



**vlaOrder under Section 30
Residential Tenancies Act, 2006**

File Number: LTB-T-050675-23

In the matter of: 8615 HIGHWAY 17
WARREN ON P0H 2N0

Between: Liann Baker Tenant

and

Michelle Redstone Landlord

Liann Baker (the 'Tenant') applied for an order determining that Michelle Redstone (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 March 10, 2025 and August 14, 2025.

The Landlord, the Landlord's representative Michael Allan Brown and the Tenant attended the hearing. Also at the hearing was Rod Baker as support for the Tenant, and Harold Redstone, witness for the Landlord.

Determinations:

1. The Tenant's March 3, 2025 request to amend Schedule 'A' of her application was granted because the Landlord agreed it had sufficient notice of the request and was not prejudiced in her ability to present her defence.
2. The Tenant claims for numerous maintenance items of disrepair which I have categorized as follows:
 1. Unfinished Renovations:
 - (a) No dishwasher first three months of occupancy.
 - (b) No dryer or washing machine first five months of occupancy.
 - (c) No third bedroom for the first four months of occupancy.
 - (d) Electrical Issues.
 - (e) Countertop not fastened and sink not sealed.
 - (f) Dishwasher not properly installed.
 - (g) Closets unfinished.
 - (h) No window screens.
 - (i) Deck unfinished.

2. Oil tank leaking.
 3. Washing machine disrepair.
 4. Dryer electrical problems.
 5. Bathroom tap not working.
 6. Bathtub jet not working.
 7. HVAC system issues.
 8. No outdoor lighting.
 9. Flea infestation.
3. At the hearing the Tenant raised the issue of soot coming through the vents, but had not pleaded that issue in her amended application. Therefore that issue was not adjudicated.
 4. The Tenant has exceeded the limitation period with respect to allegations 1(a), (b), (c) and (h) above, therefore those claims are dismissed.
 5. As explained below, the Tenant proven on a balance of probabilities the allegations regarding unfinished renovations 1(d) to 1(g) and 1(i) above, as well as the HVAC disrepair, and washing machine and dryer problems. Therefore, the Landlord is ordered to pay the Tenant \$1,500.00.
 6. As explained below, the Tenant did not prove on a balance of probabilities the remaining allegations. Therefore, those claims are dismissed.

Background

7. The Tenant moved into the rental unit on October 1, 2021. The Tenant is no longer in possession of the rental unit, having vacated on November 17, 2022.
8. The rental unit is the main floor of a detached house on a farm.
9. The lawful monthly rent was \$1,400.00 from October, 2021 to March 2022, and reduced to \$1,200.00 thereafter.

Legal Framework

10. Section 20(1) of the *Residential Tenancies Act, 2006* the ('Act') says that the Landlord is responsible for providing and maintaining the rental unit in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.
11. In *Onyskiw v. CJM Property Management Ltd.* (2016), 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.¹

Refusal of Entry and Disrepair Generally

¹ 2016 ONCA 477.

12. As discussed below, the Landlord does not dispute the disrepair claimed by the Tenant or that the Landlord knew of the issues. However the Landlord submits they did not breach their obligations to repair because they were refused entry by the Tenant.
13. I am satisfied based on the text messages of the Landlord and the testimony at the hearing that the Tenant largely refused to allow the Landlord access to the rental unit to complete repairs. Text messages between the parties, in support of the Landlord's testimony indicate the Tenant stated on July 29, 2022

"No nobody is coming in here I'm not leaving. I have way too many animals..." The Tenant also said *"I'm having somebody come in this week to have a look He'll give you a list of what needs to be done. In the meantime I want to be left alone and nobody is allowed to enter."*

14. The Landlord also provided a text message from October 25, 2022 in which the Tenant had refused entry for the furnace installation, because the notice of entry specified smoke alarms as the reason for entry. In another undated text, the Tenant agrees she refused entry because she "has nowhere else to go" to wait for the Landlord to complete the repairs. What is unclear is for how long the Tenant refused entry. I am satisfied she refused where there was not 24 hours' notice.
15. However, the Landlord's evidence shows they attended the rental unit numerous times to repair and work at the unit from October 2021 through to November 2022. The Tenant's refusals don't appear to have greatly impacted the ability to attend and complete work.
16. The Tenant claims the Landlord stopped doing repairs things when she stopped paying rent due to tax filing issues with the CRA in August of 2022. However, as noted above, the Landlord attended several times after the Tenant's refusal of entry, and the text communications show the Landlord willing and wanting to complete repairs. Therefore I reject the Landlord's claims as lacking in credibility and prefer the evidence showing that the Landlord was ready and willing to do the requested repairs.
17. I therefore find any refusal of entry did not significantly delay completing the renovation work and repairs and have considered that in my reasons below as I deal with each issue claimed by the Tenant in turn.

