



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

Citation: Huffman v , 2026 ONLTB 2700

Date: 2026-01-13

File Number: LTB-T-054044-23-RV

In the matter of: Unit 2, 859 Upper Ottawa Street
Hamilton ON L8T3V4

Between: Abigail Grace Huffman Tenants
Kaitlin Mclean

And

RCJM Holding Inc. Landlord

Review Order

Abigail Grace Huffman and Kaitlin Mclean (the 'Tenant') applied for an order determining that RCJM Holding Inc. (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-054044-23 issued on September 10, 2024.

On October 15, 2024, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 17, 2024, interim order LTB-T-054044-23-RV-IN was issued, staying the order issued on September 10, 2024.

On January 14, 2024, interim order LTB-T-054044-23-RV-IN2 was issued, granting the Landlord's request for a review and sending the matter to be heard *de novo*.

On April 8, 2025, interim order LTB-T-054044-23-RV-IN3 was issued, adjourning the *de novo* hearing in order to permit the Tenants to amend their application to properly name the Landlord, which is RCJM Holding Inc.

On July 29, 2025, interim order LTB-T-054044-23-RV-IN4 was issued, permitting the Tenants' amendment of the name of the Landlord.

This application was heard *de novo* by videoconference on September 8, 2025.

The Landlord's agent, R. Auger, the Landlord's legal representative, F. Gomez, and the Tenants attended the hearing.

Determinations:

1. The Tenants filed their T6 application, alleging a number of maintenance issues upon moving into the rental unit on November 1, 2022. Among these were holes in the walls, a broken washing machine, an open septic tank, loose railings, holes in the brick walls, a gas leak. They alleged that they discovered a water leak as of July 4, 2023.
2. The rental unit was a basement unit in a house. The rent was \$1,800.00 per month.
3. The Tenant, A. Huffman (AH) testified that the Tenants noticed a number of issues upon moving in on November 1, 2022. She submitted into evidence a list of issues sent to the Landlord in a text on November 3, 2022. The list includes, “get a cap for floor drain in bedroom”, to fix hole in drywall, fix washing machine, fix gas leak, fill holes at side of house. These were all issues mentioned in the Tenant’s application. The Tenants did not provide evidence about an alleged gas leak.
4. AH said that the Landlord replied that he would come and fix all the issues.

Holes in Brick and Drywall:

5. AH said that one of the brick holes was fixed on November 8, 2022, and there was one left unfixed because it was related to the phone and wifi.
6. AH said that the inside drywall hole was never fixed. She submitted into evidence a photo of a square hole in the drywall at the bottom of their stairs.
7. The Landlord’s agent, R. Auger (RA), said that he had to move an electrical panel, and that left a hole in the drywall. He said that he was dealing with a lot of issues at the beginning of the tenancy, and he forgot about the hole and the Tenants never brought it up again.

Washing Machine:

8. AH said that the Landlord fixed the washing machine within two weeks of moving in.

Floor Drain in Bedroom:

9. AH said that the floor in the other Tenant’s room was connected to the septic system. She said that a pipe in the floor was uncovered and there was a bad smell in the room. AH submitted into evidence a video of a portion of the bedroom floor with a hole that appears to be a drain. The video is undated.
10. AH said that the Landlord eventually put a cap over the hole, but it did not really stop the bad smell. She said that K. Mclean (KM), the other Tenant, experienced a smell of sewage all the time.
11. RA said that the hole in the floor is a grey water drain that helps with the back up of the water tank. He said that in order to have a legal suite in the basement, a drain is required for back ups of water. He said that it is not connected to the sewage, and it is standard in

the municipality to have a drain close to the furnace room. RA said that the Tenants never complained to him about a smell.

Stair Floor Boards:

12. AH said that the Tenants mentioned to the Landlord that the stair floor boards were lifting up. There was no documentary evidence to support this. She also said that she told the Landlord about a loose railing in May 2023, but this was not in writing.

