



Order under Section 31 Residential Tenancies Act, 2006

Citation: Kumar v 2541063 Ontario Limited, 2026 ONLTB 4830

Date: 2026-01-19

File Number: LTB-T-020781-22

In the matter of: 245 Detroit Street
Windsor ON N9C2P2

Between: Siddarth Kumar Tenant

And

2541063 Ontario Limited Landlord

Siddarth Kumar (the 'Tenant') applied for an order determining that 2541063 Ontario Limited (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

The Tenant also applied for an order determining that 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 8, 2024 and on August 11, 2025.

The LTB issued Interim Order LTB-T-020781-22-IN on June 17, 2024, and Interim Order LTB-T-020781-22-IN2 on October 15, 2024.

The Tenant's Legal Representatives Georgi Gardner, Duncan Dagley, and Lilian Bahgat attended the hearings.

The Landlord's Agent Yelong Li attended the hearings.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay compensation to the Tenant.

Background

2. The residential complex is a dormitory style residential complex. The occupants share communal kitchen, washrooms and laundry facilities.
3. The Landlord purchased the building in January 2021.
4. The Tenant had been a resident in the building since 2015. The Tenant vacated on June 15, 2021.
5. The City of Windsor issued an "Order to Comply Unsafe Building" on July 5, 2021, (See DOC-4102649. Page 2)
6. The City of Windsor issued an "Order Prohibiting Occupancy" on July 15, 2021, deeming the residential complex unsafe for occupancy. (See DOC-4102649. Page 2)
7. The City of Windsor issued an "Order to Comply Unsafe Building" on August 6, 2021, to ensure the building is secured in a manner to reasonably prevent unauthorized access. (See DOC-4102649. Page 3)
8. The City of Windsor Fire Department had issued a number of "Inspection Orders" in relation to fire safety in the building. (See DOC-857494 pages 20-30). The files were ultimately closed after the City of Windsor issued the order prohibiting occupancy and the Landlord indicated they intended to demolish and redevelop the site.

Siddarth Kumar Testimony

9. The Tenant was paying \$400.00 per month in their last year of occupancy.
10. They described the conditions in the residential complex as unlivable. Other Tenants and occupants were banging on their door and windows day and night and that aggravated their injuries. The conditions were described as dirty and unusable. They stated that the kitchen was unusable because pipes had been cut and it was not clean; the laundry facilities were not working and the washrooms unusable. There were pipes removed and water was disconnected. They stated that the conditions had been like this for at least 6 months. (See photos in DOC-857494 pages 15-18, and in DOC-4102649 at pages 4-5)
11. They also stated that people would come and go, that there was no security in the building.
12. They stated that the Landlord had an office in the building, and they would complain to the Landlord whenever someone was present.
13. They stated they moved into a motel on June 15, 2021.
14. They stated that the banging affected their sleep and mental health. They stated they did not feel safe in the building, that often police and other emergency services were in the building for issues with the other tenants and occupants.

Jerimiah Davies Testimony

15. Jerimiah Davies adopted their will-say statement found at DOC-6173354. In the statement they stated that they were a contractor and consultant engaged by the Landlord brought on to assist with property management and to oversee repairs and operations issues.
16. The statement sets out that shortly after the Landlord took over the building that there was a repaid and serious escalation in vandalism and property damage caused by some of the Tenants. The office had been broken into and the security system vandalized that significantly reduced their ability to monitor and manage activities in the building. They state that copper piping had been cut out and removed leading to temporary water shut off while emergency repairs were completed. The situation worsened when tenants gained access to the mechanical and utility rooms and they began to cut water lines and infrastructure systems, including cutting a gas line.
17. They state that the situation made the building unmanageable and unsafe to continue to operate.
18. In cross-examination, they stated that they had been involved in the due diligence review prior to the Landlord purchasing the building. They agreed that the building likely was in need of repairs at the time of purchase. They stated that the building was unmanageable due to the tenancies and not the maintenance.
19. They stated that they did not believe that a building needs to have 24-hour security. They stated that the owners had looked into security however they determined it was too expensive.
20. They confirmed that the damage to copper pipes, infrastructure and gas lines were not repaired. They stated that they could not fix issues fast enough to keep things operational.

Closing Submissions

21. The Tenant submitted that prior to this Landlord they had been residing in the building with no issues. The unit became unfit once the kitchen, bathroom and laundry were rendered unusable. The Tenant was unable to use their unit and this affected their health and recovery.
22. The Landlord agreed they were responsible to take care of the residence, and agreed they were at fault. They could not afford security for the building and agreed they received an order to repair before the order for unsafe occupancy.

Analysis

23. The Landlord failed to maintain this building. They did not provide security to prevent unauthorized entry or damages. In a very short period from January to July 2021, this building deteriorated so rapidly that the City had to step in to shut it down. The Landlord was aware of the issues as early as the first Fire Department inspection report issued on February 11, 2021, and yet they appeared not to take any steps to secure the building and prevent the escalation in damages. In my view they appeared to adopt the position that it was better to let the building be destroyed by the tenants and occupants and let the city shut it down to avoid formal eviction proceedings under the RTA to remove the troublesome tenants that were allegedly causing the problems.

24. I am satisfied that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant by failing to provide adequate security and failing to maintain the building.
25. I also find that the Landlord failed to meet the Landlord obligations under subsection 20(1) of the Act to repair or maintain the rental unit or residential complex and failed to comply with maintenance standards.
26. 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.
27. The Landlord in my view simply let the building get damaged to the point that the city was compelled to close it as an unsafe building.

Remedies

28. The Tenant requested a rent abatement of \$800.00, equivalent to two months rent for May and June 23021.
29. I have considered the condition of the building at that point likely made it unsafe for the Tenant, uninhabitable in that the kitchen, washrooms and laundry facilities by then were inoperative. As a result, I am satisfied that the amount claimed is reasonable in all the circumstances and shall be ordered.
30. The Tenant has claimed out-of-pocket expenses in the amount of \$6,092.21 because of the Landlord actions. These are for hotel, moving, food and taxi expenses.
31. I am not satisfied that all of the taxi fares claimed are reasonable. Once the Tenant vacated, beyond packing and moving there would have been no reasons to return to the building. The Tenant did state that they could not take everything at once to explain why there were multiple trips.
32. The moving expenses were in relation to moving into a rental unit on July 21, 2021, from the motel.
33. The Tenant also explained that they could not cook in the motel and often had to dine out.
34. I am satisfied that in all the circumstances that an amount of \$5,000.00 for out-of-pocket expenses are reasonable.
35. The Landlord must pay the Tenant \$5,000.00 for out-of-pocket expenses.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$5,800.00. This amount represents:
 - \$800.00 for a rent abatement.

- \$5,000.00 for the reasonable out-of-pocket expenses the Tenant has incurred.
2. The Landlord shall pay the Tenant the full amount owing by August 29, 2025.
 3. If the Landlord does not pay the Tenant the full amount owing by August 29, 2025, the Landlord will owe interest. This will be simple interest calculated from August 30, 2025, at 4.00% annually on the balance outstanding.

January 19, 2026
Date Issued

Robert Patchett
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.