(1) Unfinished Renovations:

18. The Tenant alleged that the Landlord did not complete renovations that were ongoing when she first began to occupy the rental unit on October 12, 2021.
19. The Tenant knew the rental unit wasn't ready to move into but needed a place to live and the Landlord agreed to allow her in early. She was told these tasks would be completed, but it is not disputed an exact timeline was never agreed to.
20. Each unfinished renovation issue is discussed below.

Issues 1(a)(b) and (c) – Dishwasher, Washer/Dryer and Third Bedroom

21. The Tenant alleged the dishwasher was not installed until after the third month of occupancy, the dryer and washing machine were not provided until five months after occupancy and the third bedroom did not become available as promised until four months after she moved in.
22. Section 29(2) of the Act limits a tenant from filing an application more than one year after the day the alleged conduct giving rise to the application occurred.
23. In this case the claims regarding dishwasher, washer and dryer and third bedroom all occurred more than a year before the Tenant filed her application on June 27, 2023, therefore those claims are statute-barred and must be dismissed.

Issue 1(d) – Electrical Fixture Issues

24. The Tenant's evidence is that ceiling fixtures were not installed, with only electrical wires, construction light bulb receptacles with bare bulbs or improperly secured light fixtures. She also alleged that receptacles were not properly secured. Photos were produced of one crooked covered receptacle and one bare hanging light bulb.
25. The Tenant also produced a photo of a chandelier hanging from its wires. Evidence of the Tenant and the Tenant's witness Mr. Brown satisfies me that it was Mr. Brown who attempted to install that chandelier but did not complete the work properly and left it hanging, which given the weight of the chandelier, as compared to a construction bulb receptacle is significant and probably more likely to fall.
26. The Tenant acknowledged that she did not complain to the Electrical Safety Authority and provided no evidence of when she complained to the Landlord about the issue prior to October 24, 2022. That date was when the fire department attended and commented on the unsafe wiring. However, given the Landlord embarked on significant renovations that had no final occupancy permit until March of 2023, I find the Landlord was aware of the issue from the date the Tenant moved into the rental unit, and it was incumbent on the Landlord to complete all electrical work properly.
27. The Landlord's evidence is that they had all the fixtures in their possession, and installed the light fixtures on November 5, 2022, after the Tenant vacated the unit. Photos were submitted of properly installed fixtures. The delay, according to the Landlord was due to the Tenant refusing entry, however this reason is not persuasive. The Landlord's own repair list indicates they entered numerous times before July, 2022 to complete work, on July 30 and 31, 2022 for an electrical inspection, and several times afterwards for other work. There was sufficient access at these times to install proper light fixtures. The delay, to November 5, 2022, is in my view neither reasonable.
28. The Landlord acknowledges being aware that the electrical code requires safe working light fixtures.
29. For these reasons, I find that the Tenant proved on a balance of probabilities that the Landlord failed to meet their maintenance obligations by properly installing light fixtures in the rental unit.

Issue 1(e) – Countertop not fastened and sink not sealed

30. The Tenant alleged the countertop was unsecured to the cabinets and the sink was not sealed around to the countertop when she moved in.
31. Based on the evidence provide by the Tenant and the Landlord, I am satisfied the countertop was not secured to the cabinets until November 4, 2022.
32. Despite the refusal of entry, I find the delay in repairing the countertop not reasonable in the circumstances. Simply screwing the countertop down is not a complex and difficult installation and could have been completed in any of the months before November 2022. The Landlord's own evidence is that they attended on numerous occasions to complete repairs and renovations from September 2021 through to November 2022, including during the period the Landlord claims entry was refused. There is no reasonable explanation therefore for the delay.
33. Accordingly, I find the Tenant proved on a balance of probabilities that the Landlord failed to meet their maintenance obligations by failing to secure the countertop in the kitchen and sealing the kitchen sink to the countertop.

Issue 1(f) – Dishwasher not properly installed

34. The Landlord installed a dishwasher on February 2, 2022 which the Tenant claims was not done properly.
35. No evidence was led on this subject and accordingly I find this portion of the claim has not been proven on a balance of probabilities.

Issue 1(h) – Closets not finished

36. The Tenant claimed the closets were unfinished when she moved in and remained so throughout the tenancy. She provided a photo of a hallway closet space in rough construction stage without drywall.
37. The Landlord does not dispute the unfinished closets throughout the tenancy. Accordingly, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair or maintain the closets.

Issue 1(i) –Windows

38. Some windows had no casing or trim, and the windows had no screens until the summer of 2022, although the Tenant was unable say when they were installed.
39. The Landlord testified that they completed screen repairs in June of 2022 as soon as the Tenant asked.
40. I am satisfied that the window screen issue is statue-barred due to the limitation period contained in subsection 29(2) of the Act which limits the Tenant to claims after filing the application on June 27, 2022. That claim is therefore dismissed.
41. However, I am not satisfied that the window casing and trim was completed prior to the tenant vacating the rental unit. The Landlord gave no evidence regarding the completion

of this work, other than an acknowledgment that they did not do that work because they were completing other work.

