



Order under Section 31 Residential Tenancies Act, 2006

Citation: Young v Jura, 2025 ONLTB 90801

Date: 2026-01-30

File Number: LTB-T-039530-24

In the matter of: 127 McConnell Ave
Cornwall ON K6H4L2

Between: Linda Young Tenant

And

Mohammad Afzai Jura Landlord

Linda Young (the 'Tenant') applied for an order determining that Mohammad Afzai Jura (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on July 11, 2025.

The Landlord, the Landlord's legal representative Michel Thellend, the Tenant, and the Tenant's legal representative Amber Miller attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Based on the evidence presented at the hearing, I am satisfied on a balance of probabilities that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit for all usual purposes by failing to reasonably respond to maintenance issues that the Tenant brought to the Landlord's attention throughout the tenancy. Therefore, the Landlord must pay the Landlord a rent abatement and damages totalling \$7,000.00.

Procedural History of the Tenant's Application

2. The Tenant initially filed her T2 application on February 26, 2024. In her initial application, the Tenant alleged that the Landlord had substantially interfered with her reasonable enjoyment of the rental unit and harassed, obstructed, coerced, threatened or interfered

with the Tenant. The details of her application refer to issues regarding the Landlord's response to the following maintenance issues inside the rental unit:

- A leak in the living room ceiling;
 - Defective outdoor stairs, railing, and lights;
 - A defective kitchen sink;
 - Lack of heat in the rental unit's bedroom.
3. The initial application also alleges that the Landlord harassed the Tenant when she requested repairs of the above elements.
 4. The Tenant's initial application did not list any remedies being sought.
 5. The matter was initially called forward for a hearing before another member on February 19, 2025. The matter was adjourned at the Tenant's request because her legal representative was hospitalized and unable to attend the hearing. The adjournment was granted, and the other Board member advised the Tenant that it may be necessary to seek to amend her application.
 6. The matter resumed on April 30, 2025. The Tenant requested several amendments to her application.
 7. The amended application submitted by the Tenant included references to several new grounds, including allegations that the Landlord entered the rental unit illegally and changed the locks to the rental unit without giving the Tenant replacement keys. I did not allow the Tenant to amend her application to include these grounds. These additional grounds referred to events that are alleged to have occurred more than one year before the amendment to include them in the Tenant's application was sought. Therefore, I found that the Board did not have jurisdiction to consider these newly raised claims given the limitation period set out at subsection 29(2) of the Act.
 8. I did, however, accept the Tenant's amendments regarding the previously disclosed cause of action regarding the Landlord's failure to adequately respond to the maintenance issues described above. In particular, I permitted the Tenant to amend her application to include additional details – such as dates and specific impacts of the alleged breach by the Landlord. I also allowed the Tenant to amend her application to specify the remedies she sought with respect to the substantial interference claims.
 9. The amended application also removed the allegations that the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant. I permitted the Tenant to amend her application to remove this cause of action.
 10. The grounds of the Tenant's application after the various amendment requests were adjudicated are as follows:
 - The Landlord substantially interfered with the reasonable enjoyment of the rental unit by the Tenant by failing to reasonably respond to the following maintenance issues:

