Order under Sections 30 and 31 of the Residential Tenancies Act, 2006

Citation: Morrison v Angus, 2025 ONLTB 88009
Date: January 5, 2026
File Numbers: LTB-T-055652-23-HR (T6) & LTB-T-060386-23-HR (T2)

In the matter of: 4600C Massey Road
Port Hope, ON L1A3V5

Between: Geoffrey Morrison & Dana Morrison — Tenants

and

Daphne Angus — Landlord

HEARING ORDER

Procedural History of Applications

On July 14, 2023, Geoffrey Morrison and Dana Morrison (the 'Tenants') applied in a T6 application (LTB-T-055652-23) seeking an order determining that Daphne Angus (the 'Landlord') failed to meet her maintenance obligations under the *Residential Tenancies Act, 2006* (the ‘Act’) or failed to comply with health, safety, housing, or maintenance standards.

On August 1, 2023, the Tenants also applied in a T2 application (LTB-T-060386-23) seeking an order determining that the Landlord entered the rental unit illegally; substantially interfered with the Tenants’ reasonable enjoyment of the rental unit or complex; harassed, coerced, obstructed, threatened or interfered with the Tenants; and withheld or interfered with vital services.

Both applications were scheduled to be heard virtually on August 22, 2024, but were adjourned. The Member left the LTB.

The applications were scheduled for a *de novo* (new) hearing before me by videoconference on July 8, 2025. The hearings were combined. The hearings were further adjourned to allow time for adequate disclosure and for the Tenants to amend the applications to include more details and particulars. My interim order LTB-T-055652-23-IN & LTB-T-060386-23-IN (setting out the reasons for the combining and further adjournment, along with deadlines for disclosure) was issued on July 21, 2025.

I heard the adjourned combined hearings by videoconference on September 15, 2025 and October 14, 2025.

At all hearings the Tenant Geoffrey Morrison appeared on behalf of both Tenants (the joint Tenant is his wife). He spoke with tenant duty counsel before the July 8, 2025 hearing. The Landlord's agent Ian Angus (Landlord's husband) appeared on behalf of the Landlord. The Landlord's witness Howard Charlton attended portions of the hearing to give his testimony.

DETERMINATIONS:

*T6 and T2 Claims Successfully Proven - **$7,362.00** Awarded in Total*

1. For the reasons explained below, I find that the Tenants proved their T2 and T6 claims on a balance of probabilities, so a total award of $7,362.00 will be ordered.

Preliminary Issue – Tenant's Request to Amend Both Applications Granted

2. Although the Tenants did not explicitly follow the directions in my interim order to bold and highlight the proposed changed in their applications, I find that there was no prejudice to the Landlord in allowing the format used by the Tenant. A typed Table of Contents, Summary of Events, and consolidated evidence brief was submitted for each application. The Tenant advised all the consolidated evidence had already been served to the Landlord over a year ago before the first hearing. He just organized it into separate evidence briefs and added further details and particulars at the beginning along with a table of contents.
3. At first the Landlord's agent challenged the deadline for service; however, the Tenants showed their email attaching all disclosure was sent to the Landlord on August 30, 2025, which complied with my interim order. Further, the Landlord responded with their own reply evidence shortly thereafter. As a result, the requested amendments were granted.

Preliminary Issue – Landlord's Request to Dismiss for Commercial Tenancy Denied

4. The Landlord's agent submitted I have no jurisdiction because this is not a residential tenancy. Rather, this was a commercial tenancy for the Tenants to run a daycare, which was the principal use of the property. It was a commercial property, with some living accommodations merely attached to it.
5. The Landlord's agent testified that the parties made a verbal agreement at the outset of the lease, when Dana Morrison first asked him if she could operate an unlicensed daycare for a few young children at the premises. The Landlord supported this and invested in fencing and everything required to make the business area safe for the children.
6. The Tenants submitted it was always a residential tenancy. They admitted for a period of the tenancy, Dana operated a home daycare. However, their family always lived at the rental unit and raised their kids there.
7. The Tenants' disclosed a residential lease agreement signed by the Landlord. This was the second lease in their history. I note the Landlord's disclosure also included a similar residential lease, but the first one in their relationship.
8. There was no reasonable explanation provided by the Landlord's agent, to explain why the Landlord would have signed a contract titled *Residential Lease (Ontario)* if the primary

purpose of the rental unit was for a commercial daycare operation. There was also no reasonable explanation why the residential portion of their relationship would be committed to writing, but the commercial venture was left as an oral agreement.

