



Order under Section 30 Residential Tenancies Act, 2006

Citation: Potter v Brant, 2026 ONLTB 9157

Date: 2026-01-26

File Number: LTB-T-077521-23

In the matter of: 475 SUNNYSIDE AVE
OTTAWA ON K1S0S8

Between: Kyle Potter Tenant

And

Richard Brant Landlord

Kyle Potter (the 'Tenant') applied for an order determining that Richard Brant (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 January 21, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Procedural History

1. This application was previously resolved by an order issued June 16, 2025. Following a review, the application was ordered to be heard afresh. The hearing took place on January 21, 2026.
2. As explained below, the Tenant proved on a balance of probabilities the allegations contained in the application. Therefore, the Landlord must pay the Tenant

T6 Application

3. The Tenant alleges that the Landlord failed to maintain the rental unit in a state fit for habitation due to repeated flooding of the Tenant's basement bedroom during the summer of 2023.
4. The Tenant seeks a 100% rent abatement for his share of the rent from July 1, 2023, until the end of the tenancy on April 30, 2024.

5. The Landlord disputes the claim and submits that the flooding was caused by extraordinary weather events, that a permanent repair was completed on October 24, 2023, and that the Tenant failed to mitigate by choosing not to return to the unit after repairs were completed.

Background

6. The Tenant was part of a joint tenancy for the entire house and occupied a basement bedroom.
7. The Tenant's bedroom flooded on three occasions: July 1, July 28, and August 10, 2023. Photographs and text messages submitted into evidence confirm the presence of water and damp conditions.
8. The Tenant's bedroom flooded on three occasions July 1, July 28, and August 10, 2023. Photographs and text messages provided to the Board confirm the presence of water and damp conditions.
9. The flooding resulted in wet flooring, damp personal belongings, and a persistent musty smell in the basement. The Tenant repeatedly notified the Landlord and requested professional assessment and remediation. The Landlord did not provide a clear plan to address the issue until September 2023.
10. The Landlord ultimately retained a plumber who installed a sump pump and drainage system. This work was completed on October 24, 2023. The Tenant was notified on October 27, 2023, that the repairs were complete and that he could return to the unit. The Tenant did not return but continued to pay his share of the rent.

Analysis

11. Section 20 of the *Residential Tenancies Act, 2006* requires a landlord to maintain a rental unit in a good state of repair and fit for habitation, regardless of the cause of disrepair.
12. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the Board 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. The Landlord did not deny that flooding occurred. He submitted that the flooding resulted from extraordinary rainfall affecting much of the City of Ottawa. While I accept that the weather events were severe, this does not relieve the Landlord of the obligation to take timely and reasonable steps to investigate and address the issues.
14. In this case the first reported flood was July 1, 2023. The Landlord testified that he consulted people, scoped the weeping tile and eventually retained a plumber. However, no work orders, invoices, inspection reports, or written records showing any investigation or remedial steps taken after the first flooding on July 1, 2023, were entered into evidence.

15. The first documented, evidence of an actual response is the October 24, 2023, plumbing work. Given the circumstances, I find the Landlord did very little over the course of time, and only early in September 2023 did the Landlord try and make it look as though he had taken the Tenant's complaints seriously.
16. I find the Landlord's response to three floods in the rental unit to be unreasonable. Therefore, the Landlord is in breach of the obligations under section 20 of the Act with respect to the flooding.

Remedies

17. The Tenant removed his belongings, avoided occupying the flooded bedroom, and stayed with family. Given the repeated flooding, lack of timely remediation, and unresolved concerns regarding moisture and mold, I find the Tenant's decision to vacate the bedroom during this period to be reasonable.
18. On a balance of probabilities, I find that the Tenant could not reasonably have been expected to occupy his bedroom from July 1, 2023, until the repairs were completed. The Tenant's request for a 100% rent abatement from July 1, 2023, to October 24, 2023, is therefore granted.
19. The Tenant's share of the rent was \$690.00 per month. A 100% rent abatement for the period July 1, 2023, to October 24, 2023, totals \$2,630.88.
20. I do not find the Tenant is entitled to a rent abatement beyond October 24, 2023. The Tenant was notified that the repair work was completed, and there was no evidence of further flooding during the remainder of the tenancy. In the absence of evidence that the unit remained uninhabitable, the Tenant's continued refusal to return after that date was not reasonable.
21. The Tenant paid \$48.00 to file the application and is entitled to reimbursement of that amount.

It is ordered that:

1. The Landlord shall pay the Tenant is \$2,678.88. This amount represents:
 - \$2,630.88 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 6, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 6, 2026, the Landlord will owe interest. This will be simple interest calculated from February 7, 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 26, 2026
Date Issued

Bryan Delorenzi
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.