



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-087573-25
LTB-T-085854-25

In the matter of: Basement unit, 94 CASTLEHILL RD
BRAMPTON ON L6X4C7

Between: Johnny Joseph Landlord

And

Rahuldeep Bedi Tenants
Priya Bedi

LTB-L-087573-25

Johnny Joseph (the 'Landlord') applied for an order to terminate the tenancy and evict Rahuldeep Bedi and Priya Bedi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes. **L1 Application**

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The Tenants 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. **T6 Application**

The Tenants also applied for an order determining that the Landlord entered the rental unit illegally, substantially interfered with their reasonable enjoyment of the rental unit or residential complex, harassed, obstructed, coerced, threatened or interfered with them, and withheld or interfered with their vital services. **T2 Application**

These applications were heard by videoconference on January 8, 2026 and January 14, 2026. The Landlord, the Landlord's representative, Rama Gavisetty, and the Tenants attended the hearings. The Tenants met with Duty Counsel prior to the commencement of the hearing.

Determinations:

L1 Application

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: $\$1,700.00 \times 12$, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$10,200.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,700.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$27.68 is owing to the Tenants for the period from April 1, 2025 to January 8, 2026.

T6 Application

10. The Tenants allege that the Landlord breached subsection 20(1) of the Act with respect to the following:
 - Floor
 - Shower
 - Toilet
 - Oven
 - Kitchen ventilation
 - Washing machine
 - Mold and water damage
 - Pests and bed bugs
11. Subsection 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.

12. Subsection 20(1) does not contain an element of fault. The reasons for a landlord's breach of subsection 20(1) are not relevant. Regardless of the reasons why a landlord is unable to provide a rental unit in a good state of repair and fit for habitation, if they are unable to do so, they are in breach of their obligation under the Act.
13. In *Onyskiw v. CJM Property Management Ltd.* 2016 ONCA 477 (CanLII), the Court of Appeal rejected the idea that any service interruption amounts to an automatic breach of the Act. Instead, the Court urged the Board to make a "contextual analysis" in each case, looking at all the facts before finding that a landlord breached the Act. As part of this analysis, the Court directed the Board to look at the essential nature of a tenant's complaints and what steps, if any, were taken by the landlord.
14. Subsection 30(2) of the Act states: "In determining the remedy under this section, the Board shall consider whether the tenant or former tenant advised the landlord of the alleged breaches before applying to the Board." This section of the Act was intended to reflect the case law in the area that basically states that if a landlord does not know about a particular disrepair problem, then the landlord cannot and should not be held financially liable for failing to address it.
15. Additionally, in accordance with section 16 of the Act, when a landlord becomes liable to pay any amount because of a breach of subsection 20(1), the tenant has a duty to take reasonable steps to minimize the loss.
16. In determining whether the Landlord has breached his obligation to repair and maintain, the Board must first consider whether a maintenance or repair issue existed. The Board must then consider whether the Landlord was informed of the issue or should reasonably have been aware of the issue and whether the steps taken by the Landlord to address the issue were reasonable in the circumstances.

Floor

17. The rental unit is a two-bedroom apartment located in the basement of a single-family home. The upper level is occupied by other tenants. The tenancy commenced on April 1, 2025.
18. It was the evidence of the Tenants that the tile flooring is damaged in the living area and in the bedrooms. The Tenants described the damaged as lifting, separating and cracking of tiles. The Landlord does not deny there is damage but described the damage as minor as of the date he inspected the rental unit on November 17, 2025. He believes that any significant damage was caused by the Tenants.
19. Both parties relied on photographs to support their positions. The Tenants presented several close-up photographs of the flooring showing gaps and cracks in between and on tiles. The Landlord relied on photographs from a rental listing. The Landlord's photographs show the entire room and do not provide a close-up picture of the floor. Despite this, gaps in the tile could be observed in the Landlord's photographs. Based on the Landlord's photographs, it is clear gaps in the tile pre-dated the tenancy. The Landlord

did not present any compelling evidence to support his claim that the extensive damage to the flooring was caused by the Tenants.

20. The City of Brampton Property Standards By-law Section 31 provides the requirements for interior floors. Subsection 31.1 reads as follows:

31.1 Every floor shall be smooth and maintained so as to be free from all loose, warped, protruding, broken, or rotted boards that may create a Hazard or unsanitary condition.