9. Section 2 of the *Residential Tenancies Act, 2006* (the 'Act') defines "residential unit" as *"any living accommodation used or intended for use as residential premises".* Based on the Tenants' testimony that the family lived there and raised their children there (which the Landlord did not refute), and the two residential leases signed by the Landlord, I find that these applications are within the LTB's jurisdiction because the rental unit was a "residential unit" as defined in the Act.

10. It may be a fact that for some defined period during the tenancy there was a home daycare at the premises. This does not preclude that the Tenants and their own children were simultaneously also living at the rental unit throughout the tenancy.

11. The preliminary request to dismiss the applications is denied.

Agreed Facts

12. As background, this house is a frame cottage approximately 50 years old, with an addition that is approximately 40 – 45 years old. The house is approximately 1800 square feet. It is 2 stories, with 1 kitchen, a meeting room, kitchen, and 1 bathroom downstairs. Upstairs are 2 bedrooms, 1 bathroom, a storage room, and a balcony/terrace. The basement is under about half the house.

13. The first lease was for a 3 year fixed term between on December 1, 2017 to November 30, 2020, with biweekly rent $877, which works out to $1,900.00 monthly.

14. The parties agreed to increase the rent by $200.00 per month (even though the guideline increase was only about $41.50). The second lease was for a 3 year fixed term between December 1, 2020 to November 30, 2023 at monthly rent of $2,100.00.

15. The tenancy ended when the Tenants vacated at the end of November, 2023.

T6 Application – $966.00 Awarded

16. For the reasons explained below, the Tenants proved section 20 maintenance breaches for the bathroom ceiling leak, the tub retiling and grout, broken front door lock, and broken washing machine. Remedies were only claimed for the first 2 issues.

17. Section 20(1) of the Act states: *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.*

18. The Act and the case law in this area indicates that if the landlord responded to the disrepair in a timely and effective manner, then no monetary remedy will normally flow. (See the LTB's Interpretation Guideline 5 Breach of Maintenance Obligations, and *Onyskiw v. CJM Property Management LTD.,* 2016 ONCA 477.)

19. The mere fact that there is a maintenance issue (such as broken items, leaks, etc) does not mean a landlord is automatically responsible. The LTB will examine the context such as if/when the tenant told the landlord, and how promptly and effectively the landlord responded. Would a reasonable landlord have responded the same way? Was the response timely and effective in resolving the maintenance issue?

20. In the analysis, it is important for the LTB to also consider the behaviour of the tenants. Did they contribute or cause the issue? Section 33 of the Act states: *The tenant is responsible for ordinary cleanliness of the rental unit, except to the extent that the tenancy agreement requires the landlord to clean it.* Section 34 of the Act states: *The tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant.*

<u>*Ceiling Leak Downstairs Bathroom - $756.00 Awarded*</u>

21. The Tenants claimed in early April 2022 they noticed a water leak dripping from the electrical cap of the downstairs bathroom ceiling, which got worse when it rained. They emailed the Landlord about it on April 22, 2022.

22. The Tenant submitted 2 pictures taken April 3, 2022 showing brown stains around the cap and a bowl on the floor between the shower and toilet full of brown water.

23. The Landlord’s agent testified he immediately responded by forwarding the issue to his handyman Howard, who attempted to coordinate a time to arrange the repairs with Dana. The email response of May 4, 2022 was submitted which Howard indicated he was available to fix the issue, but coordination with Dana did not materialize.

24. The Tenants claimed not much was done other than around July or August 2022 a tarp was placed over a portion of the roof. A picture dated July 23, 2023 was submitted showing a year later there was still a blue tarp. The Tenant said this tarp was the extent of the Landlord’s attempted “fix” of the leaking roof, until September 2023 when the roof was finally repaired.

25. The Tenant submitted further pictures over time (dated April 1, 2023 and June 12, 2023) showing the ceiling cap with worsening water stains and lifting drywall on the ceiling.

26. The Tenants testified the impact was a constant drip of water, which landed on your knees when sitting on the toilet. The bucket had to be emptied every 6-8 hours. When it rained it was emptied every 2 hours. His family (including his wife, 13 year old daughter, and 23 year old stepson) could not use the toilet or shower during rainy days. It was not every day they were impacted, but on average twice a week there was a leak, worse during the spring and fall months.