- Water damage and leaking in the living room ceiling;
 - A loose handrail and insufficient outdoor lighting on the outdoor steps leading into the rental unit;
 - Defective baseboard heaters in the rental unit;
 - A defective kitchen sink.
11. Specifically, the basis of the Tenant's application is whether the Landlord's response to these maintenance issues constitutes a breach of section 22 of the Act, which prohibits a landlord from substantially interfering with the reasonable enjoyment of the rental unit or the residential complex for all usual purposes by the Tenant. While the Tenant's application could reasonably have given rise to a T6 application alleging a breach of section 20 of the Act, I am satisfied that the allegations of substantial interference are properly before the Board. The Divisional Court has held that it would be an error in law for the Board to fail to deal with a tenant's T2 application alleging substantial interference due to a failure to respond to maintenance issues: *Swan v. Liang*, 2019 ONSC 1573, para. 23.
12. The Tenant's application is also amended to reflect the fact that the Tenant vacated the rental unit on March 29, 2024.
13. A significant new maintenance issue occurred in the rental unit in early March 2024: a leak in the ceiling of the bathroom resulted in the ceiling drywall collapsing and the Tenant being unable to use the bathroom in her apartment from the time of the collapse until she vacated the rental unit. However, this issue arose after the Tenant filed her initial application. After hearing the Tenant's evidence and clarifications she made under cross-examination, I find that this incident was the result of a botched repair that the Landlord was conducting in the unit above the Tenant's and is not related to the ceiling leaks pled in the Tenant's initial application. Therefore, the March 2024 bathroom ceiling incident would be a new ground that is not properly before the Board and thus is not considered below.
14. Similarly, the Tenant presented evidence that a previous Tenant's belongings were left in the rental unit by her previous landlord when she moved into the rental unit. This was not a ground pled on her initial application and therefore is not considered as a claim of substantial interference. The testimony she gave about the items, however, was relevant to remedy considerations with respect to other issues.

Substantial Interference

Water Damage Leaking in the Living Room Ceiling

15. In her amended application, the Tenant alleges that she first informed the Landlord of water damage and a leak from the ceiling of the rental unit's living room in January 2022. On cross-examination, she clarified that she brought up the issue in an initial walkthrough of the rental unit shortly after the Landlord purchased the residential complex. She also clarified that the leak she observed was not continuous, but rather intermittent and in the wake of rainy weather.

16. In her testimony, the Tenant stated that she often misremembers specific dates of events due to a mental disability. However, she credibly testified that she paid her rent for the rental unit in cash specifically for the purpose of regularly interacting with the Landlord and reporting maintenance issues. She testified that she brought up the intermittent leak during each of these monthly encounters up to the time that the ceiling partially collapsed.
17. The Tenant submitted photographs as evidence. One photograph shows the state of the ceiling prior to the collapse testified to by the Tenant. It clearly shows that the drywall has become detached from the ceiling and is in the process of collapsing. The Tenant testified that she lived with the ceiling in this condition for a couple of months in spring/summer 2023 until it eventually collapsed during a rainstorm. She testified that, after the collapse, she was using buckets to gather and dispose of water that continued to come into the unit during rain.
18. In his testimony, the Landlord gave a different version of events. He testified that the Tenant had first brought up the leak to him in July 2023 (when a portion of the ceiling collapsed), that he removed a further portion of the ceiling at that time to conduct an investigation and repair, and that it took him a month to repair the ceiling.
19. The Landlord and the Tenant provided conflicting testimony about when the ceiling leak was brought to the attention of the Landlord. I find the Tenant's account to be more credible and reliable than the Landlord's account and find that it is more likely than not that her description of events is accurate.
20. While the Tenant's testimony is lacking in certain details, her testimony with respect to the fundamental facts of the ceiling issue is clear: she informed the Landlord of maintenance issues – including the leak – every month from January 2022 until the ceiling partially collapsed when she paid her rent in cash. The fact that the ceiling ultimately did cave in is evidence that he did not reasonably investigate the flooding issue – in fact, there is no evidence that the Landlord took any action at all until the ceiling eventually collapsed in July 2023. I find that these facts have been credibly and reliably established by the Tenant's testimony and that they are sufficient to establish the merits of the claim for substantial interference by the Landlord. The Landlord did not reasonably respond to the Tenant's maintenance issues despite being fully aware of her complaints.
21. The Tenant also gave evidence about the Landlord's attempt to repair the ceiling after it collapsed.
22. Section 8 of *O. Reg. 516/06: General* (the 'Regulation') applies where a Tenant is claiming that a Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit during the process of repairs.
23. Additional photographs provided by the Tenant show the state of the living room after the Landlord started his repairs. In a large area of the living room, the ceiling drywall was completely removed by the Landlord. Wood beams, some of which appear to be rotting, are clearly visible and close-up photographs show significant holes in the wood roof. Beneath the exposed beams, a stepladder is precariously perched on top of a dresser that belongs to the Tenant. The dresser is covered in black debris from the ceiling.