Water Leak:

13. AH said that there was a water leak in KM's room upon moving in. She said that they told the Landlord about water under the floor as soon as they moved in. She submitted into evidence a text to the Landlord about "water coming through the cracks of the floor". She said that RA's son came the next day to vacuum the water out of the floor. AH said that the water kept returning. She submitted into evidence a text from RA on November 10, 2022, in which he refers to repeated water leaks, "This could explain why you keep havin (sic) water." There were a series of texts submitted in the period of the first few weeks of the tenancy, where the Tenants repeatedly complained about water leaking through the floor, and the Landlord attempts different means of dealing with the issue.
14. AH said that the water problem was never really fixed, and RA occasionally came by to vacuum up the water. She said that the water heater was completely replaced by the end of November 2022, but there were always leaks in KM's bedroom, and they had to continually run the dehumidifier.
15. AH said that the problem became particularly bad at the end of June 2023. She submitted into evidence a text about mould in the furnace room and the floor in the living room being wet. She also submitted a photo of the furnace room with what appeared to be wet and mould on the walls.
16. AH said that the Tenants could not live in the rental unit in that condition, so they left to allow the Landlord to do the repair work. She said that the Landlord's replies showed that he was blaming them for the leaks. She submitted into evidence texts from around July 13, 2023, in which he informs them "One is your lease says if your (sic) not for (sic) home more then (sic) 7 days you have to notify me. Due to insurance etc. Ans (sic) preventing damaged (sic). Well that was not followed and it caused damage....Also says if you find a (sic) issue to notify me right away as you did when you came back to the house Ans (sic) we fix it the same day, the problem is that this was Not one (sic) day leak it was much longer but you did not know into you came home from being away a wile (sic) then you blame me for it...."
17. AH said that the Landlord had been coming over throughout the period of the lease, and the Tenants had been constantly telling him about leaks and water. She said that the Landlord never properly fixed things, and he refused to fix the latest leak properly, so the Tenants vacated the rental unit by the end of July 2023.

18. The Tenants submit that the hole in the wall was not a huge deal for them, except it did not look good. They submit that the stair flooring and railing was a safety issue. They submit that the worst problem was the continuous water leak because they had to constantly dump water out of the dehumidifier, mop and wipe the floors, and it affected their health. They also submit that the open septic hole in the floor constantly emitted a bad smell throughout the tenancy. KM said that much of her furniture was ruined, including a bed frame, a night stand and mirror, as well as clothing. They are asking for a rent abatement.
19. RA said that he vacuumed the floor when he first heard about water leaking in November 2022. He said that he eventually discovered that the root issue was a leaking water tank, and he replaced it on November 19, 2022. He said that he heard nothing further about a water leak or mould until the text exchanges in July 2023.
20. RA said that after hearing about the mould at the end of June 2023, he almost immediately went to the rental unit to deal with the mould on the drywall. He said that the affected drywall was removed by July 4, 2023. He said that he went in every day to check it, and he saw that the entire unit was empty by July 10, 2023. RA said that the Tenants never gave him a notice to terminate, and he never got the keys back from them. He said that they did not pay the rent for August 2023, and he issued an N4 notice to terminate the tenancy.
21. RA said that KM first told him she wanted to get out of the lease in March 2023. When he replied that she would need to find someone to cover her rent, he never heard from her again. RA said that when he saw the mould damage at the end of June 2023, there was no way that there could have been that much water in the walls without being noticed by the Tenants, unless there was no one present in the unit for a lengthy period of time.

Reasons and Analysis:

22. In accordance with section 20 of the *Residential Tenancies Act 2006* (the Act), 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.
23. As set out in the Landlord and Tenant Board's Interpretation Guideline 5, it is established law that it is not sufficient to establish that there was a maintenance issue. The Board must also consider whether the Landlord's response, once informed of the issue, was timely, appropriate and effective to remedy the problem. Where this is the case, the Landlord cannot be said to have been in breach of their section 20 obligation to maintain.

Holes in Wall and Washing Machine:

24. With respect to the holes in the brick, holes in the drywall and the washing machine. It is undisputed that the Landlord fixed the hole in the brick and fixed the washing machine within a week or two of being informed about it. One of the holes in the brick was for phone and wifi, and the Tenants had no serious expectation that that particular hole would be filled in. I do not find that the Landlord's response, fixing the issues within a week or two is unreasonable. Therefore, I find that his response was timely, appropriate and

effective with respect to the brick and the washing machine.

25. It is undisputed that the Landlord did not fix the hole in the drywall that he had made to move an electric panel. He said that he forgot about it in the flurry of complaints about the floor drain and leaks, and the Tenants did not mention it again. The Tenants said that the hole did not have much impact on them, except esthetically. That impact is supported by the fact that the Tenants never mentioned the issue again. Even though this issue was not fixed, I do not find that the Tenants have provided sufficient evidence to justify a remedy because of this hole in the drywall.