27. Howard confirmed the general timelines submitted by the parties. Initially when he looked at the roof there was ice and snow, so they had to wait for warmer weather to clean the debris off the roof and gutters. In June 2022 Howard cleaned and tarped the area.

28. Ian and Howard both testified that they considered the issue resolved when the tarp was put up. Howard testified he had spoken with Dana several times after the tarp, and she always confirmed there was no more leak.

29. Ian blamed the Tenants for causing or contributing to the leak by having no maintenance or cleaning program in place to clean the upstairs roof, gutters, and terrace of leaves and debris.

30. The Tenants countered by alleging they did sweep outside once every spring or fall, but in general they could not even use the terrace/balcony because of the large blue tarp hanging over the rail and over the sloped roof in that area. Also, the cleaning of the gutters and other maintenance on the roof were the Landlord's responsibility since they had installed the tarp. According to Geoff, with the tarp over the roof, the leak continued "off and on". His family also had to keep putting the tarp back into place when the wind blew it out of place.

31. Geoff had also complained about rotting trees but the Landlord did nothing about removing them.

32. Howard testified it took some time to eliminate the source of the water leak. He suspected it could be the gutters, the angled roof, or the flat roof. The architecture of the roofline is unique so there could have been many sources of leak. Rather than simply call a roofer, the Landlord was interested in a permanent fix of the unique roofline, since this house has several different areas of roofline.

33. Howard did not consider the leak high priority because Dana confirmed numerous times that the tarp was effective. They considered the leak problem stopped by the tarp in June 2022. Thereafter, they permanently repaired the roof the next summer in 2023 by placing a new secondary roof overtop of the original roof.

34. Howard's testimony was straightforward and credible. I do not doubt he worked off the instructions of Ian, and that he spoke to Dana several times about this issue. However, I preferred the evidence of the Tenant Geoff because it was his direct evidence of his own experiences. Geoff testified the leak continued on and off, even after the tarp was put up. He had pictures taken a year after the drip first started, showing worsening water stains and damage to the ceiling. His evidence was preferred over the hearsay evidence of what Howard heard from Dana.

35. I also find that the Landlord did not act in a timely or effective manner to fix the leak. The Landlord's agent made allegations that the Tenants failed to clean and sweep leaves and debris from the balcony and gutters, but had no evidence to show the Tenants breached their obligations under the Act for ordinary cleanliness, or that the Tenants caused any wilful or negligent damage.

36. I also find that the initial wait for the spring thaw was reasonable; however, leaving a tarp on from June 2022 to September 2023 was not a timely solution. The Landlord could have repaired the roof permanently during the summer or fall or 2022, but chose to wait another year until September 2023.

37. Ian relied on Howard to simply install a tarp for over a year. Ian chose to deem this leak not a high priority compared to the list of other repairs around the premises. He also chose

to rely on a handyman and took an unreasonable amount of time investigating the source of the leak and coming up with a permanent solution in repairing the roof over a year later.

38. The Tenants proved on a balance of probabilities that the Landlord breached section 20 of the Act with respect to failing to repair the leak in a reasonable time. The monthly rent at that time was $2,100.00. The Tenants requested $300.00 per month from April 2022 to October 2023. I find the Tenants' proposed amount and timeline excessive given the limited impact of the leak. While the leak was a nuisance and his children and family could not use the facilities at times, the Tenants admitted it was on average twice a week that they were impacted. It was also not a gush of water but a dripping leak, which required emptying a bowl or bucket every few hours on rainy days.

39. I find a fair rent abatement would be 3% of monthly rent, for 12 months. This is because the Landlord should be afforded some time (between April 22, 2022 to September 30, 2022) to investigate and respond to fix the issue. A reasonable landlord may have taken from the spring thaw through the summer of 2022, to permanently deal with the issue. The abatement will only be from October 2022 to September 2023. The total amount of rent abatement awarded for the leak is $756.00.

Upstairs Bathroom Retiling and Grout Repairs - $210.00 Awarded

40. The Tenants testified that the tub grout first started cracking and letting lose in 2022. Howard came to regrout but no tiles were replaced.

41. Later, the grout cracking got worse. The family had to be careful when showering because water would run down behind the tiles above the living room, and the ceiling of the living room would get wet and spotty. His family took great care to angle the shower head away and stood at the far end of the tub. Once Howard actually started ripping out the tiles to remove the rotten material behind, the tub was unusable for several weeks, which the Tenants felt was an unreasonably long time.