24. The Tenant testified that the Landlord left the hole in the ceiling uncovered after removing the drywall and that a smell of mould and mildew permeated the rental unit. In subsequent photographs, the hole in the ceiling is covered by a blue tarp. Another tarp is partitioning the living room from the rest of the apartment. The Tenant testified that a neighbour helped her hang these tarps after the Landlord neglected to cover and segment off the affected areas of the rental unit pending repairs. The Tenant's photographs also clearly show that the Tenant moved her bed from the living room – where she had been sleeping – to the main kitchen/dining area of the apartment pending the repair. The Landlord did not dispute these facts during his testimony.
25. The parties agree that the ceiling was left open for about one month and that there were no further leaks after August 2023. The Landlord testified that he left the ceiling open because he needed to “wait for rain to see the leak”. This is not credible. The photographs clearly show large holes in the exposed wood roof. It is evident what areas of the ceiling and roof were affected by the issue and the Landlord should have acted immediately to begin repairs.
26. The Landlord provided an invoice – dated July 26, 2023 – from a company called ATT Construction to show he responded reasonably to the maintenance issue. The invoice is for \$339.00 and describes the work in very general terms: “Roof repair”. The address of the residential complex is on the invoice, but there is nothing indicating the work relates to the Tenant's unit specifically. Frankly, it is not credible that the damage shown in the photographs provided by the Tenant could have been repaired for \$339.00. The Tenant disputed that the invoice related to the damage in her unit at all, and that she believed this invoice pertained to a repair of the eavestrough on another part of the building. It is not clear to me what relation – if any – this invoice has to the Tenant's unit, but in any event, I am not satisfied that the invoice establishes the Landlord reasonably responding to the issue in the Tenant's unit.
27. Section 8 of the Regulation provides some protection to Landlords against claims of substantial interference for reasonable enjoyment during repairs, but this protection is far from absolute. Where the carrying out of the work constitutes an unreasonable interference with the use and enjoyment of the rental unit by a tenant in the circumstances, it is open to the Board to find that the landlord substantially interfered with the tenant's reasonable enjoyment of the rental unit. Subsection 8(4) protects landlords from an abatement being ordered with respect to substantial interference if certain requirements – including notice requirements – are met. In this case, there is no evidence that any accurate notice regarding the nature, scope or duration of the work was given, and therefore, the Board may order an abatement (considering the factors at subsection 8(5) of the Regulation).
28. In this case, I find that the Landlord's response to the maintenance issues and conduct during the repairs constitutes unreasonable interference with the use and enjoyment of the rental unit by the Tenant in the circumstances. Tearing up a large portion of the ceiling without taking any precautions to protect the Tenant's personal belongings, leaving that hole exposed for weeks on end, and leaving it to the Tenant to improvise measures to make the rental unit habitable during this time is clearly unreasonable conduct. I find that the Landlord refused to take reasonable steps to minimize the interference on the Tenant during repairs and therefore, pursuant to subsections 8(7) and (8) of the Regulation, the

Board may issue a rent abatement of up to 100% of the rent for the rental unit for the affected period. I address the quantum of rent abatement ordered in the portion of this order pertaining to remedy below.

