



## **Order under Section 69 Residential Tenancies Act, 2006**

**File Number:** LTB-L-047569-24

**In the matter of:** Upper, 20 TALBOT ST  
BRAMPTON ON L6X2P5

**Between:** Town & Country Property Managers

**And**

Krystal Villeneuve  
William McLaughlin

I hereby certify this is a  
true copy of an Order dated

**APR 11, 2025**

Landlord and Tenant Board

Landlord

Tenant

Town & Country Property Managers (the 'Landlord') applied for an order to terminate the tenancy and evict Krystal Villeneuve and William McLaughlin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 13, 2025.

The Landlord's Legal Representative Joey Kay and the Landlord's Agent Cristina Dimiria and the Tenant attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

### **Determinations:**

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,665.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$87.62. This amount is calculated as follows: \$2,665.00 x 12, divided by 365 days.
5. The Tenant has paid \$16,225.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2025, are \$16,120.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

## Section 82

8. The Tenant is entitled to a rebate of rent of \$125.00. This amount will be deducted from the amount owing to the Landlord.
9. The Tenant Krystal Villeneuve testified that the washer and dryer stopped working sometime in August 2023. The Tenant testified that the Landlord dispatched a technician who attended during mid-August, however they were unable to repair the washer dryer. The Tenant testified that the washer was not replaced for 6-9 months despite the Tenant constantly contacting Landlord. The Tenant seeks a rebate of \$200.00 per month to reimburse her for costs of taking laundry to a laundromat. The Tenant has not provided any receipts for those expenses.
10. The Tenant also testified that the baseboard within the rental unit were moldy. The Tenant testified that this began between August and September 2023, and relied on pictures of the baseboards. The Tenant testified she made the Landlord aware of this on September 17, 2023. The Landlord said they would send someone to replace the baseboards, but this was never done. However, the Tenant has since cleaned up the baseboards herself. The Tenant seeks an order that the Landlord replace the moldy baseboards and a rebate of \$50.00.
11. The Tenant also testified that they had an agreement with the Landlord that the Landlord would pay 25% of the electricity and gas bills. The Tenant testified that they had sent the Landlord numerous bills, but the Landlord has not paid what they owe. The Tenant testified that the lease confirms that the Landlord shall pay 25% of the two bills, however the Tenant did not provide a copy of the lease of any utility bills.
12. The Tenant denied refusing entry to contractors to remediate the issues. However, she allowed that she would deny entry to contractors if she were alone as she wanted to the Tenant William McLaughlin to be present.
13. The Tenant William McLaughlin testified that in his view the Landlord owed \$1091.58 to end of January 2025 with respect to utility payments. However, he confirmed that they had not provided a copy of the lease of any utility bills.
14. The Landlord's Agent Cristina Dimiria she is a maintenance coordinator for the Landlord. She testified that the initial report from the Tenant with respect to the washer/dryer was received on April 13, 2023. This report indicated that the basin was not draining. She testified that within a week the Tenant had informed her that neighbour had offered her a washing machine, and the Landlord facilitated the removal of the old washer and began the search for a new dryer which would work with the washer. However, the new washer began to leak into the basement and the Landlord replaced both the washer and dryer on November 15, 2023. The Agent testified that in total the Tenant was without a washer for approximately 4-6 weeks.
15. The Agent testified that she reached out to the Tenant and asked her to provide a breakdown of what she had spent at the laundromat so that the Landlord could refund this amount. However, she did not know if any refund has been issued.
16. The Agent also allowed that there was mold on the baseboards in the washroom and the laundry room. She testified that she was under the impression the baseboard was

replaced. She testified that on October 14, 2023, the work was approved. The Landlord tried to schedule a repair for October 20, 2023, on October 19, but was informed the Tenant was not available that day.

17. Upon consideration I am satisfied that a rent abatement is appropriate for the washer/dryer and the moldy baseboards.
18. 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.
19. In this case I am satisfied that the washer/dryer combo in the Tenant's rental unit was non-functional. The Tenant testified this was for approximately 6-9 months starting in August 2023. However, I did not find the Tenant's testimony reliable, as they were only able to provide a board date range. Therefore, I accept the testimony of the Landlord's Agent that the problem started in April 2023, and the Tenant was only without a washer for a period of 6 weeks. I find that abatement of \$75 is appropriate for this period to compensate the Tenant for costs incurred having to use a laundromat during this time.
20. I am also satisfied that the \$50.00 sought by the Tenant for the moldy baseboards is appropriate. While the Landlord's Agent testified that she believed the baseboards had been replaced, the Landlord did not lead any evidence to confirm this, and though the Tenant has provided no receipts I find that costs of \$50.00 for cleaning supplies are reasonable.
21. I am not satisfied that any abatement is appropriate with respect to the utility bills, as the Tenant has not provided a copy of the lease or any utility bills. Therefore, I am not satisfied that the Tenant has demonstrated that the Landlord is responsible for 25% of the electricity and gas or that the Tenant is entitled to an abatement on this basis.

#### *Daily Compensation*

22. The Landlord collected a rent deposit of \$2,600.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
23. Interest on the rent deposit, in the amount of \$61.79 is owing to the Tenant for the period from April 1, 2024 to March 13, 2025.
24. At the hearing the Landlord sought a standard order and the Tenant a payment plan. The Tenant testified to a total household income of \$6600.00 per month against expenses of approximately 5946.79 per month and proposed a payment plan of \$300.00 per month.
25. While I am satisfied that the proposed payment plan is viable, I am not satisfied that it is appropriate as it would amount to a plan of approximately 50 months, and I find this would be prejudicial to the Landlord.
26. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to

postpone the eviction until May 15, 2025, pursuant to subsection 83(1)(b) of the Act. While I am not satisfied that a payment plan is appropriate, I find that a delay is reasonable to allow the Tenant additional time to pay the arrears or secure alternate accommodation as there are children in the rental unit.

**It is ordered that:**

1. The Landlord shall replace the baseboards in the washroom and laundry room on or before May 15, 2025.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$18,846.00 if the payment is made on or before April 30, 2025. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$21,511.00 if the payment is made on or before May 15, 2025. See Schedule 1 for the calculation of the amount owing.
4. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 15, 2025 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 15, 2025.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,993.27. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
7. The Tenant shall also pay the Landlord compensation of \$87.62 per day for the use of the unit starting March 14, 2025 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 15, 2025, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2025 at 5.00% annually on the balance outstanding.
9. If the unit is not vacated on or before May 15, 2025, then starting May 16, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 16, 2025.

**April 11, 2025**  
**Date Issued**

  
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Reid Jackson  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 16, 2025 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2025**

Rent Owing To April 30, 2025	\$35,010.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$16,225.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$125.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$18,846.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 15, 2025**

Rent Owing To May 31, 2025	\$37,675.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$16,225.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$125.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$21,511.00</b>

**C. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$30,819.06
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$16,225.00
<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	- \$2,600.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$61.79
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$125.00

<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>\$11,993.27</b>
Plus daily compensation owing for each day of occupation starting March 14, 2025	\$87.62 (per day)