42. Geoff first informed Ian about the grout by the same email of April 22, 2022 as the ceiling leak. Geoff first heard back from Howard on May 8, 2022. On May 26, 2022 Howard looked at the issues but no work was done. On July 5, 2022 Howard text that he could not do the work. On October 28, 2022 Howard text that he could start work next week, but ultimately cancelled. On March 8, 2023 Howard was supposed to start repairs but cancelled again. On March 22, 2023 the problems were looked at but nothing was done. On July 18, 2023 the upstairs bathroom retiling work was started, but not completed until August 15, 2023.

43. On June 22, 2023 Geoffrey emailed *"I have enclosed pictures of the shower tiles and roof leak that has not been repaired yet. (The last time anyone looked at the issues was March.) The Tiles in the bathroom are getting worse and probably leaking into the wall above the living room again."*

44. The Tenant submitted two pictures of the tiles ripped out, debris in the tub, and the inner wall of the tub completely exposed showing rotting and water damage. The pictures were dated July 18 and 22, 2023.

45. The Tenants submitted that part of the problem was Howard was only available in short durations – an hour here, three hours there - to work on the bathroom tiles. Ian had Howard doing other higher priority work around the premises. Howard is the Landlord's handyman not only for this rental unit but several others in the vicinity.

46. Ian testified that it was the Tenants who made scheduling repairs difficult for his handyman. Attempts were made to try to do all repair work in July 2022 while the Tenants were away on vacation, but fell through.

47. Howard testified he always had to find a time that was convenient for Dana and her childcare business. He was over that summer easily 10-12 times doing various repairs. Also, the nature of this work required drying time in between applications. At first he would pop in when it was convenient for Dana. Later, the Tenants requested official 24 hour notices, so Ian had to give those first, which extended the timeframe of repairs.

48. Howard advised that at first they thought it was just a grouting issue. It did not seem like a major problem because the Tenants were still using the tub to shower. He later realized much more structural problems behind the tile. The framing and boarding were old and water damaged, so the entire wall behind the tiles had to be ripped out and replaced.

49. Howard also indicated that Ian was waiting on a shipment of tiles to match, which stores did not have at the time.

50. For the tile and grout issue, I find that the Tenants proved on a balance of probabilities that the Landlord breached their maintenance obligations under the Act. After learning about the problem, the Landlord took an unreasonably long time to complete the work. Howard was at the mercy of Ian's list of other repairs on the grounds and admitted to waiting until the list became lighter. It is obvious the Landlord did not consider the Tenant's tiling complaints a high priority.

51. I accept that the Tenants may have contributed some to the scheduling delays. However, overall, it should not have taken so long to fix the issue – even with the wait on the tile shipment from the store.

52. The Tenants claimed a lump sum overall rent abatement of $4,500.00 to cover all the T6 issues in the application. I find that a fair abatement is 10% of monthly rent, for only the approximate 1 month period between July 18, 2023 to August 15, 2023. The Landlord's agent was told about the issue on April 22, 2022. Taking into account the Tenants may have contributed to scheduling issues, the retiling could reasonably have been fixed within 3 months between April to June, 2023. The 10% abatement is to reflect the hassle to the Tenants' family of having an unusable tub thereafter. However, I note this was not the only bathroom in the house. A total of $210.00 is awarded for this issue.

Broken Front Door Lock – No Remedy Claimed

53. The Tenants testified that by email April 22, 2022, they informed the Landlord's agent that the front door lock/knob needs to be repaired as it cannot be locked from the outside.

54. The Tenants submitted this door lock was an ancient deadbolt with a brass key. It got to the point of only being lockable from the inside of the house. From April 22, 2022 onwards,

it suddenly stopped working. It was never fixed during the rest of the tenancy. The Tenants resorted to just leaving the door unlocked when nobody was home since they could not lock it from the outside.

55. The Tenants admitted they were not overly concerned with it and claimed no specific remedy. They just wanted to include this claim as it demonstrates their Landlord's behaviour in ignoring their maintenance requests, and further supports the issues from the T2 application.

56. I find on this issue the Tenants did prove on a balance of probabilities that there was a broken front door lock, however, since no remedies are claimed, nothing will be awarded.

Broken Washing Machine – No Remedy Claimed

57. The Tenants testified that by email July 20, 2023 they informed the Landlord's agent that the washing machine was broken. Ian responded on July 21, 2023 that it was the Tenants' responsibility to maintain the premises and to pursue the tenant insurance policy.