Outdoor Steps, Lighting and Railing

29. In her testimony, the Tenant testified that she had informed the Landlord – during the first of her monthly interactions with the Landlord where she paid rent in cash – she informed the Landlord that there was no light near the outside door of the rental unit entrance and that the handrail was loose. She testified that the Landlord told her no outdoor light was necessary due to the ambient light provided by nearby streetlights.
30. I found the Tenant's testimony about the light issue to be credible. However, I am not satisfied that the fact that the Landlord did not install an outdoor light in response to these complaints constitutes substantial interference. The Tenant did not, in my view, establish that the installation of an outdoor light was required. In fact, she testified that she had previously had the practice of leaving on an interior light in her unit to provide additional ambient lighting but stopped doing so after her Landlord complained about it.
31. The Tenant also testified that she first raised the issue of the handrail near the front entrance being loose to the Landlord around September 2023 and continued to raise the issue during her monthly meeting to pay the rent. She testified that she told the Landlord that the steps were unsafe. She testified that the Landlord had, instead of replacing the handrail, covered the outdoor steps in roof shingles as an "anti-slip" measure. The Landlord testified that he installed these measures shortly after the Tenant requested such a repair in June or July 2023.
32. The Tenant also testified that, because of the friction of the shingles, she had fallen into the door when climbing the stairs, damaging the door's lock and sustaining minor injuries and bruising. Photographs of these injuries were provided to the Board.
33. Again, I am not satisfied on a balance of probabilities that the Landlord's actions constitute substantial interference with the Tenant's reasonable enjoyment of the rental unit. It is the Tenant's burden to show that the Landlord's response to complaints was unreasonable and substantially interfered with her use of the rental unit. Based on the Tenant's testimony, I cannot find that it is more likely than not that the Landlord responded unreasonably to the Tenant's complaints about the stairs. Based on the evidence presented at the hearing, I am not satisfied, on a balance of probabilities, when precisely the need for repairs was communicated to the Landlord or that the Landlord's solution was unreasonable. The causal connection between the shingle steps and the injuries the Tenant sustained has not, in my view, been established on a balance of probabilities.
34. Therefore, no remedy is awarded with respect to this aspect of the Tenant's application.

Kitchen Sink Leak

35. The Tenant testified that at some point in July 2023 or August 2023, when the living room ceiling was being repaired, she informed the Landlord of an issue with the kitchen sink. She testified that there was a leak from the plumbing underneath her kitchen sink when it

was used. Specifically, she said the drain was loose, so water would go into the cupboard rather than the drainpipe. She testified that the Landlord did not immediately attend to the repair, citing his busy schedule, and that the Tenant could work around the issue by doing her dishes in the bathtub.

36. The Tenant testified that eventually a plumber eventually attended to the issue at the beginning of March 2024, when he attended to the unit to address the flood in the bathroom (which, again, is not the subject of this application).
37. This testimony is corroborated by a picture of the cupboard under the sink. The picture shows a large bucket that the Tenant used to collect water leaking out of the plumbing under the sink.
38. I found the Tenant's testimony credible. She offered a detailed account of the issue, her interactions with the Landlord about the issue, and the resolution of the issue. Her testimony was consistent under cross-examination.
39. The Landlord testified that the only time the Tenant complained about the kitchen sink was with respect to a clog in April 2023 and that he immediately called a repair person – again, documented by an invoice from ATT Construction – to attend to the issue.
40. I did not find the Landlord's testimony credible. He did not give any explanation for the Tenant's testimony about the leak or her account of his response. It is documented that he was in the rental unit in July and August 2023, attending to the living room ceiling. There is no plausible reason why the Tenant would not have alerted him to the kitchen sink issue during this time.
41. In my view, the Landlord completely failed to reasonably respond to the Tenant's reports of the kitchen sink leak. In fact, the testimony of the Tenant is that he never responded at all. It was only when a plumber was in the rental unit addressing the active leak from the bathroom ceiling that the issue got resolved, when the Tenant directly asked the plumber to attend to it. This clearly constitutes a substantial interference with the Tenant's reasonable enjoyment of the rental unit.

Baseboard Heaters

42. The Tenant testified that the baseboard heater in the bedroom when she moved into the rental unit was never functional. She testified that this heater was only replaced in October or November of 2023.
43. The Tenant also testified that she informed the Landlord of the need to replace another baseboard heater in the kitchen of the rental unit. She testified that the Landlord told her it was in working condition and did not need replacement. A photograph provided by the Tenant shows the baseboard heater: there is no safety cover over the heating element, which is totally exposed.
44. Another baseboard heater in the living room with a totally exposed heating element is visible in photos of the living room's condition in March 2024.

