



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Kennedy v Field, 2026 ONLTB 2305

Date: 2026-01-06

File Number: LTB-T-083853-23-RV

In the matter of: 6, 306 ST PATRICK ST
Port Dover ON N0A1N0

Between: Riley Kennedy Tenants
Kassidy Sharp

And

Nathan Field Landlord

Review Order

Riley Kennedy and Kassidy Sharp (the 'Tenants') applied for an order determining that Nathan Field (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 resolved by order LTB-T-083853-23 issued on April 29, 2025. Neither the Tenants nor the Landlord attended the original hearing on April 23, 2025. Therefore, the application was dismissed as abandoned.

On May 10, 2025, the Tenants requested a review of the order.

On May 12, 2025, interim order LTB-T-083853-23-RV-IN was issued, staying the order issued on April 29, 2025.

This application was heard by videoconference on June 11, 2025.

Only the Tenants attended the hearing. I was satisfied that the Landlord had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 1:33 p.m.

Determinations:

The Review

1. The Tenant, Riley Kennedy ('RK') submitted that the Tenants missed their hearing because his grandfather, who lived forty (40) minutes away, was admitted to hospital on April 20, 2025 and underwent a quadruple by-pass. During the chaos caused by his grandfather's health

emergency, RK misread the date on the Notice of Hearing causing the Tenants to miss the hearing.

2. Based on the uncontested evidence before the Board, I am satisfied, on a balance of probabilities, that the Tenants were not reasonably able to participate. The Tenants had filed a large number of documents in preparation for the hearing which indicates to me that the Tenants had a genuine intention of participating in the hearing.
3. Therefore, the Tenants' request to review shall be granted and a *de novo* was held to consider the Tenants' application.

T6 Application

4. As explained below, the Tenants proved, on a balance of probabilities, that the Landlord did not fix the leaking toilet in the unit or cut back overgrown vegetation beside the unit. Therefore, the Landlord must pay the Tenants \$498.00
5. The rental unit is a wooden cottage attached to the rear of main building of the residential complex.

WiFi

6. The Tenants did not pursue this issue at the hearing. Therefore, this part of the application is dismissed.

Thermostat for radiator

7. RK stated that on March 16, 2023, the radiator began to intermittently emit a high-pitched sound, starting just before noon and lasting well into the night. The Tenants advised the Landlord about the sound as soon as it occurred and he advised that he would have someone attend at the unit that evening to investigate. The Tenants admitted, however, that they proceeded to have their own electrician fix the issue and that they did not provide the Landlord any opportunity to investigate and fix the issue. As such, this part of the application is dismissed.

Leaking toilet

8. RK stated that on April 30, 2023, they discovered water pooling around the base of the toilet which appeared to be leaking from a pipe connected to the toilet. RK stated that the Tenants texted the Landlord about the issue. He said that the Landlord said he would send a plumber but never did. As a result, the issue was never fixed. The Tenants produced their text messages with the Landlord dated April 30 and May 2, 2023 [Doc 2797719 and 2797724] as evidence of their discussions with the Landlord about the toilet issue.
9. RK stated that the pooling water resulted in the bathroom floor always being wet. He said that blue liquid leaking from the pipe caused the Tenants to worry about health hazards it might pose to their new kitten.

Leaking windows

10. RK stated that after they moved in, they discovered that the window in their bedroom leaked when it rained. He stated that the wood frame around the window had rotted and that water would pool under the window and run under the Tenants' bed. He stated that they immediately advised the Landlord about the problem and in mid-April 2023, after which the Landlord and his father applied silicone caulking around the outside of the window.
11. RK stated that at the beginning of May, the Tenants informed the Landlord that the caulking had not stopped the window from leaking. The Landlord stated that he would send someone to investigate but never did.
12. The Tenants produced text messages dated April 28, 30, May 1, 2, 2023 [Doc 2797710, 2797713, 2797719 and 2797721] as evidence of their conversation with the Landlord about the leaking window.

Mold

13. The Tenants stated that because the rental unit had no air conditioning and no extractor fan about the stove, it was very humid in the unit which caused mold to grow all over the unit. They first discovered mold on their bedframe on April 28, 2023 which they admitted they were able to remove by cleaning. RK stated that he sent the Landlord photographs of the mold on one of the legs of their bedframe to the Landlord [Doc 2765592] and on one of the support slates of their bedframe [Doc 2765525]
14. RK stated that there was mold growing in the grout of the kitchen counter and produced an undated photograph of that mold [Doc 2765531]. On June 10, 2023, the Tenants even sent the Landlord a photograph of a mushroom growing in the grout on the kitchen counter [Doc 2797727] but stated that the Landlord never responded to the Tenants' emails about mold. The Tenants admitted that they were able to open windows in the rental unit. Their emails evidence that use of a dehumidifier was helpful.
15. The Tenants produced a photograph of a black bag/case [Doc 2765511], photographs of the arm of their couch [Doc 2766169, 2766190], and a photograph of a vintage sports jacket [Doc 2765788], all of which appear to be covered in mold.
16. RK stated that the mold affected the health of both Tenants. They both developed coughs. In addition, he felt heaviness in his chest and had an eye infection (i.e. pink eye). RK produced a doctor's note dated October 6, 2023 [Doc 2766372] recommending that the Tenants relocate to another residence.

