



Order under Section 30 Residential Tenancies Act, 2006

Citation: Metcalf v Vresky, 2026 ONLTB 1210

Date: 2026-01-09

File Number: LTB-T-015699-24

In the matter of: 340 DOUGLAS ST
STRATFORD ON N5A5R3

Between: Leanne Metcalf Tenant

And

Krystyna Vresky Landlord

Leanne Metcalf (the 'Tenant') applied for an order determining that Krystyna Vresky (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 October 29, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: that the Landlord did not address the flooding issues in the rental unit in a sufficient manner and as result the Tenant incurred out-of-pocket expenses.

Tenant's Evidence

2. The Tenant testified that they moved in the rental unit on July 1, 2015. They initially rented just the upstairs but due to needing additional space in 2016 they rented the basement as well. Except for a brief period, they rented both the main and basement floors. The Tenant testified that they moved out of the rental unit on September 1, 2023.
3. The Tenant testified that there was a history of flooding in the basement starting with a flood in July 2016 and that flooding occurred numerous times during their tenancy. The Tenant testified that they made the Landlord aware of the flooding as well as other maintenance issues during their tenancy but the Landlord failed to do meaningful repairs and the issues persisted.

4. The Tenant provided emails they sent to the Landlord from 2016 to 2023 including on July 15, 2016, November 28, 2022 and May 28, 2023 about maintenance issues including flooding in the basement, flooding in the backyard, plumbing issues and water draining into the basement ceiling from the bathtub's overflow. The Tenant testified that the Landlord did not address them.
5. The Tenant testified to an email from June 2023 where the Tenant made the Landlord aware of everything that still needed to be fixed including discussing that their belongings needed to be replaced due to repeat flooding in the basement.
6. The Tenant testified to an email dated July 24, 2023 where they notified the Landlord that when the Tenant was away in the June-July period there had been two rain storms and the basement flooded again. They stated "the floors are a mess dirt washed up everywhere, there is mold and mildew on my belongings AGAIN. We had to move our bedroom and my office upstairs as it is not feasible to use the basement as a living space now". The email went on to note "This has continued to happen since we moved in 8 years ago. Your fixes are obvious not working". The Tenant's email noted "we need to have floors/mold cleaned, my personal items that have been ruined again that had to be thrown out replaced (my grandmother's dining set and hope chest potentially refinished/cleaned) and washer fixed".
7. In the conclusion of that email, the Tenant stated "as we are moving out on the 1st of Sept anyway you might as well wait to repair that till we are gone. There will be many upgrades required that have been neglected despite requests".
8. The Tenant testified to a further email exchange with the Landlord on July 26, 2023 which confirmed "we gave our notice for Sept 1. We are moving out on Sept 1st".
9. The Tenant provided as evidence pictures they took of damaged items in the basement.

Landlord's Evidence

10. The Landlord questioned the extent of the flooding in the June -July 2023 period and the losses incurred by the Tenant as under cross-examination the Tenant testified that that there was around a few inches of water but did not provide any photographic evidence showing the actual flooding.
11. The Landlord testified that the Tenant had decided to move out in May 2023 prior to the flooding and therefore the Landlord should not have to pay for the Tenant's moving costs. They also questioned the legitimacy of the moving costs given no receipts were provided.

Analysis

12. 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.

13. In the case before me the Tenant provided extensive evidence of water related issues in the rental unit starting within a year of them moving in and continuing for the entire lease. It is clear from the e-mail evidence that the Landlord was aware of the flooding issues. Further the Landlord did not refute that there had been prior flooding when they provided their evidence.
14. The Landlord did not provide any evidence about what repairs they did to address the flooding issues in the rental unit although in the Tenant's email of July 24, 2023 they acknowledged that the Landlord had done some fixes but concluded that they had not worked. The fact that floods occurred on a regular basis as a result of heavy rainfall is further proof that the Landlord's repairs were not sufficient.
15. While the Landlord has denied that there was a flooding in the rental unit in June-July 2023, I am satisfied based on the Tenant's oral evidence and the documents provided including the email from July 24, 2023 that heavy rain flooding did occur in the basement of the rental unit. Given the Landlord's lack of evidence about any steps he took in response to the Tenant's long-standing and repeated complaints about flooding in the rental unit, I find that the Landlord's response to this persistent issue was unreasonable in the circumstances.
16. I therefore find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to maintain the rental unit in a good state of repair as they did not make reasonable efforts to address the ongoing issue of flooding in the unit.

Remedies

17. The Tenant claimed that as a result of the Landlord's breach they incurred out-of-pocket expenses to clean, repair or replace their great grandmother's 11 piece antique dining set, their clothes and other art/collectibles, which were damaged by mold and mildew from the flooding.
18. The Tenant testified that their antique dinning room set was sitting in water and damaged and needed to be thrown out. Clothing and other personal items had mold or mildew and needed to be disposed of.
19. The Tenant testified that they had not replaced the dinning room set but did provide evidence of a comparable used dinning room set of a table and chairs on Wayfair for \$2,375.00. The Tenant testified that a new one would be over \$8,000.00
20. The Tenant testified that the cost of replacing clothing and personal items was \$1,200.00 and cleaning costs were \$2,780.00.
21. The Tenant testified that they did not have receipts for their moving costs but estimated it as \$3,600.00
22. The Tenant testified that they did not have any Tenant's insurance so were not reimbursed for any of these losses.

23. The Landlord questioned why the Tenant had not repaired or replaced the items that they claiming as out-of-pocket expenses and why the Tenant did not provide receipts for items they had replaced.
24. The Landlord questioned the legitimacy of the moving costs given no receipts were provided.
25. Having heard the oral evidence and reviewed the documents provided, while I am satisfied that flood caused damage to the Tenant's property, I am not satisfied that the Tenant incurred or will incur out-of-pocket costs to repair or replace damaged goods since they did not provide specific receipts for any items that were replaced and have not provided evidence that they intend to replace or repair the damaged items.
26. Specifically, for the dining room set, while they did provide a posting for a comparable used table and chairs for sale they had not replace it or provided any evidences that intended to replacing it.
27. Despite the lack of specific receipts, I am satisfied that Tenant needed to replaced clothing and other personal effects that were damaged in the flood, Since I was not provided any receipts or an itemized listing of what was replaced or needed to be replaced, I have concluded that a reasonable replacement value is \$600.00 to cover these costs given the photographic evidence provided.
28. With the moving costs, I am not satisfied on a balance that the Tenant moved out specifically because of the flooding in June-July 2023.
29. Based on the email of July 23, 2023, the Tenant had already provided that Landlord notice that they intended to move out on September 1, 2023. This notice predated the June-July 2023 flood. While the Tenant's decision might have been related to the maintenance issue with the rental unit, the exact nexus is unclear. Therefore, I cannot find that the Tenant moved out of the rental unit and/or was required to move out of the rental unit as a result of the Landlord's breach of their maintenance obligations in relation to the flooding.
30. Further even had I decided that moving expenses were appropriate, I was not provided any actual receipts of the expenses incurred so was not satisfied they incurred out of pocket expenses.

It is ordered that:

1. The Landlord shall pay the Tenant is \$648.00. This amount represents:
 - \$600.00 related to out-of-pocket expenses that the Tenant has incurred or will incur.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 20, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 20, 2026, the Landlord will owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 9, 2026

Date Issued

Stephen Rotstein

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.