Stair Floor Boards or Loose Railings:

26. The Tenants did not have any documentary evidence informing the Landlord about a problem with the stair floor boards or loose railings, and RA said that he was never informed about these issues. Consequently, I do not find that the Tenants have proved, on a balance of probabilities, that the Landlord breached their maintenance obligation with respect to stair floor boards or railings.

Floor Drain:

27. It is undisputed that there was a hole in KM's bedroom floor. It is also undisputed that the Landlord covered the hole with a plug soon after the Tenants complained about it.
28. The Tenants said that there was a constant smell of sewage. RA said that the hole was not connected to the sewage pipe, nor was he ever informed about a smell. There is, in fact, no documentary evidence of the Tenants complaining about a smell. RA said that the hole was required in order to ensure that the basement suite had a back-up drain, and I find that, in the absence of any other evidence, RA's explanation is credible. There is no documentary evidence that the Tenants were bothered by a smell, only by the hole in the floor. That hole was covered up soon after the Tenants informed the Landlord about it. Therefore, I find that the Tenants have failed to prove, on a balance of probabilities, that the Landlord breached any maintenance obligation with respect to the floor drain.

Water Leaks:

29. There is undisputed evidence of water leaks through the beginning of November 2022. There was a back and forth text exchange between the parties about recurring leaks, and about trying to find the cause of the leaks. RA said that he ultimately discovered that there was a water heater issue, and he replaced it by November 19, 2022. I find that the documentary evidence supports the Landlord's evidence. There were recurring leaks that were attended to by the Landlord until the Landlord discovered that they needed to replace the water heater, which they promptly did.
30. Therefore, the Tenants failed to prove a breach of the Landlord's maintenance obligation with respect to the water leaks of November 2022.
31. All the documentary evidence suggests that the problem discovered by the Tenants at the end of June 2022, when they saw water and mould on the walls of the furnace room, was

a new and different issue than the leaks of November 2022. The Landlord submits that the problem at the end of June 2022 was only as significant as it was, requiring complete removal of drywall, because the Tenants were not present in the unit to notice it until they happened upon it at the end of June 2022. All the documentary evidence suggests that the Landlord dealt with this problem immediately, as well. He had removed all the affected drywall by July 4, 2023. Before providing the Landlord an opportunity to repair the problem, the Tenants already threatened to remove themselves from the rental unit and break the lease. RA said that all the evidence he saw when coming to repair the unit, suggested that the Tenants had vacated the rental unit and removed all their belongings by July 10, 2023, and the Tenants did not seriously dispute this. The Tenants said that they left because they feared for their health with all the mould in the unit, and because of the Landlord's failure to appropriately repair the leaks.

32. There is no documentary evidence that the Tenants left the unit because the Landlord failed to appropriately repair all the leaking issues. All the documentary evidence demonstrates that the Landlord dealt promptly with every issue that was actually reported to them. I find, rather, that the sequence of events supports RA's interpretation of events that the Tenants sought to leave the unit and terminate the tenancy, and they were not really living in the rental unit by July 2023, when they discovered a significant leakage issue as they were already moving out. They were told by the Landlord that they would legally continue to be responsible for the rent because they had not provided valid, proper notice, so they filed their application in July 2023. They did not return the keys to the Landlord, failed to give proper notice, and then they did not pay the rent in August 2023. That supports the Landlord's submission that the Tenants abandoned the unit without proper notice.
33. Based on the above circumstances, I find that the Tenants have failed to prove, on a balance of probabilities, that the Landlord breached their obligation to maintain with respect to water leaks in June and July 2023.

It is ordered that:

1. The request to review order LTB-T-054044-23 issued on September 10, 2024, has already been granted, and that order was cancelled in LTB-T-054044-23-RV-IN2 issued on January 14, 2025.
2. All previous interim orders, LTB-T-054044-23-RV-IN issued on October 17, 2024, LTB-T-054044-23-RV-IN2 issued on January 14, 2025, LTB-T-054044-23-RV-IN3 issued on April 8, 2025, and LTB-T-054044-23-RV-IN4 issued on July 29, 2025, and the original order LTB-T-054044-23 issued on September 10, 2024, are all cancelled. They are replaced by the following order.
3. The Tenants' application is dismissed.

January 13, 2026
Date Issued

Nancy Morris
 Member, Landlord and Tenant Board

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