



Order under Subsection 30 Residential Tenancies Act, 2006

File Number: LTB-T-041044-23

In the matter of: Front, 162 CARLISLE RD
FREELTON ON L8B0Z8

Between: Rachel Kukulewich Tenant

And

Pamela Riley Landlord

Rachel Kukulewich (the 'Tenant') applied for an order determining that Pamela Riley (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 July 9, 2025.

The Landlord, the Tenant and the Tenant's representative M. Mont attended the hearing.

At the opening of the hearing, the Tenant withdrew T2 application LTB-T-059150-22 which had been combined with this application. There will be a separate Order for the withdrawal of that application.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities certain of the allegations contained in the application relating to windows and plumbing issues.
2. Therefore, the Landlord must pay the Tenant the sum of \$2,962.32.
3. The tenancy commenced on September 25, 2021. The rental unit is an older premises, described by the Landlords as an "antique farmhouse" in a rural area. The Landlord occupies a different rental unit in the residential complex. There are common facilities for heat, water and electricity. There was no written lease. The parties agree that the rent was \$1400 per month. The Tenant was responsible for the cost of hydro and Tenant and the Landlord shared the cost of heating. Heating is provided by a wood fired furnace.
4. The Tenant vacated the rental unit on January 15, 2023. This application was commenced on May 24, 2023. Many of the Tenant's complaints arose from the outset of the tenancy. As a result of the one year limitation period set out in s. 29(2) of the Residential Tenancies Act (the "Act"), only conduct of the Landlord on or after May 25, 2022 until the date the Tenant vacated can be considered for remedy, a period of approximately 8 months.

5. The Landlord's representative did not prepare the T6 application and was retained during 2025 to present the application. The Tenant stated that there were 4 issues to be addressed. These are 1. the absence of smoke and carbon monoxide detectors; 2. improperly sealed windows; 3. non- functioning electrical outlets and 4. plumbing issues, being a missing bathtub tap and a lack of water pressure commencing in November, 2022.
6. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) to repair issues with the windows and plumbing.
7. I am not satisfied that the Landlord failed to meet her obligations under subsection 20(1) of the Act to repair or maintain the rental unit and did not fail to comply with health or safety or housing or maintenance standards with respect the issues of the smoke and CO2 detectors and electrical outlets.
8. 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.
9. Smoke and CO2 Detectors
10. The parties agree that there were no functioning smoke or CO2 detectors in the rental unit at the time of the Tenant's inspection of the rental unit before commencement of the tenancy. In an email dated August 9, 2022, the Landlord acknowledged her awareness of this issue and offered to reimburse the Tenants for the cost of replacement detectors. The Tenant acknowledged that new smoke and CO2 detectors were installed in 2021 and functioned properly until the Tenant vacated the rental unit. The Tenant says that the Landlord did not reimburse her for the cost of replacement detectors. The Tenant incurred those costs over a year prior to the commencement of this application. The claim is barred under the provisions of the Act. The Tenant's claim related to the smoke and CO2 detectors is dismissed.

Electrical Outlets

11. The Tenant stated that there were 10 non-functioning electrical outlets in the rental unit. There is no email or text message in the evidence in which this issue is brought to the Landlord's attention. While the Landlord's email of August 9, 2022 acknowledges other deficiencies in the rental unit, there is no reference to the electrical wiring or non-functioning outlets. The Landlord explained that the residential complex was originally built with knob and tube wiring and that she had arranged to have the wiring updated some years ago. When the upgrade was done, the knob and tube wiring was not removed and was left in the walls. The Landlord stated that she did a walk through of the rental unit at the time the Tenant moved in as the unit had been unoccupied for approximately 10 months, checked all of the outlets with a hair dryer, and all were functioning. The Landlord stated that she checked the light fixtures as well and all were functioning. I find that the non-functioning outlets referenced by the Tenant were the original but disconnected knob

and tube wiring. While the home did not have as many outlets as the Tenant would have liked, the Tenant did not point to any breach of any standard related to the sufficiency of the electrical wiring. There is no mention of any electrical issues in the notice of non-compliance issued by the City of Hamilton by-law inspector in November, 2021. The Tenant's claim related to the electrical issues in the rental unit is dismissed.