42. I find therefore that the Tenant proved on a balance of probabilities that the Landlord breached their obligation pursuant to subsection 20(1) of the Act to keep finish the window installation in a reasonable and timely manner.

Issue 1(j) –Deck

43. The Tenant claimed the deck was unfinished when she moved in and remained so. Photos demonstrate that several boards are absent from the edge of the deck surface and there are no railings.
44. The Landlord provided evidence that the deck was completed on August 7, 2022. I accept the Landlord's testimony that the deck was not completed before that time because other work was being completed.
45. Accordingly, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the deck.

Unfinished Renovations Analysis

46. Where I find the Landlord in breach of their obligations above, I have considered that the delay was not reasonable or timely. I have also considered that the Landlord could have hired another person to complete the work when their repair person was physically unable.
47. Even though legal occupancy wasn't granted by final inspection until March of 2023, the Landlord, by choosing to enter into the tenancy agreement at an early stage in the renovations, undertook maintenance obligations pursuant to section 20 of the Act. This means the Landlord was obligated in a reasonable and timely manner to complete the renovations.
48. I note that section 20(2) of the Act states that the obligation to maintain applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement. Therefore the fact that the Tenant knew about the status of the unfinished renovations does not relieve the Landlord of her obligations.

(2) Oil Tank

49. The Tenant alleged the oil tank outside the rental unit was leaking and seeping into the ground. A photo was produced at the hearing which shows the connection between the oil tank's pipe and the ground. No leakage or other fault is visible.
50. The Landlord maintains that the oil tank was not leaking. They produced reports from 2016 that state the tank was fine, and submit the tank was only 7 years old. The Landlord removed the tank and replaced it with propane but says that was after the Tenant vacated.
51. I find the Tenant failed to provide sufficient evidence to prove on a balance of probabilities that the oil tank was leaking, or that it was in a state of disrepair. I am therefore not

satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to maintain the oil tank, and that claim is dismissed.

(3) Washing machine

52. In her application the Tenant claims the washing machine was not installed correctly installed when it was installed in March of 2022. The Tenant mentioned her concerns about the appliances on October 6, 2022.
53. The Landlord does not deny the washing machine had issues. I accept the Landlord's testimony that the electrical panel needed to be upgraded, and they were forced to replace the washing machine twice due to this problem. In March of 2022 a new washer was provided and reduction in rent was given to the Tenant because of problems with the laundry appliances. It is unclear when if at all the October 6, 2022 complaint was resolved. The Landlord provided no evidence of their actions regarding that complaint.
54. I find that the Tenant proved on a balance of probabilities that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair or maintain the washing machine.

(4) Dryer Electrical Issue

55. According to the Tenant's evidence the dryer would trip the fuse when used frequently. The Landlord asked the Tenant not to use the dryer prior to 9:00 p.m. to reduce the load on the electrical system. The Tenant considered this request unreasonable. Instead she would drive an hour to town to use the laundromat or her parents laundry room.
56. I accept that failure to provide sufficient electricity to allow the Tenant to do laundry at times of her own choosing is a breach of the Landlord's obligations under section 20.

(5) Bathroom Tap Disrepair

57. The Tenant led no evidence regarding the bathroom tap disrepair at the hearing. The Landlord provided no submissions or response regarding outdoor lighting. Therefore, there is insufficient information to find any disrepair on a balance of probabilities. The Tenant's claim regarding the bathroom tap is therefore dismissed.

(6) Bathtub Jet Disrepair

58. In her application the Tenant claimed the jacuzzi jets did not work. Her evidence is that she notified the Landlord on October 18, 2022.
59. The Landlord did not dispute that the jets did not work and provided no evidence of any attempt made to repair the jets. I find therefore the Tenant proved on a balance of probabilities that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit bathtub jets.

(7) HVAC System Disrepair

60. The Tenant alleged that the Landlord's heating system did not work properly so the rental unit was cold.
61. The Tenant notified the Landlord of the cold on September 23, 2022 in an email. A wood stove in the basement served as a heat source from September to November 2022 when the Tenant vacated the rental unit. The backdraft caused smoke in the rental unit leading to the Tenant and her daughter seeking medical treatment. The wood stove was condemned by the fire department on October 24, 2022.
62. The Tenant had no furnace heat from September to November 2022 and was so cold she wore gloves. The rental unit was 17 degrees on October 27, 2022.
63. In addition to the September 23, 2022 email notification, the Landlord acknowledged she received a complaint about the furnace on October 27, 2022. The thermostat was in the Tenant's rental unit, so although the furnace itself was accessible without entry, permission was required to enter the rental unit to work with the thermostat, which caused delay because the Tenant refused entry. The Landlord provided no specific dates that the Tenant refused entry.
64. A furnace inspection was conducted on November 3, 2022 by a furnace technician. Prior to that time the Landlord's repair person was attempting the fix the problem. Although the furnace was replaced, the thermostat remained an issue, and intermittent heat problems persisted. The Landlord acknowledged that by law the temperature must be at least 20 degrees in the rental unit during the winter.
65. I find that the time between the complaint about the furnace in September, and the inspection on November 3, 2022 was not reasonable or timely.
66. For the reasons above, I am satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit heating system in a reasonable and timely manner.