21. I am satisfied the floor in the rental unit fails to meet the requirements of subsection 31.1. Accordingly, I am satisfied the floor is in a state of disrepair.

22. The Landlord disputes the Tenants' claim that they verbally reported issues with the floor in May 2025. He submits that the first he learned of the issue is when the Tenants filed their application on October 17, 2025. I am of the view that the Landlord knew or ought to have known that there was damage to the floor prior to April 1, 2025. The previous tenant vacated the rental unit on March 15, 2025, two weeks before the Tenants moved into the rental unit. Had the Landlord conducted a proper inspection of the rental unit between the tenancies, the Landlord would have observed damage to the floor.

23. The only repairs the Landlord has conducted on the floor was to replace a transitional piece on November 21, 2025. I find this to be unreasonable. I am satisfied the Landlord breached his obligations under subsection 20(1) of the Act with respect to the floor.

Shower and toilet

24. There was no dispute that there is a leak between the shower head and the wall. I am satisfied the shower head leak constitutes a disrepair issue.

25. The Tenants testified that they reported the issue to the Landlord when the Landlord visited the rental unit on April 3, 2025. The leak was repaired on November 21, 2025.

26. The Landlord denies the Tenants reported the issue on April 3, 2025 and submits that he first became aware of the issue when he received the Tenants' application at the end of October 2025. As explained above, there were two weeks between the occupancies of the former tenant and the Tenants. In my view, the leak would have been apparent to the Landlord had he conducted an inspection of the rental unit. It is clear to me that the Landlord either failed to inspect the unit between occupancies or had a blatant disregard to the maintenance issues. I find the Landlord knew or ought to have known about the leak on April 1, 2025.

27. With respect to the toilet, I am not convinced the toilet was in a state of disrepair. The Tenants described the toilet clogging two or three times. Toilets can clog for various reasons. The Tenants failed to sufficiently establish that the clogs were the result of a maintenance issue. Regardless, the Tenants confirm that any issues with the toilet have resolved.

Oven and kitchen ventilation

28. I find there is insufficient evidence to establish the oven was in a state of disrepair. The Tenants indicated that when they moved in, they found that one of the burners was not working. The Tenants acknowledged that the inspection conducted by the Landlord revealed the burner was working. There were no further reports to the Landlord of any ongoing issue.
29. The Tenants testified that they reported to the Landlord that there seem to be an issue with the kitchen ventilation as the unit fills with smoke when they cook. The Tenants reported this verbally to the Landlord's wife sometime in April or May 2025. According to the Tenants, the Landlord's wife explained that a part likely needed to be replaced and that she would order the part. The Tenants acknowledge that the Landlord provided them with the part in May 2025.
30. The Landlord testified that they Tenants were provided with a new filter to address the issue. He stated that he only learned the Tenants were complaining of ongoing issues when he received their application. He installed a new hood and separate vent on November 21, 2025.
31. I am satisfied that the steps the Landlord took to address the disrepair issue with the ventilation was reasonable and appropriate in the circumstances. The Tenants do not dispute that they did not report ongoing issues to the Landlord. The Landlord cannot be held liable for issues not reported to him. Accordingly, this portion of the Tenants' claim is dismissed.

Washing machine

32. It was the evidence of the Tenants that the washing machine did not properly wash their clothes. They reported their concerns verbally to the Landlord on May 17, 2025 and the Landlord had the machine cleaned. The Tenants indicated that the issues persisted, and they sent a photograph of their dirty clothes to the Landlord on August 26, 2025 but no further action was taken.
33. The Landlord testified that he discovered the issue was with the settings the Tenants used on the machine. He explained the settings to the Tenants and how to properly operate the machine. He acknowledges the Tenants showed him some stains on clothes in August 2025 but does not believe there is a maintenance issue with the machine.
34. As the applicant, the onus is on the Tenants to prove their claim. I do not find that photographs of soiled clothing establish the washing machine is in a state of disrepair. I am not convinced the washing machine is in a state of disrepair. This portion of the Tenants' claim is dismissed.

