



Order under Section 69 Residential Tenancies Act, 2006

Citation: Manuel v Simon, 2026 ONLTB 10474

Date: 2026-02-02

File Number: LTB-L-079276-23

LTB-T-032033-24

In the matter of: 23, 364 GREY ST
LONDON ON N6B1G9

Between: Nixon Manuel Landlords
Anson Kokkat

And

Shania Simon Tenants
Adrian Nicholas

Nixon Manuel and Anson Kokkat (the 'Landlords') applied for an order to terminate the tenancy and evict Shania Simon and Adrian Nicholas (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises (L2 Application)

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

Shania Simon and Adrian Nicholas (the 'Tenants') applied for an order determining that Nixon Manuel and Anson Kokkat (the 'Landlords') failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (T6 Application)

This application was heard by videoconference on October 8, 2025.

The Landlords Nixon Manuel, the Landlords' legal representative, Samantha Lee, and the Tenants Shania Simon attended the hearing.

Determinations:

1. The Tenants raised a preliminary issue that the Landlords had not complied with prior Board order SWL-523221-21 and should therefore not be able to bring an application until the order is complied with. After reviewing the order, not
2. The Tenants vacated the rental unit on May 1, 2025. As the Tenants vacated the rental unit prior to this hearing, the portions of the application relating to termination of the tenancy are moot.
3. Board order LTB-L-062187-24 addresses daily compensation for use of the rental unit and application of the rent deposit.
4. These applications were heard together to ensure consistent outcomes in applications with overlapping issues. Most notably, the Landlords and the Tenants each assert the other is responsible for a hole in the shower wall tiles and damage to the parquet flooring.

L2 Application

5. As explained below, the Landlords have proven on a balance of probabilities the grounds for some of the claim for compensation in the application. Therefore, the Tenants shall pay \$2,486.00 for damages.
6. On October 3, 2023, the Landlords gave the Tenants an N5 notice of termination. The notice of termination contains the following allegations: the Tenants damaged tiles in the shower wall, damaged walls and doors throughout the unit, and damaged the parquet flooring.
7. The Tenants have wilfully or negligently caused undue damage to the rental unit by creating a hole in the shower tiles and in various walls throughout the rental unit.

T6 Application

8. The Tenants alleged that the Landlords failed to properly repair or maintain the bathroom vent (leading to mold), shower tiles, parquet flooring, kitchen cabinets, bedroom door, and window screen.
9. As explained below, the Tenants proved on a balance of probabilities the following allegations contained in the application: bathroom vent and corresponding mold issues and parquet flooring.
10. Therefore, the Landlords must pay the Tenants a rent abatement of \$4,011.48.

Analysis

11. 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 Landlords' maintenance obligations, including whether the Landlords 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.

Shower Tiles

12. The Landlords repaired grouting in the shower in June 2023 which was causing water to leak into the unit below the rental unit. In September 2023 the Landlords again received a complaint from the lower unit about water, causing the Landlords to have a contractor attend both rental units on September 8, 2023. The Landlords submitted an invoice for this attendance in the amount of \$169.50.
13. The Tenants say the tiles fell off because of poor workmanship in June. The contractor's invoice for September 8, 2023 states the repairs in June were done properly and the damage is due to physical damage such as a fist hitting the tile. This is not the same contractor that completed the repairs in June, which increases the credibility of the statement that the prior work was done properly.
14. It is difficult to ascertain exact cause of damage from photos where parties involved give differing accounts. In this case photos of other areas of the rental unit showed damage to walls consistent with the wall being punched or hit with an object. Damage to other walls by the Tenants increases the probability that similar damage in shower was also caused by Tenants. For this reason, I find the testimony of the contractor to be more credible, and I find the Tenants caused the damage to the shower tiles.
15. The Landlords submitted an invoice for a temporary repair to the tiles (\$508.50) and a quote for a full repair including replacing all tiles in the shower area. The contractor confirmed the quoted work had not been done two years later at the time of the hearing, despite the tenancy ending five months prior. Photos from later in the tenancy show the Landlords installed a shower insert at some point. Based on this I do not find it reasonable to hold the Tenants accountable for the cost of a full tile replacement which was not done.
16. The Tenants shall pay the Landlord \$678.00 for the contractor's attendance on September 8, 2023 to investigate the problem and the temporary repair.

Walls and doors

17. The Landlords submitted photos of holes in various walls and the bathroom door. I am satisfied that the submitted quote to repair these damages (\$3,390.00) is reasonable. The Landlords also submit that the main entrance door to the unit needs to be replaced because of misuse by the Tenants. I am not satisfied that the Tenants have damaged the main entrance door beyond normal wear and tear and this portion of the quote is therefore not awarded.