45. Again, the Tenant she credibly testified that she paid her rent for the rental unit in cash specifically for the purpose of regularly interacting with the Landlord and reporting maintenance issues. She testified that she brought up the issue of the baseboard heaters needing replacement during each of these monthly encounters starting in January 2022.
46. On cross-examination, the Landlord's legal representative presented a copy of an invoice dated July 24, 2023, from ATT Construction. The service is described as "Replaced bedroom heater". The Tenant was consistent in her testimony when confronted with the invoice: she stated that while the Landlord may have procured a new baseboard heater in July 2023, he declined to install it in the rental unit until October or November.
47. The Landlord testified that he installed a new baseboard heater in both the bedroom and the kitchen in July 2023, on the date he was invoiced for work by ATT Construction. He testified that the heaters were functional when he tested them but replaced them, nevertheless.
48. To the extent that the Tenant's and Landlord's testimony about the baseboard heaters conflicts, I prefer the evidence of the Tenant. She credibly described the problems she experienced with each heater and reaffirmed her testimony when presented with the Landlord's invoice on cross-examination. Her testimony was corroborated by pictures of the heaters at various points in time with visible safety issues.
49. Further, I find the Landlord's evidence on the issue to not be credible. As he did with respect to the living room ceiling and the kitchen sink, he presented an invoice to corroborate his version of events. The invoices refer to the residential complex, but not the Tenant's specific unit. No photographs of the newly installed baseboard heaters were presented and a defective heater – with an exposed element – is clearly visible in a photograph provided by the Tenant showing the ceiling collapse of March 2024. The Landlord provided photos of various baseboard heaters in the rental unit, but did not testify to the dates he took these photos. As such, they have limited probative value, as the Tenant concedes that the bedroom and kitchen heaters were eventually replaced.
50. Given the evidence provided by the parties, I am satisfied on a balance of probabilities that there was a non-functioning baseboard heater in the bedroom up to October 2023. I am also satisfied that the baseboard heaters in the kitchen and living room were operating in unsafe condition during this time. I am satisfied, based on the Tenant's credible testimony, that the Landlord was told about these issues every month when the Tenant paid her rent in cash and that the Landlord refused to act. This clearly constitutes substantial interference with the Tenant's reasonable use of the rental unit.

Remedies

51. In summary, the Tenant has established that it is more likely than not that the Landlord substantially interfered with her reasonable enjoyment of the rental unit by failing to respond to the Tenant's concerns about the following maintenance issues:
- January 2022 to June 2023: failing to respond to the Tenant's reports of water leaking through the living room ceiling, ultimately leading to the ceiling's partial collapse.

- July 2023 to August 2023: failing to take reasonable steps to minimize the interference on the Tenant during the repair of the collapsed living room ceiling.
 - August 2023 to March 2024: failing to respond to the Tenant's reports of a plumbing issue underneath the kitchen sink.
 - January 2022 to October 2023: failing to respond to the Tenant's concerns about non-function or unsafe baseboard heaters in the rental unit.
52. Per subsection 29(2) of the Act, the Tenant's application can only pertain to conduct within the one year prior to her application (i.e. on or after February 28, 2023). Therefore, only the period after February 28, 2023 is being considered with respect to my decision on the appropriate remedy to be awarded in this case.
53. The impact of the Landlord's failure to respond to each of these issues despite the Tenant's persistence in bringing these issues to his attention are troubling. It is a pattern of conduct that shows blatant disregard for his responsibility under section 22 of the Act. She has – at various points during the tenancy – had to live with leaky ceilings, dangerous or malfunctioning heating systems, and an unusable kitchen sink. When the living room ceiling collapsed and the Landlord could no longer brush off the Tenant's concerns, he conducted the repairs in a manner that was highly disruptive to the Tenant's use of the apartment. He used her furniture to access the ceiling, covered it with debris, and left the Tenant to deal with the mess afterward.
54. The Tenant testified on several occasions that the Landlord's response to her monthly complaints was often dismissive, telling her that the problem isn't serious yet. She also testified that he regularly told her that if she didn't like something, she could leave sooner. Her unchallenged testimony, which I find credible, is that the Landlord would also make demeaning comments toward her during these conversations. She also stated that the condition of her rental unit was so poor that she was too embarrassed to host friends and family in her home.
55. I note that the Tenant cited multiple reasons why she didn't use the bedroom of the rental unit and chose, instead, to sleep in the living room: the non-functioning baseboard heater, a leak from the ceiling whenever the tenant above her used the shower, and the presence of a former tenant's possessions in the bedroom. Only the heater is a proper ground of this application, and this has been factored into my calculation of the abatement of rent owed by the Landlord.
56. The Tenant claimed an abatement of rent totalling \$9532.00 on her amended application. She also sought \$10,000.00 in general compensation relating to the distress she experienced as a result of the Landlord's actions.
57. The monthly rent for the rental unit is \$714.00, according to the Tenant's application.
58. Based on the evidence presented at the hearing, I find that the Tenant is owed the following rent abatements with respect to the issues identified in her application:
- March 2023 to June 2023: 20% rent abatement for the Landlord's failure to respond to the Tenant's reports about the living room ceiling = **\$571.20**.