58. The Tenant responded on July 21, 2023 advising they do have insurance but only for contents. The washing machine is owned by the Landlord.

59. Ian suggested by email July 24, 2023 that the Tenants call a local appliance shop in Port Hope. The Tenants never followed up with it because they got the impression Ian was putting the cost of repair on them.

60. Geoff testified he spent about $80 on a part to repair a drain pipe failure. He spent hours researching on Youtube and repaired the washing machine himself. He learned something from the process. He did not keep a receipt for the part. His family was without a washer for about a week. He only included this issue to show how the Landlord and her agent became less responsive to their requests for maintenance, and that their relationship had deteriorated.

61. I find on this issue the Tenants did prove on a balance of probability that there was a broken washing machine from July 20, 2023 until the Tenant fixed it himself about a week later. The Landlord's agent referred the Tenant to use their tenant insurance policy and to contact a local appliance shop, but did nothing to fix this issue. However, since, no remedies are claimed, nothing will be awarded.

T2 Application - $6,300.00 Awarded

Illegal Entries – No Remedy Claimed

62. The Tenants claimed the Landlord made an attempted entry without notice on July 17, 2023 to show the place to "prospective tenants" but their stepson was home and did not let them in.

63. After that incident, Ian issued a handwritten letter later that day titled "Notice of Termination and Default". The Tenants thought this letter was threatening and claimed falsehoods such as they denied entry, they failed to pay rent, and they are only entitled to quiet enjoyment if they pay rent.

64. Geoff testified that the next day on July 18, 2023 Ian came to the rental unit around 3:10pm for an “inspection” without any prior notice. Geoff asked him to leave. Howard was doing repairs in the house (pre-arranged). Later that day around 3:40pm, Ian came back and put his foot in the door and forced himself in with prospective tenants. Ian showed them around for about 20 mins while Geoff was on the phone with the police.

65. Ian testified that Howard was already over at the house doing various work on July 18, 2023. Howard called Ian to come over to inspect the repair work. They had thought the Tenants were away on vacation. When Ian arrived in response to Howard’s call, he was met by an irate Geoff.

66. Ian denied coming with any prospective tenants or to show the place. Ian also denied putting his foot in the door or forcing himself in. He said these things did not happen.

67. When he learned from the police that he must give 24 hour written notices for entry, he immediately started to comply.

68. The Tenants admitted notices started getting used, but said they were invalid and excessive. The were invalid because the time period were onerously long, and the reasons were vague and lacked detail. His family also received a high number between July 19 to November 30, 2023 when they vacated.

69. Whether there were any illegal entries or not is a moot issue because the Tenants claimed no remedies for them. These incidents were included in the T2 application to show the escalating hostile behaviour by the Landlord’s agent, which was done in response to the Tenants trying to advocate for their rights, refusing to pay illegal rent increases, and asking for longstanding repairs to be done around the house.

Substantial Interference with Reasonable Enjoyment & Harassment - $6,300.00 Awarded

70. The Tenants claimed the Landlord’s agent engaged in numerous behaviours, which substantially interfered with their reasonable enjoyment, and he also harassed them to the point where they chose to move elsewhere.

- A handwritten letter from Ian dated November 29, 2022 indicated the biweekly rent would increase to $1,165 (monthly rent would increase from $2,100.00 to $2,524.17). The Tenants refused to pay the illegal increase. Thereafter, Ian’s behavior and hostility escalated.

- Ian demanded by email on March 25, 2023 reimbursement of $3,463.75 for furnace oil and made false accusations about the Tenants.

- By an email dated March 26, 2023, Ian threatened Dana’s daycare business.

- On March 31, 2023 water test results showed extremely high levels of e-colie and chloroform. When the Tenants told Ian about it, they were informed this was normal in the spring and to buy bottled water if this was a concern. The Tenants asked throughout April to July 2023 for the Landlord to provide clean drinking water, which was not done, forcing the family to boil water for everything.

- On May 5, 2023, Dana closed the daycare at Ian's request (based off false accusations of bringing diesel onto the premises), which cut the Tenants' income in half.

- On May 17, 2023, the Tenants received a hostile letter from Ian advising a termination of tenancy and making false accusations such as not paying rent or refusing entry. N5 and N8 notices were also delivered that day with false, meritless accusations.