Parquet flooring

18. Both parties submitted photos showing portions of the parquet flooring lifting up or missing. The Landlords say the Tenants caused this damage by dropping heavy weights on the floor. While photos confirm the Tenants have weights in the unit, they are not located particularly close to the damaged areas and the damaged areas are not exclusively near

where the weights are kept. Approximately a year prior to the Landlords alleging that the flooring was damaged by the Tenants, in July 2022, the Tenants had reported to the Landlords that areas of the flooring were lifting and noted the problem seemed to increase in wet weather. Based on the timing of the reports I find the Tenants' explanation to be more credible and I find the damaged flooring is not the result of the Tenants' actions.

19. Because the Landlords took no action to address the Tenants' reports of lifting flooring, I find they breached their maintenance obligations and the Tenants are entitled to an abatement of rent. When reporting the problem, the Tenants noted the risk for injury as a result of uneven flooring and their concern for the safety of themselves and young visitors.

Bathroom vent

20. The Tenants notified the Landlords about their concerns about the bathroom vent being inadequate to address moisture in July 2022. The Landlords did not address the concern until October 2023. While the vent was ultimately replaced, there is no valid reason for the delay and the Tenants are therefore entitled to an abatement of rent. This application was filed in May 2024, therefore the period for which a rent abatement can be awarded for the vent is May 2023 to October 2023.

Mold

21. Photos of the bathroom were submitted showing stains of varying colours on the walls and ceiling. The Tenants say most of these are mold which the Landlords have failed to adequately address since 2021. The Landlords say the Tenants have not proven the substance in the photos is mold and that the matter has already been adjudicated by the Board in SWL-52321-21. As the referenced order was in 2021 it does not address the question of mold in the rental unit between 2023 and 2025.
22. I am aware of cases in which a landlord has defended allegations of mold by showing that the alleged mold was actually some other substance and easily removed with regular household cleaners. In this case the Landlord disputes the Tenants' identification of the stains as mold but provides no alternative identification. The Landlord agreed to address the problem (even referring to it as mold) in a prior mediated agreement (SWL-52321-21) and made a few attempts to address the problem with bleach and paint. These actions by the Landlord do not support a finding that there was no mold or similar problem to be addressed by the Landlord.
23. I am satisfied that Landlord knew about the Tenants' concerns about mold because of the 2021 mediated agreement, the July 2022 letter and ongoing communications, and the Landlord's occasional efforts to address the problem. I am satisfied that the Landlord was aware that their actions were insufficient because they made more than one effort to apply bleach and/or paint to the affected areas. However, the Landlord did not adjust their approach or engage professionals after their first attempt at covering the mold was unsuccessful. For this reason I find the Landlord did not make reasonable or adequate efforts to meet their maintenance obligations as they relate to mold or similar substances in the rental unit.

Kitchen cabinets and bedroom door

24. The Tenants did not prove that the Landlords did not breach their obligations with relation to the kitchen cabinets. The Tenants wanted cabinets installed or replaced where none were in place at the start of the tenancy. No evidence was presented to show that the Landlords were in breach of any housing or maintenance standards.
25. No testimony or evidence was submitted in relation to the bedroom door which was mentioned in the T6 application, so I make no findings in relation to this issue.

Window screen

26. The Tenants were previously ordered by the Board to repair damaged screens or pay the Landlords \$50.00 to complete the repairs. The Tenants paid \$50.00 but say the repairs were not done properly and request a return of the \$50.00. I am not satisfied that the Tenants proved on a balance of probabilities that the Landlords failed to properly repair the screen or that they advised the Landlords of this concern.

Remedies

27. The issues were inconvenient and interfered with the Tenants' enjoyment of the rental unit, but did not totally prevent usage of certain areas.
28. For the period of May 2023 to October 2023 when the vent was unrepaired, I find a 25% abatement is appropriate based on my knowledge of other similar cases before the Board. Based on the monthly rent in that period of \$804.60, this equates to \$1,206.90.
29. For the period of October 2023 to May 2025 after the vent was repaired, I find a 20% abatement is appropriate based on my knowledge of other similar cases before the Board. Based on the monthly rent of \$824.70 and \$825.30 during this timer period, this equates to \$2,804.58.
30. Therefore, I find that a rent abatement of \$4,011.48 is appropriate in the circumstances.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of May 1, 2025.
2. The Tenants owe the Landlords \$2,486.00 for damages to the rental unit. This amount shall be offset against the amount owing by the Landlords to the Tenants.
3. The Landlords owe the Tenants \$4,011.48 for a rent abatement. This amount shall be reduced by the amount owing by the Tenants to the Landlords.
4. As a result of this order, the Landlords shall pay the Tenants \$1,525.48.
5. The Landlords may deduct any amounts owing to them by the Tenants as a result of other Board orders from the amount payable.
6. The Landlords shall pay the Tenants the full amount owing by February 13, 2026.

7. If the Landlords do not pay the Tenants the full amount owing by February 13, 2026, the Landlords will owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.

February 2, 2026
Date Issued

Dawn Carr
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.