- July 2023 to August 2023: 20% rent abatement for the Landlord's failure to take reasonable steps to minimize the interference on the Tenant during the repair of the collapsed living room ceiling = **\$285.60**.
- August 2023 to March 2024: 30% rent abatement for the Landlord's failure to respond to the Tenant's reports of a plumbing issue underneath the kitchen sink = **\$642.00**.
- March 2023 to October 2023: 20% rent abatement for the Landlord's failure to respond to the Tenant's concerns about non-function or unsafe baseboard heaters in the rental unit = **\$1,142.40**.

59. This totals to a rent abatement of **\$2,641.20** being payable to the Tenant for the disruptions to her reasonable enjoyment of the rental unit.

60. In my view, the Tenant is also entitled to an award of general compensation. Beyond interfering with the Tenant's use of the unit, the Landlord's pattern of conduct had a significant impact on the Tenant. She testified that he made her feel constantly belittled during the course of the tenancy and that her unit fell into such a state of disrepair that she was embarrassed to invite guests into her home. It was evident during the Tenant's testimony that Landlord's conduct has had a severe and negative impact on the Tenant's well-being and mental health. Ultimately, the Tenant vacated the rental unit after experiencing yet another maintenance issue, as she was skeptical of the Landlord's ability to address that issue, given the experiences that are the subject of this application.

61. Taking into account the amount being ordered as a rent abatement, I find that further compensation of **\$4,358.80** as damages for mental distress based on the degree of impact the Landlord's conduct has had on the Tenant. The Divisional Court has found that the Board has the authority to award damages for mental distress as a result of a landlord's conduct: *Taft v. Whitesands Apartments*, [2009] O.J. No. 3198 (Div. Ct.).

62. I also note that the Landlord testified at the hearing that the Tenant "trashed" the rental unit when leaving and showed several photographs to corroborate this testimony. I find this testimony to not be credible as I am satisfied, on a balance of probabilities, that the "trashed" unit depicted is not the Tenant's unit at all.

63. The Tenant provided photos of her bathroom taken in March 2024 – the month she vacated the rental unit – and the bathroom vanity is clearly visible. The bathroom vanity shown in one of the pictures provided by the Landlord has a different finish and different handles. The photographs provided by the Landlord are clearly photos taken in a different rental unit that the Landlord presented before the Board in an attempt to assassinate the Tenant's character and credibility. This is a shocking abuse of the Board's processes.

64. Given this discrepancy, the evidence presented by the evidence with respect to the condition of the rental unit at the end of the tenancy is given no weight in my consideration of the appropriate remedy in this case.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$7,000. This amount represents:
 - \$2,641.20 for a rent abatement; and
 - \$4,358.80 as damages for mental distress.
2. The Landlord shall pay the Tenant the full amount owing by February 10, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 10, 2026, the Landlord will owe interest. This will be simple interest calculated from December 10, 2025 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 30, 2026
Date Issued

Jeremy Henderson
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.