(8) No outdoor lighting

67. The Tenant led no evidence regarding outdoor lighting at the hearing. The Landlord provided no submissions or response regarding outdoor lighting. Therefore, there is insufficient information to find any disrepair on a balance of probabilities. The Tenant's claim regarding outdoor lighting is therefore dismissed.

(9) Flea Infestation.

68. The Tenant claims a flea infestation broke out in her rental unit and the Landlord refused to treat the problem.
69. The Landlord does not dispute the existence of the fleas but testified the Tenant was collecting kittens from the barn, so she caused the flea problem and then had no money to properly treat the animals for fleas with prescribed 'revolution' medication from the vet.
70. I accept the Landlord's evidence that he could not bring the Tenant's animals to the vet, and that treating the cats would resolve the problem. The Tenant caused the problem by

adopting barn cats without proper veterinary care. Fleas go with animals, and proper treatment of animals and cleaning will normally resolve such problems. The Tenant refused to do so because she didn't have the funds.

71. I find that the Tenant did not prove the Landlord breached his maintenance obligations regarding the flea infestation. This portion of the claim is dismissed.

Remedies

72. Having established certain of her claims, the Tenant is entitled to those remedies she can prove on a balance of probabilities in connection with the claims proven. The lawful monthly rent was \$1,400.00 when the Tenant began occupancy in October of 2021. The rent was reduced to \$1,200.00 as compensation for problems with the laundry and the uncompleted third bedroom in March of 2022.
73. There is a dispute about the reason for the rent reduction. The Tenant claims it was in exchange for work around the farm. The Landlord claims it was in exchange for loss of laundry facilities previously. Emails between the parties reveal a discussion about the Tenant cleaning rooms in the Landlord's home in exchange for a rent reduction. But I find there is insufficient evidence to conclude the real purpose of the rent reduction, however, I am satisfied that the ongoing reduction was not as a result of loss of laundry, because the laundry had been installed in March of 2023, the same month the rent was reduced.

Rent abatement

74. The Tenant requests a rent abatement of \$3,800.00. While I agree some rent abatement is warranted, I find this claim to be excessive. The Tenant's remedies are limited to the one-year before bringing the application². I have considered that some of the renovations were completed mid-summer. I have weighed the impact to the Tenant, including the stress and inconvenience she experienced. I have considered that the Tenant still had use of all rooms in the unit, but did not have full use of a safe deck until early August. I have considered that the Tenant was without consistent heat from the end of September through to November 2022 when she vacated and am mindful of the effect cold had on her enjoyment of the rental unit. I have also borne in mind that the Landlord was aware of the breaches before the application was filed in accordance with subsection 30(2) of the Act.
75. In considering the totality of the evidence presented, I find that a lump sum rent abatement of \$1,500.00 to be fair and reasonable compensation for the Landlord's failure to maintain the rental unit as required by section 20 of the Act.

Other remedies are denied

76. The Tenant claimed damage to clothing that was mildewed due to the dryer not working and the washing machine not draining properly. She provided no evidence of specific clothing items lost, their estimated value or receipts for those items.

² *Toronto Community Housing Corporation v. Allan Vlahovich*, 2010 ONSC 1686 at paras. 9-13 (Div. Ct.).

77. The Tenant claims to have incurred the \$404.94 in hotel costs and out-of-pocket expenses because of the Landlord's breach. The Tenant led insufficient evidence to substantiate or justify this expense, its nexus to the maintenance issues or particulars such as the date, the duration of the hotel stay, the reasons for the hotel stay, or proof of payment. Therefore I find this claim has not been proven on a balance of probabilities.

78. The Tenant claimed other remedies in relation to harassment, coercion and interference for issues which were previously heard and resolved the Tenant's related application under file number LTB-T-035356-23. Therefore, no further remedies are warranted.

79. The Tenant incurred no costs for filing this application.

It is ordered that:

1. The Landlord shall pay the Tenant a rent abatement of \$1,500.00
2. The Landlord shall pay the Tenant the full amount owing by January 18, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 18, 2026, the Landlord will owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Nersi Makki
Member, Landlord and Tenant Board

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