Landlord be ordered to fix the door, and this shall be ordered.

It is ordered that:

- 1. The Landlord shall repair the closet door by October 15, 2023.
- 2. The Landlord shall also pay the Tenant is \$232.22. This amount represents: \$179.22
for a rent abatement for the period ending July 2023.
 \$53.00 for the cost of filing the application.
- 5. The Landlord shall pay the Tenant the full amount owing by October 6, 2023.
- 6. If the Landlord does not pay the Tenant the full amount owing by October 6, 2023, the Landlord will owe interest. This will be simple interest calculated from October 7, 2023 at 6.00% annually on the balance outstanding.
- 7. If the Landlord does not pay the Tenant the full amount owing by October 6, 2023, the Tenant may recover this amount by deducting the amount from the rent owing for the month of November 2023 and the balance from the month of December 2023.
- 8. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

September 25, 2023

Date Issued

Emily Robb
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.