- On July 17, 2023 Ian delivered a notice that electricity will be turned off December 1, 2023.

- July 18, 2023, 2 illegal entries were made as described above.

- July 19, 2023 water tests still showed high levels of e-coli and chloroform, 4 months after the Landlord was made aware of the problem.

- July 18 – Aug 12, 2023 – it took a month to replace the tub tiles, leaving the family without the use of the tub.

- Between July 19 – Sept 23, 2023 Ian served 18 notices of entry with inadequate reasons and citing excessive, unreasonable timeframes.

- August 3, 2023 Ian showed the house while the Tenants were away to prospective tenants for the 2nd time in 3 weeks.

- August 23, 2023 Ian delivered a N5 falsely accusing the Tenants of denying entry; the N5 was never used to apply to the LTB in any application.

- August 26, 2023 Ian emailed he does not require notice to enter.

- Sept 5, 2023 the Tenants emailed Ian asking him to stop showing the house to prospective tenants since the Tenants are not moving - despite this on September 7, 2023 Ian showed the house to prospective tenants for the 3rd time.

- September 15, 2023 Ian delivered another false N5 accusing the Tenants of not cleaning the terrace and causing water damage; the N5 was never used to apply to the LTB in any application.

71. The Tenants' evidence brief contained various email messages, letters, and pictures, to corroborate the claims made above.

72. The Landlord's agent's testimony focused on mostly a chronological history of the tenancy relationship. He justified his actions by blaming the Tenants and indicating he was facing skyrocketing operating expenses.

73. The Landlord's agent admitted that for the first 5 years their relationship with the Tenants was great.

74. Suddenly, the Landlord's expenses like maintenance, insurance, and taxes for this and their other rental units all skyrocketed. Since they had not increased the rent for several years with all their tenants, they got caught when the expenses jumped. They had no choice but to request more rent.

75. The Landlord was also facing a growing list of mandatory inspections and upgrades on properties that were getting older. Their insurance company imposed a list of recommendations to keep their policy in good standing. Ian submitted an email from their broker dated May 9, 2023 in which a list of recommendations were imposed to be completed prior to July 1, 2023. It included work such as aluminum wiring inspection and replacement of receptacles or switches as required by a licensed electrician; for safety a carbon monoxide detector must be installed adjacent to each sleeping area in the home; qualified roofing contractor should be consulted to determine roof repairs or replacement as necessary; hot water tank must be replaced by a technician, and outdoor fuel tank should be inspected by a certified fuel supply contractor.

76. Ian got Howard to focus on the mandatory repairs from the insurer's list. He served numerous notices of entry to try to inspect the rental unit and do the work, but he blamed the Tenants for making it difficult to schedule entries, for breaching their lease agreement, and contributing to the damages by failing to clean and maintain the rental unit.

77. Ian testified that he immediately started complying with the police directions to serve 24 hour notices, which he did from July 19, 2023 onwards.

78. The Landlord's materials included various notices of intent to enter. For example, a notice dated September 23, 2023 indicates that on Monday September 25 between 12 and 5pm, entry will be for "roof repairs + inspections". Another notice dated October 22, 2023 indicates entry for October 24, 2023 at 8am for "electrical inspection + water inspection".

79. The Tenants' disclosure included many more notices. These mostly had long timeframes such as 9am to 5pm, or 10am to 4pm. The reasons were quite vague and generic such as "inspection" or "repairs".

80. Ian testified that he was justified in serving the N5 and N8 notices of termination. He also served a N4 and all parties attended a L1 hearing, but it was dismissed.

81. Ian also testified that his email to Geoff dated March 25, 2023 requesting the daycare operation be suspended was necessary due to his assessment that the Tenants had been bringing containers of furnace (diesel) oil onto the property, making a high risk of contamination, a dangerous situation for the children, and likely something their insurer would refuse coverage for.

82. Ian testified that for all complaints made by the Tenants, he responded promptly and effectively. He accused the Tenants of refusing to negotiate and work things out amicably.

83. It was clear to me at several points of the Landlord's agent's testimony, that he was either not aware of the responsibilities on landlords imposed by the Act, or he was in blatant disregard of such laws. It seemed the Landlord's agent felt justified in asking for an illegal rent increase during a fixed term lease on a rent-controlled unit, because operating expenses and insurance demands had risen. He only started complying with written notices of entry when the police told him to do it.

