



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

Citation: BLONDIN v LEONARD, 2023 ONLTB 25636

2023 ONLTB 25636 (CanLII)

File Number: LTB-T-081972-22

In the matter of: 3, 25 BECKWITH STREET
SMITH FALLS ON K7A 2BA

Between: JAMIE BLONDIN Tenant

And

WENDY & VINCENT LEONARD Landlord

JAMIE BLONDIN (the 'Tenant') applied for an order determining that WENDY & VINCENT LEONARD (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 February 16, 2022.

The Landlord attended, and were represented by Laurie Nolan, a licensed Paralegal. The Tenant attended the hearing and was represented by Linda Tranter, a Lawyer.

Determinations:

1. This is T6 application was filed by the Tenant on May 10, 2021
2. The Tenant moved out of the rental unit on March 2, 2021
3. In their application the Tenant alleges that
 - a) The Landlord removed the covered deck outside back door and installed a fire escape which was poorly maintained
 - b) There are numerous wires hanging onto the stairs
 - c) The apartment is infested with coach roaches
 - d) That there are deteriorating walls, ceilings and floors with pieces missing
 - e) There are rotting drafty window frames
 - f) There are windows that do not lock
 - g) The fire escape light is broken
 - h) There are broken door and door frames in the kitchen and hallway
 - i) There are stairs that are steep with a loose metal plate at the bottom
 - j) There are no lights in the hallway
 - k) The common areas are dirty and not maintained
 - l) There is loud fighting in other apartments, crack pipes and blood left on stairs
 - m) There are people squatting in apartment 2
 - n) The floors in the hallway need repair
 - o) There is wiring on the wall under the wallpaper
 - p) The kitchen outlets were removed – fuses blown, electrical safety issues
 - q) The apartment was rented as a 2 bedroom but the 2nd bedroom has no window is not safe

- r) The bedroom door latch is broken
- s) The ceiling is sagging, walls are cracking, window is closed off
- t) There is an open passage at ceiling to other rooms
- u) There are no smoke and CO detectors and other fire code issues
- v) The bathroom pipes are leaking, flooring missing and stained with putty
- w) The bathtub claw foot was off
- x) The toilet handle is broken and tub leaking until Feb 23, 2020
- y) The outlets and lights broken or hanging by wires
- z) There are additional issues contained in the Property Standards, Fire & ESA orders

Uncontested determinations

4. The Tenant moved into the rental unit on September 1, 2019
5. The Tenant moved out of the rental unit on March 2, 2021
6. The monthly rent was \$1,000.00 due on the 1st day of each month
7. The property was sold on February 12, 2021
8. The tenancy was terminated February 12, 2021 via consent order issued by LTB Member Kevin Lundy on May 11, 2021 (File #2 EAL-88036-20 & EAT-90024-20)
9. The new owners were not party to this application.

Tenant submissions

10. The Tenant testified that he had contacted the Landlord on numerous occasions to advise the Landlord of his concerns and request to have repairs made.
11. The Tenant's representative submitted a series of text messages, over 70 pages, and a series of pictures, over 100 pictures, detailing the conversations with Landlord and to illustrate the state of repair in the rental unit and premises.
12. The Tenant testified as to the state of repairs providing explanations for numerous pictures and his attempts to get the Landlords to act on his concerns

Landlord Submissions

13. The Landlord's representative submitted that this was a over 100 year old building.
14. The Landlord's representative submitted that the Landlord had on numerous occasions attempted to rectify the Tenant's concerns.
15. The Landlord's representative submitted an invoice (page 22/59) whereas the Landlord paid \$644.10 to supply and install numerous locks, repair door jams, repair leaking drains, install window screens and install doorknobs.
16. The Landlord's representative submitted a copy of an invoice from Caverson Group Pest Control for \$835.00 payment for services on September 9, 2020
17. The Landlord's representative submitted a video where the pest control technician videos the Tenant's rental premises to illustrate that there are no roaches within the rental unit.
18. The Landlord's representative submitted a letter from Caverson Group Pest Control dated November 2, 2020 which states that the Tenant may see the occasional roach, however that the rental units have been treated and that there may be roaches in the common areas. The technician states that they have treated the rental premises on 6 different occasions.
19. The Landlord's representative submitted that the Landlords attempted to respond to the Tenant's concerns within a reasonable time as she has submitted.

