



**Order under Section 87  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-028429-22

**In the matter of:** 910, 28 Byng  
Toronto Ontario M2N7H4

**Between:** Deanna Jamieson Landlord

**And**

Thomas Douglas Ling Former Tenant

Deanna Jamieson (the 'Landlord') applied for an order requiring Thomas Douglas Ling (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on January 16, 2023.

The Landlord, the Landlord's representative Joseph Behar, the Landlord's witness Moira Cockburn and the Former Tenant attended the hearing

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the allegations contained in the application. Therefore, the Former Tenant must pay the Landlord \$5,799.73 by March 14, 2023.
2. The Former Tenant vacated the rental unit on September 15, 2021.
3. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
4. The lawful rent was \$2,100.00. It was due on the 1<sup>st</sup> day of each month.
5. Based on the monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12 months, divided by 365 days.
6. The Former Tenant has not made any payments since the application was filed.

7. The Landlord collected a rent deposit of \$2,100.00 from the Tenant and this deposit is still being held by the Landlord.

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8. The rent arrears and daily compensation owing to September 15, 2021 are \$7,700.00. The Tenant does not dispute the arrears as claimed by the Landlord.
9. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Tenant's Section 82 Claims

10. The Tenant testified that he is seeking an abatement of rent to offset the arrears based on a number of maintenance and other issues raised with the Landlord during the tenancy which the Landlord failed to address.
11. Section 82(1) of the Act states:

At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act.

Storage unit

12. The Tenant submitted that the Landlord occupied half of the Tenants leased storage unit for four months for the period of December 20, 2020 to April 15, 2021. That he notified that Landlord immediately and that the issue was resolved only after four months, he is seeking 10% abatement of rent for each of the months.
13. The Landlord submitted that this was resolved in two days. Evidence of the same was confirmed at the time of the hearing by way of a text message exchange between the Tenant and the Landlord on April 15, 2021 in which it is stated that "the locker is cleared out. Keys are at security for you."
14. Based on the evidence before me, on balance of probabilities, the Landlord rendered the locker empty on or about April 15, 2021. Therefore, I am not able to consider abatement of rent as it relates to this issue.

Burst pipe

15. The Tenant submitted that a water pipe burst under the kitchen sink overnight on February 19, 2021, that the Tenants were forced to clean up the water, and that the house smelled damp and moldy for up to a week after. He notified the

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Landlord immediately and the issue was resolved, he is seeking rent abatement of 10% for the month.

16. The Landlord submitted that a plumber was called within one hour of the landlord being notified of the leak and arrived at the rental premises on February 19, 2021 at 4:30 p.m.
17. There was no dispute between the parties that the leak was addressed on February 19, 2021. No evidence was produced to suggest that the Landlord was made aware of any ongoing issues after the incidents of the water penetration. On cross examination, it was suggested that if the Tenant felt that there were ongoing issues and there was any damage to his property he could have pursued a claim based on his tenant insurance, he submitted that this was not pursued.
18. Based on the evidence before me, on a balance of probabilities, if there was any ongoing issues stemming from the water penetration the Landlord was not aware. Therefore, I am not able to consider abatement of rent in respect of the water penetration issue.

Leak in coat closet

19. The Tenant submitted that on March 16, 2021 a leak was discovered in the coat closet and that the Landlord did not respond to the Tenant for two days, the closet was unusable the Landlord did not repair the leak. The Landlord advised the Tenant to contact building security and put a bowl under the leak.
20. It was submitted that the rental unit from that point smelled damp and moldy and that the issue was not resolved, the Tenant is seeking an abatement of rent for 25% per month for a seven month period from March 2021 September 2021.
21. The Landlord submitted that once becoming aware of the issue she immediately responded on March 18, 2021 by way of text. She advised the Tenant to contact building security as the leak was coming from the rental unit above. The Landlord did not hear anything further on this matter and believed the issue to be resolved with building management.
22. On cross examination, the Tenant he was uncertain how and when the issue was fixed as he wasn't the one dealing with building management to resolve this issue. He submitted that he was simply either going to work or sleeping and does not have any further details, however thought this took about two months to address completely. When asked about tenant insurance, he submitted that this was not something that he pursued.
23. The Tenant did not advance any evidence to support the allegation that the Landlord was aware of the alleged odour issues arising from the water penetration. Given the lack of evidence to support the claim for abatement in respect of this issue, I am not able to consider it.