Mold and water damage

35. Based on the evidence before me, I am satisfied the Landlord breached his obligations under subsection 20(1) with respect to mould and water damage.
36. Section 26 of the City of Brampton Property Standards By-law speaks to cleanliness and mould in a rental unit. Subsections 26.4, 26.6, and 26.7 read as follows:
- 26.4 Every Building shall be kept free from visible mould and, or mildew.
- 26.6 All interior floors, ceilings, and walls shall be kept free from dampness caused by the entrance of moisture through an exterior wall, window, roof, Cellar, Basement, or Crawl Space.
- 26.7 All damages or defects within a Building or part thereof that may cause water damage or mould growth shall be repaired.
37. Photographs presented by the Tenants establish visible mould and/or mildew on a window in the living room. The photographs also establish significant water damage on the bottom of the furnace room wall and gaps in the flooring at the bedroom door allowing dirt and water to enter the unit. It was the evidence of the Tenants that they reported these issues to the Landlord when he and his wife attended to address the washing machine.
38. Subsection 26.1 provides that every dwelling shall be delivered in a clean and sanitary condition at the time of initial occupancy. I am not convinced the Landlord met this requirement.
39. It does not appear the Landlord conducted an adequate inspection between the occupancy of the former tenants and the initial occupancy of the Tenants. Had the Landlord inspected the rental unit, he would have observed the mould and water damage throughout the rental unit.
40. It is undisputed that the Landlord addressed the surface mould on the living window on November 21, 2025. With respect to the furnace room wall, the Landlord painted the affected area on November 21, 2025. I do not find that the repairs made to the furnace room wall is adequate. I say this because evidence establishes that water damage and rot have affected the other side of the wall near the Tenants' bedroom. The Landlord also did not address the issue with the bedroom floor/door.

Pests and bed bugs

41. The Tenants testified that they found bugs in the rental unit immediately upon moving in. Tenant Priya Bedi ('PB') explained that she did not know what kind of bugs these were but reported the issues to the Landlord's wife. The Landlord's wife initially denied there was an issue but eventually provided the Tenants with bug spray when they continued to complain.

42. The issues with the bugs continued and PB continued to report the issues, but the Landlord took no action. On August 7, 2025, the Tenants sent photographs of the bugs to the Landlord's wife. The Landlord finally arranged for pest control on August 16, 2025.
43. Evidence presented by the Landlord indicates the pest control technician found bedbug activity in bedrooms in the upper rental unit but no activity was noted in the rental unit.
44. The Tenants acknowledged that the Landlord tried to arrange for follow-up treatment. The Tenants explained that because they have two young children, it was difficult for them to be out of the rental unit for an extended period, which was required for the treatment. Follow-up treatment was conducted on January 9, 2026. There is no indication that the pest issue continued after this time.
45. Based on the evidence before me, I am not satisfied the Landlord breached his obligations under subsection 20(1). The inspection report from the pest control technician indicated there were no bedbugs in the rental unit as of August 16, 2025. The Landlord initially addressed the Tenants' complaints by providing them with bug spray, which I find to be reasonable. When the Tenants continued to complaint, the Landlord arranged for professional pest control treatment. I find the Landlord took reasonable and adequate steps to address the Tenants' concerns.

Remedies

46. As noted above, I find the Landlord breached his obligations under subsection 20(1) with respect to the floor, shower, mould, and water damage. In connection to these issues, the Tenants seek a rent abatement and an order that the Landlord make necessary repairs.
47. The Landlord indicated at the hearing that he was prepared to make any necessary repairs. The shower has been repaired as has the mould on the window. Given this, the Landlord shall be ordered to make repairs to the floor and to address any mold/mildew, water damage and/or rot to the walls throughout the rental unit. The Landlord shall also be ordered to repair the gap under the bedroom door to prevent outside elements from entering the rental unit.
48. Abatement is a contractual remedy. It reflects the idea that rent is for a bundle of goods and services and if a tenant is not receiving everything he or she is entitled to then the tenant is entitled to abatement proportional to the difference. Assessing quantum is something of an art and will vary based on several factors including the nature of the problem, the length of time or frequency of the breach, and the impact on the Tenants.
49. The Tenants placed area rugs over damaged areas on the floor. While the disrepair issue has been an inconvenience, there is no evidence suggesting the Tenants or their children have been significantly impacted. Taking into consideration the disrepair issue has been ongoing since April 1, 2025 and cosmetic in nature, I believe a 2% abatement is appropriate given there is minimal disruption to the Tenants' ability to normally reside in the rental unit. Accordingly, the Landlord shall be ordered to pay the Tenants \$340.00 in a

rent abatement for the damaged floor. This is calculated as follows: $\$1,700.00/\text{month} \times .02 = \$34.00/\text{month} \times 10 \text{ months (April 1, 2025 to January 31, 2026)} = \340.00 .