Plumbing

12. There are two issues related to plumbing.
13. Firstly, the tap in the bathroom tub/shower was not functioning. It is clear from the Landlord's email of September 5, 2021 to the Tenant that this issue had been brought to the Landlord's attention. It is also from the evidence that the tap was never replaced and was operated by means a set of vice-grip pliers attached to the faucet spindle.
14. Secondly, the Tenant alleges that, after some flooding had occurred in the basement at the residential complex in 2022 and some plumbing repairs completed, that when the water services was restored, she had poor water pressure in the kitchen and bathroom of the rental unit. The Tenant brought the issue of inadequate water pressure to the Landlord's attention in an email November 17, 2022. The Landlord doubts the lack of water pressure, as she says the water pressure for both the Landlord's and the Tenant's units in the residential complex are provided by the same pump. The Landlord consulted a plumber and told that Tenant that silt might have been dislodged during the repair which was clogging the screens on the taps. The Landlord gave the Tenant some advice on how to fix this issue and the Landlord did nothing to repair the issue herself.
15. I find that the Landlord has breached her obligation to provide an operable plumbing fixture and, for a period of two months, sufficient water pressure.

Windows

16. It is clear that there were issues with the ability of several of the windows in the rental unit to provide a weather tight seal. The Landlord acknowledged this in her email to the Tenant of August 9, 2021. The Tenant made further complaints to the Landlord concerning the windows in her emails of November 17, 2021 and November, 2022. The Tenant gave evidence "window by window" showing defects and while I am not reciting this evidence in that same level of detail, I have considered it all in making my findings. Photos show windows covered with plastic to prevent air coming in, rotted sills and jambs from the interior and exterior and a replacement window which did not fit the original window opening. During the tenancy, only the living room window was repaired. The Tenant stated that the Landlord's response was to advise the Tenant to cover the windows with plastic. The Landlord stated in her evidence that it was difficult to find a repairer, that the windows were non-standard sizes due to the age of the house, and that the repair was expensive. I find that the Landlord breached her obligation to provide windows which provided a weather tight seal for the rental unit.

Remedies

9. The Tenant claims a 100% abatement of rent.
10. Based on the evidence of the condition of the windows, I find that an abatement of 25% of the rent for the rental unit from May 25, 2022 to January 15, 2023 is an appropriate remedy in the circumstances. . The Tenant claims an amount to compensate for increased heating costs. This claim was not proven through any documentary evidence and the amount of additional heat required due to the condition of the windows is a matter of speculation. In my view, the abatement of rent provides a comprehensive remedy for the Tenant's discomfort and the heating costs related to the condition of the windows. The abatement is calculated as \$1,400 per month x 20% x 7 months (June-December, 2022) = \$2,450 plus a per diem amount of \$11.50 for 7 days in May, 2022 and 15 days in January, 2023 which equals \$253.00. The total abatement related to the condition of the windows is \$2,703.
11. Based on the evidence concerning the plumbing, I find that an abatement of 1% per month for the issue related to the tap in the shower tub and an abatement of 4% per month is appropriate for the issue of the lack of water pressure for the two month period from the time this issue was brought to the attention of the Landlord until the termination of the tenancy. The abatement related to the tap is calculated as \$1,400 per month x 1% x 7 months (June-December, 2022) = \$98.00 plus a per diem amount of \$0.46 for 7 days in May, 2022 and 15 days in January, 2023 which equals \$1.32, for a total of 99.32. The abatement related to the lack of water pressure is calculated as \$1,400 per month x 4% x 2 months = 112.00. The total abatement related to plumbing issues is \$211.32.
12. The total abatement of rent is therefore 2,914.32.
13. The Tenant is entitled to reimbursement of the \$48.00 application fee.

It is ordered that:

1. The Landlord shall pay the Tenant is \$2,962.32. This amount represents:
 - \$2,914.32 for a rent abatement.
 - \$48.00 for the cost of filing the application.
5. The Landlord shall pay the Tenant the full amount owing by February 15, 2026.
6. If the Landlord does not pay the Tenant the full amount owing by February 15, 2026, the Landlord will owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

 Jack Jamieson
 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.