Doorknob

24. The Tenant submitted that on March 24, 2021 at 1:00 a.m. he was not able to enter the rental unit as the front door doorknob was inoperable and the Landlord could not be reached. The Tenant called the locksmith to enter the unit. The following day the building superintendent was tasked by the Landlord to fix the issue. The issue was rectified six days later on March 30, 2021 with no assistance from the Landlord and the initial costs being covered by the Tenant.
25. The Tenant is seeking rent abatement of 20% for the month of March 2021.
26. The Landlord submitted that she did not receive the Tenant's message until the following morning and contacted the superintendent to assist with this issue. The Tenant did not answer the door, the Tenant chose to call their own locksmith to remedy the issue. The Landlord reimbursed the Tenant for their expense and followed up in this regard on April 1, 2021 to ensure the issue was resolved.
27. The Landlord submitted into the Board's record a bank statement to demonstrate that she had reimbursed the Tenant the cost of the lock repair by way of a deduction from April 2021 rent.
28. Based on the evidence before me, on a balance of probabilities, I find that the Landlord acted reasonably by responding to the Tenant the next morning once becoming aware of the issue and reimbursing the Tenant accordingly. For this reason, I am not able to consider the claim for abatement of rent in respect of this issue.

Comments by Landlord

29. The issues as described under issue #5 of the Tenants' evidentiary submissions were withdrawn at the time of the hearing.

Landlord's communications with Tenant's father

30. The Tenant submitted that the Landlord continuously contacted his father and spoke to him regarding the Tenant's private matters and then subsequently created a group chat with himself, the Tenant, the Tenant's father and the Tenant's girlfriend on March 11, 2021.
31. It was submitted that the father was not a guarantor and that there was no need to involve the Tenant's father in his private matters concerning the rental unit. He is seeking rent abatement of 10% for seven months from March 2021 to September 2021 and that the Board issue a fine for the Landlord's behavior.
32. The Landlord submitted that she had contacted the father because she was afraid for her safety based on the aggression that she felt from the Tenant and because the Tenant was not paying rent. Coincidentally she made the contact with the father through a professional network.
33. Abatement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be getting 100% of what you are paying for and if you are not getting that, then a tenant should be entitled to abatement equal to the difference in value.

34. In the case before me, while the Landlord contacting the Tenant has allegedly impacted the relationship between parties, the end result does not have a direct impact or correlation on the Tenant's utility of the rental unit. Consequently, I am not able to consider the request for abatement arising from this situation.
35. In addressing the Tenant's submission for the issuance of a fine against the Landlord, I have considered the circumstances and do not believe that the Landlord when contacting the Tenant's father had any negative intent in doing so. As per the Landlord's submissions, when the Tenant exhibited an attitude and stopped paying rent this at the time seemed like a viable option to attempt to remedy the issue.
36. I am not satisfied that it is appropriate to order the Landlord to pay a fine to the Board in this application. An administrative fine is a remedy to be used by the Board to encourage compliance with the Act and is not normally imposed unless a Landlord has shown a blatant disregard for the Act, as already noted I do not believe this to be case.

Social media post

37. The Tenant submitted that the Landlord posted unsubstantiated claims on social media about him. He believes that it is the Landlord who is responsible for the posting of these inappropriate claims based on a skull and Irish flag in her post matching the ones that the Landlord uses in her text communication with the Tenant.
38. The Tenant submitted that the social media posts have impacted his image and business dealings. The Tenant is seeking 10% abatement for the month of June 2021 and for the Landlord to be fined by the Board for the Landlord's behavior.
39. The Landlord submitted that she did not write or inspire the social media messages.
40. Based on the Landlord's testimony and that there is no reasonable way for the Tenant to prove that it is the Landlord who made those posts, on a balance of probabilities I do not believe the Landlord made those posts. Therefore, the claim for abatement of rent and a payment of a fine by the Landlord must be dismissed.
41. The Landlord collected a rent deposit of \$ 2,100.00 from the Former Tenant and this deposit is still being held by the Landlord. The rent deposit must be applied to the last rental period of the tenancy.
42. Interest on the rent deposit, in the amount of \$1.27 is owing to the Former Tenant for the period from December 21, 2020 to September 15, 2021.

**It is ordered that:**

43. The Former Tenant shall pay to the Landlord \$5,799.73, which represents rent and compensation owing up to September 15, 2021, and the cost of filing the

application. The amount of the rent deposit and interest the Landlord owes on the rent deposit has been deducted from the amount owing by the Tenant.

44. If the Former Tenant does not pay the Landlord the full amount owing on or before March 14, 2023, the Former Tenant will start to owe interest. This will be simple interest calculated from March 15, 2023 at 5.00% annually on the balance outstanding.

**March 3, 2023**

**Date Issued**

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Alicia Johnson  
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 1-888-3323234.

\* Refer to the attached Summary of Calculations.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**Amount the Former Tenant must pay the Landlord:**

Rent Owing To Move Out Date	\$7,700.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,100.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$1.27
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$5,799.73</b>