50. The Tenants did not provide any evidence as to the specific impact the shower leak has had upon them. I believe any impact would be minor and likely was more of an annoyance than anything. The shower was repaired on November 21, 2025. I find a lump sum abatement of \$50.00 is reasonable and appropriate given there was a minimal disruption to the Tenants and the issue was repaired within a few months.
51. Finally, I have considered an appropriate rent abatement for the mould and water damage. In their application, the Tenants state that the mould and water damage has made them sick. The Tenants, however, have not presented any evidence to support a finding that mould or mildew caused by water damage has resulted in physical illness to them or their children. There were also no submissions made by the Tenants as to specific impacts. I do accept, however, that the disrepair issue from the water damage has had some disruption on the Tenants' ability to normally reside in the rental unit.
52. The Landlord addressed the issue of mould on the window on November 21, 2025. The Landlord's repair to the mould and rotting window on the furnace/bedroom wall was inadequate and the Landlord has yet to address the issue with the gap at the bottom of the bedroom door. I find a 10% rent abatement is reasonable and appropriate. Accordingly, the Landlord shall be ordered to pay the Tenants \$1,700.00. This is calculated as follows: $\$1,700 \times .10 = \$170 \times 10 \text{ months} = \$1,700.00$
53. The total amount the Landlord is ordered to pay the Tenants under the T6 Application is \$2,090.00.

T2 Application

54. The Tenants allege that the Landlord entered the rental unit illegally on multiple occasions. According to the Tenants, the Landlord attended to the private area outside their front door and the furnace/laundry room without written notice. For the reasons that follow, this portion of the Tenants' application is dismissed.
55. The washing machine and dryer are located at the rear of the furnace room. This room can be accessed by a door from the rental unit and another door. The furnace room houses the furnace and breakers to the entire residential complex. Any entry the Landlord made to this area was through the secondary door and not via the rental unit. The Tenants may have had use to the laundry room, but there is insufficient evidence to conclude that the furnace/laundry room was part of the rental unit. I am satisfied this area was a common area to which the Landlord was not obligated to provide notice of entry.
56. With respect to the area outside the door to the rental unit, I am also not convinced this is a part of the rental unit to which the Landlord was obligated to provide notice of entry. The area is an enclosed area under the deck to the main upper unit and is used for common storage.

57. The Tenants also allege that the Landlord substantially interfered with their reasonable enjoyment of the rental unit by installing a surveillance camera on the exterior of the residential complex.
58. I considered the evidence of the parties, which included photographs of the camera. The camera was installed on top of a window on the upper level of the residential complex. It appears the camera is pointed towards the upper deck of the complex, the back yard, and the exterior doors. I am not convinced the camera was installed to harass the Tenants or that the camera was an invasion of their privacy. The Landlord, however, removed the camera following the Tenants complaints.
59. Finally, the Tenants allege that the Landlord withheld or interfered with their vital services. In this case, the Tenants indicate that they had no heat in September 2025 and that the Landlord only turned the heat on in October 2025.
60. The Tenants presented no evidence that the Landlord intentionally withheld the heat. There is also no evidence before me that the Landlord interfered with the heat. The Tenants acknowledge that they did not specifically ask the Landlord to turn on the heat.
61. The T2 Application is dismissed.
62. The Tenants have incurred costs of \$48.00 for filing their application with the Board. The Tenants are entitled to reimbursement of these costs given they were partially successfully on their claim.
63. The total amount the Landlord shall be ordered to pay the Tenants is \$2,138.00. This amount shall be applied against the amount the Tenants owe the Landlord under the L1 Application.