Weeds

17. The Tenants stated that in the summer 2023, they discovered that the Landlord was not properly maintaining the grounds of the residential complex (i.e. lawn maintenance). The area where they stored their bicycles was so overgrown with weeds, that they could no longer store their bicycles there. The Tenants produced a photograph [Doc 2796612] which showed plants reaching almost to the top of the window frame of the rental unit. RK stated that the weeds caused welts on the Tenants arms.

18. The Tenants produced a copy of their text message sent to the Landlord in or around July 19, 2023 [Doc 2796614] explaining the allergic reaction the weeds caused. They stated that the only response they received from the Landlord was that he was planning to replace the fence where the weeds were growing.

Law and Analysis

19. Subsection 20(1) of the Act provides that:

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.

20. Based on the uncontested evidence before me, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair and maintain the rental unit and residential complex. I say this for the following reasons.
21. 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.
22. With respect to the toilet, the Landlord acknowledged in his text message of April 30, 2023 [Doc 2797719] that the toilet issue was due to a wax seal that needed to be replaced. Despite this, the Tenants stated the Landlord never sent a plumber nor was the toilet ever fixed which meant that their bathroom floor was always wet and the blue liquid leaking from the pipe was a hazard to their kitten.
23. The Tenants did not produce any photographs of the water in the bathroom or the blue liquid which they say was leaking from a pipe connected to the toilet. As such, I am unable to determine how much water or blue liquid was leaking from the toilet or the extent to which it may have soaked the bathroom floor. I am satisfied, however, that any amount of water or liquid leaking from the toilet would have required constant monitoring and clean up by the Tenants. I find that the Tenants are entitled to an abatement of rent for the leaking toilet.
24. With respect to the leaking bedroom window, the Tenants admitted that the Landlord addressed their initial complaint about the leaking window by applying caulking to the outside of the window. Although the Tenants stated that the window continued to leak after that repair, there is insufficient evidence for me to determine that the outside repairs carried out by the Landlord did not reduce the amount of water entering their bedroom. The Tenants did not produce any photographs of the leaking window or water entering their bedroom, either before or after the Landlord's repair. As such, this portion of the claim is dismissed.
25. With respect to damage caused to the Tenants' furniture and clothing by mold, the Tenants admitted that they were able to clean the mold off of their bedframe, but that they did not try to clean the mold off of their other items (i.e. bag, couch or jacket). There is no evidence before me that the mold could not be removed from those items. Given that the photographs

of mold on the Tenants' items are undated. I am also unable to determine when the mold appeared on those items. Based on the evidence, I do not find that the Tenants are entitled to compensation for damage to clothes or furniture.

26. With respect to mold in the rental unit, I am unable to determine what is in the grout shown in photograph [Doc 2765531]. While I am satisfied that mushrooms should not be growing in the grout of a kitchen counter, the Tenants presented no evidence as to how much time elapsed between cleaning the kitchen counter and when the mushroom appeared. There was no evidence as to how often did the Tenants cleaned the kitchen counter or what they used to clean it with. While damp can contribute to mold growth, the Tenants admitted that using a dehumidifier was helpful and that they could open windows. This portion of the claim is dismissed.
27. With respect to weeds, I accept the Tenants' evidence that their ability to store their bikes in the space between the rental unit and the fence was hampered by overgrown vegetation. While I am unable to determine what the plants are, I am satisfied that the Landlord did not cut back the vegetation because the text message he sent to the Tenants about replacing the fence implies, at least to me, that he would be dealing with the vegetation at that time. The Tenants stated that the fence was never replace. Therefore, I am satisfied that the overgrown vegetation was not addressed by the Landlord and that the Tenants are entitled to an abatement of rent for the Landlord's failure to eliminate the overgrown vegetation beside the unit.

Remedies

28. The tenancy commenced on March 1, 2023 and the Tenants vacated seven months later, on October 1, 2023.
29. The issue with the toilet arose on April 30, 2023 which meant that the Tenants had to deal with a leaking toilet for five months. However, as explained above, there is no evidence as to how much water was leaking from the toilet was leaking and while no doubt annoying, the Tenants were able to continue to use the bathroom. I find a rent abatement in the amount of \$250.00 (i.e. \$50 x five months) is reasonable in the circumstances.
30. The Tenants stated that the issue with the overgrown vegetation arose in the summer of 2023 which, in my view, would be in or around June 2023. Given that I am satisfied that the Landlord never removed the overgrown vegetation, I find that a rent abatement in the amount of \$200.00 (i.e. \$50 x four months) is reasonable in the circumstances
31. Although the Tenants' application requested \$3,000.00 for prescription medicine and future medical bills, the only medical documentation produced by the Tenants was the doctor's note dated October 6, 2023 [Doc 2766372]. I do not find this note of assistance, given that it is subjective, rather than objective. The Tenants did not produce copies of any prescription medicine or any other medical bills they produced. Therefore, the Tenants' request for \$3,000.00 for prescription medicine and medical bills is denied.

It is ordered that:

1. The request to review order LTB-T-083853-23 issued on April 29, 2025 is granted. The order is cancelled and cannot be enforced.
2. The Landlord shall pay the Tenants is \$497.00. This amount represents:
 - \$250.00 for a rent abatement for the leaking toilet;
 - \$200.00 for a rent abatement for the overgrown vegetation
 - \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenants the full amount owing by January 17, 2026.
4. If the Landlord does not pay the Tenants the full amount owing by January 17, 2026, the Landlord will owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Karen Gonçalves
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.