Residential Tenancies Act 2006 (the "Act")

20. Section 20 (1) of the Act states the following;

"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."

Analysis

21. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application:
 - a) The Landlord removed the covered deck outside back door and installed a fire escape which was poorly maintained
 - b) There are numerous wires hanging onto the stairs
 - c) That there are deteriorating walls, ceilings and floors with pieces missing
 - d) There are rotting drafty window frames

- e) There are broken door and door frames in the kitchen and hallway
- f) There are stairs that are steep with a loose metal plate at the bottom
- g) The ceiling is sagging, walls are cracking, window is closed off
- h) The outlets and lights broken or hanging by wires

22. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair or maintain the rental unit and or residential complex and/or failed to comply with health, safety, maintenance standards.

23. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.

24. In this case I find that the condition of the building, albeit 100 years old plus, to be in a battered condition requiring extensive repairs and supporting the Tenant's assertions. This is illustrated by the pictures taken by both the Tenant and the Landlords and further supported by reports submitted by the Electrical Safety Authority and the contractors hired by the Landlords to make repairs.

Remedies Sought

25. Remedy 1: The Tenant sought an abatement of rent \$9000.00

26. Remedy 2: The Tenant sought costs Of \$5,000.00, to replace food and furniture that was thrown away due to the cockroach infestation

27. Remedy 3: The Tenant sought out of pocket expenses of \$400.00 for laundry expenses

28. Remedy 8: The Tenant sought to have his tenancy terminated March 2, 2021

29. Remedy 9: The Tenant sought to other remedies – namely moving expenses and increased rent for the year.

Findings

30. I find that a rent abatement of \$3,000.00 is appropriate in the circumstances. This is calculated for the 10 months prior to the end of the tenancy, and within the timeframe allowed by section 29 which provides direction on how far back the Board can go in adjudicating an issue. In this instance the application was made May 2021, thus the time

frame to consider is from April 2020 to Feb 28, 2021, when the Tenant moved out, for a total of 10 months. I find that 30% or \$300.00 per month is an appropriate amount. The Landlord shall pay the Tenant the amount of \$3000.00

31. The Tenant claimed \$5,000.00 however this was not substantiated in the hearing nor were any receipts provided that would support the Tenant's claims. I am also not persuaded that the Tenant suffered any losses due to the cockroaches. I will decline in making an award for this section.
32. The Tenant claimed out-of-pocket expenses of \$400.00. As per paragraph 31 I did not find that the Tenant suffered any losses due to cockroach infestation, I will decline to make an award in this section.
33. The Tenant requested that the Board end the tenancy on March 2, 2021. As per the "Consent" order written by Member Lundy on May 11, 2021, the parties agreed to terminate the tenancy on February 12, 2021. I will decline to change the terms of the agreement.
34. The Tenant claimed other remedies as the Board may order, namely increased rent costs and moving expense. As the tenancy was terminated by CONSENT on February 12, 2021, I do not find a basis on which I can grant an award. I will decline to grant an award in this section.

It is ordered that:

1. The Landlord shall pay the Tenant \$3,048.00. This amount represents:
 - \$3,000.00 for a rent abatement from April 2020 to the period ending February 2021
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by August 29, 2023.
3. If the Landlord does not pay the Tenant the full amount owing by August 29, 2023, the Landlord will owe interest. This will be simple interest calculated from August 30, 2023 at 5.00% annually on the balance outstanding.
4. The Landlord has the right to use any balance outstanding as an "off-set" for any rental arrears that have been ordered.

August 18, 2023

Date Issued

Peter Pavlovic

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.