Section 83 considerations

64. The Tenants have requested that I exercise my discretion by granting them relief from eviction.
65. The Tenants have resided in the rental unit since April 1, 2025 with their 3 year old and 1 year old children. The Tenants acknowledge that they have made no payments to the Landlord since July 2025. Tenant Rahuldeep Bedi ('RB') testified that he lost his job on September 16, 2025. He currently works casually early approximately \$1,500.00 a month. The Tenants also receive \$1,200.00 a month from Canada Child Benefits. RB proposed paying the Landlord \$200 to \$300 a month on top of the monthly rent.
66. The Landlord testified that he is struggling financially. He stated that his credit cards and line of credit have been exhausted and that he does not have enough money to continue. He has had to borrow from the bank to make ends meet. The Landlord indicated that he could allow the Tenants to pay the arrears in three installments but that their proposed payment plan would be too financially difficult for him.

67. The Tenants proposal would result in a payment plan of anywhere between 2.5 to 3.5 years. I believe the duration of this plan would be extremely unfair to the Landlord. I question the credibility of RB's statement that he could obtain money from his parents if needed. In my view, RB would have requested money from his parents prior to the hearing if this was in fact a viable option.
68. RB presented no evidence to support his claim that he earns approximately \$1,500.00 a month. He also did not present any evidence to support the claim that he is employed, albeit casually. The Tenants indicated that they would pay the Landlord \$1,700.00 on January 16, 2026, and that they could borrow money from their parents.
69. I share the Landlord's concerns that this is not a viable tenancy and that the Tenants simply cannot afford to remain in the rental unit. Despite this concern, I feel it is appropriate to give the Tenants an opportunity to preserve their tenancy by paying the arrears with a three-month installment plan. As the Tenants indicated they would pay the Landlord \$1,700.00 on January 16, 2026, I have made the first payment deadline January 31, 2026 for this amount.

It is ordered that:

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1. The Landlord shall pay the Tenants a rent abatement of \$2,090.00 for the floor, shower, and mould/water damage.
2. The Landlord shall pay the Tenants \$48.00 for the application filing fee.
3. The total amount the Landlord owes the Tenants is \$2,138.00. This amount shall be applied against the amount the Tenants owe the Landlord under the L1 Application.
4. The Landlord shall ensure that every floor in the rental unit is smooth and maintained so as to be free from all loose, warped, protruding, broken, or rotted boards that may create a hazard or unsanitary condition. If the repairs to the floor are not completed by February 28, 2026, the Tenants shall be entitled to deduct \$34.00 from the rent due March 1, 2026, and each month thereafter until the repairs are complete.
5. The Landlord shall ensure that all interior floors, ceiling, and walls shall be kept free from dampness caused by the entrance of moisture through an exterior wall, window, roof, cellar, basement, or crawl space. The Landlord shall also ensure that all damages or defects that may cause water damage or mould growth shall be repaired. If the repairs are not completed by February 28, 2026, the Tenants shall be entitled to deduct \$170.00 from the rent due March 1, 2026 and each month thereafter until the repairs are complete.

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1. The total amount the Tenants owe the Landlord in arrears and costs to January 31, 2026 is \$10,386.00.
2. The amount the Landlord owes the Tenants as noted above is \$2,138.00. this amount shall be applied towards the amount the Tenants owe the Landlord bringing the total amount owing by the Tenants to \$8,248.00.
3. The Landlord's application to terminate the tenancy and evict the Tenants is denied, subject to the condition that the Tenants pay to the Landlord \$8,248.00, as follows:
 - a) On or before January 31, 2026, the Tenants shall pay \$1,700.00.
 - b) On or before February 20, 2026, the Tenants shall pay \$2,182.67.
 - c) On or before March 20, 2026, the Tenants shall pay \$2,182.67.
 - d) On or before April 20, 2026, the Tenants shall pay \$2,182.66.
4. For three consecutive months, starting February 2026 through to and including April 2026, the Tenants shall pay the Landlord the lawful monthly rent on or before the 1st day of each month.
5. If the Tenants fail to make any one of the payments in accordance with paragraphs 3 and 4 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, and within 30 days of any breach of the order, apply to the Board pursuant to section 78 of the *Residential Tenancies Act, 2006* for an order terminating the tenancy and evicting the Tenants and requiring that the Tenant pays any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 27, 2026
Date Issued

Dawn Sullivan
Vice Chair, 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.