84. The Landlord's agent also seemed to justify his decision to prioritize the repairs crucial to maintain insurance, and to push much of the responsibility onto the Tenants themselves to pursue other avenues like their tenants insurance for their maintenance issues.

85. Ian's letters and emails also seem to indicate he felt authorized to terminate the tenancy if he deemed the Tenants were in breach of their lease.

86. The Landlord testified he and Howard were working as diligently as they could to make the repairs at the rental unit, but that the Tenants contributed to the delays by making it very inconvenient and difficult to enter or do the repair work.

87. The witness Howard re-iterated the repair schedule he was instructed to keep from Ian's instructions, and reinforced Ian's behaviours as justified because the Tenants failed to clean, maintain the rental unit, and accommodate their entries.

88. Taken as a whole, I found the Tenants proved on a balance of probabilities their T2 claims. Ian and Howard's testimony did not challenge the Tenants' claims and only revealed their ignorance to the obligations and responsibilities on landlords imposed by the Act. In my view, the Landlord's disclosed documents assisted to support the Tenants' claims.

89. I find that the Landlord served several notices of entry which did not comply with section 27 of the Act, or the LTB's Interpretation Guideline 19: The Landlord's Right of Entry into a Rental Unit. Specifically, the guideline notes, *"In determining whether the specified window is reasonable, consideration should be given to the type and complexity of repair, replacement or work being undertaken, the location of the work and the extent to which the entry affects the tenant's ability to use the rental unit."*

90. Having notices with windows of entry several hours long (ie: 9am to 5pm, or 10am to 4 pm) over multiple consecutive days, with vague reasons like "roof repairs + inspections" does not constitute giving proper notice of entry.

91. Further, the Landlord chose to rely mostly upon the handyman instead of specialized contractors. This led to an inordinate amount of time spent on analysing and diagnosing the repairs, and delays in actually conducting the repairs. Licensed contractors may have been a better choice for a reasonable landlord, as a specialist may have conducted the inspections and maintenance work considerably faster.

92. The Landlord ignored the Tenants' requests to fix the contaminated water problem, forcing them to boil water for many months for basic hygiene like brushing teeth or washing fruits and vegetables. The Landlord also threatened to cut off a vital service of electricity in winter.

93. For all the reasons described above, I find that the sum total of the Landlord and her agent's behaviour, did substantially interfere with the Tenants. The repeated nature of the

behaviours also constituted harassment. I believe the Tenants that they were forced to vacate the rental unit as a result of it.

94. Although the initial T2 application claimed $200 in rent abatement and $35,000.00 for punitive damages, at the hearing the Tenants requested $8,400.00 total for one year of increased rent differential and increased monthly hydro. They also requested $10,000.00 total in general damages for all the stress endured by his family and dealing with moving, the boil water issues, and numerous false notices of entry, delays in doing repairs, etc. They also requested $5,000.00 - $6,000.00 for the loss of quiet enjoyment from July to end of November, 2023.

95. I do not find it prejudicial to the Landlord that the Tenants initially requested almost all of their T2 remedies under “remedy 11” as “other remedies”. The quantum of remedies the Landlord was potentially liable for was disclosed ahead of the hearing.

96. I find the requested remedies of the Tenants are excessive. It is difficult to reconcile the requested remedies with the Landlord’s agent’s behaviours, because the remedies were not broken down or itemized per incident.

97. I find that a fair overall amount to award for the T2 claims is $6,300.00 in general damages. It acknowledges that the Tenants’ family endured a host of behaviours by the Landlord’s agent. Most of it was concentrated to the final 6 months of the tenancy. Such behaviours breached the Act on numerous occasions, which had an impact of stress on the family. The general damages award is equivalent to half of the monthly rent, during the final 6 months of the tenancy.

IT IS ORDERED THAT:

98. The total amount the Landlord shall pay the Tenants is **$7,362.00**. This amount represents:

- $756.00 for a rent abatement for the bathroom ceiling leak;
- $210.00 for a rent abatement for the tub tiling/grouting repairs;
- $6,300.00 in general damages for substantial interference and harassment; and
- $96.00 for the costs of filing the applications ($48.00 each).

99. The Landlord shall pay the Tenants the full amount owing by January 16, 2026 (standard 11 days from the issuance date of this order).

100. If the Landlord does not pay the Tenants the full amount owing by January 16, 2026, the Landlord will owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

101. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 5, 2026
Date Issued

Michelle Tan
Vice Chair, 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.