



Order under Section 30 Residential Tenancies Act, 2006

Citation: Lawrence v Jbaili, 2026 ONLTB 10667

Date: 2026-02-03

File Number: LTB-T-094614-24

In the matter of: 2, 1314 Emperor Avenue West
Ottawa ON K1Z8C6

Between: Everton Lawrence Tenant

And

Mohamad Jbaili Landlord

Everton Lawrence (the 'Tenant') applied for an order determining that Mohamad Jbaili (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 28, 2026.

The Landlord's representative Zahraa Sarji and the Tenant attended the hearing.

Reasons:

1. The Tenant brings this application because of sewage backups in his unit. On multiple occasions, sewage came out of his toilet and bathtub and flooded his unit. His application states that backups occurred on October 26 2023, December 1 2023, March 10 2024, September 24 2024, and October 22 2024.
2. The Tenant previously raised the ongoing sewage backups in LTB-L-100823-23, which was an application by the Landlord respecting rent arrears. In that proceeding, the Landlord and Tenant Board (LTB) found that backups had occurred on October 16 2023, October 26 2023, November 17 or 28 2023, and March 9 2024. The LTB concluded that the Landlord had not met his maintenance obligations. He had sent plumbers to unclog the drain and clean up after each backup, but had failed to address the underlying cause of the backups. The LTB awarded a rent abatement, and compensation for expenses the Tenant had incurred as a result of the backups.
3. After the LTB had issued its decision, two more backups occurred, on September 24 2024 and October 22 2024. A few days after the October 22 backup, the Landlord finally repaired the underlying issue. The problem now appears to have been resolved.

4. Clearly, the Landlord is liable for the two new sewage backups. After the LTB found that he was liable for failing to repair the underlying problem, he continued to fail to repair the underlying problem. Two more sewage backups occurred as a result.
5. The Landlord argues that he should not be liable because he has now fixed the problem. There is no merit to that argument. The backups occurred before the Landlord fixed the problem, after he had failed to fix it for nearly a year.

Remedies

Rent abatement

6. The normal remedy for sewage backups would be a rent abatement. However, the Tenant did not claim a rent abatement in his application. Instead, under "other remedies" he wrote "unable to stay in my apartment for 9 nights and days. Not sure how to calculate these nights and days."
7. I cannot award a remedy not requested in the application. The Tenant had the opportunity to amend the application following an Adjudicative Case Conference to identify potential deficiencies. He did not do so. Since he declined to provide particulars or seek an amount of compensation for being unable to stay in his apartment, no rent abatement will be awarded.

Cleaning time and expenses

8. After the October 22 2024 sewage backup, the Landlord cleaned and disinfected the Tenant's unit. However, the Tenant testified that he did not know that the Landlord had used disinfectant; he thought that only soap and water were used. He testified that he asked the Landlord about disinfectant, but the Landlord did not tell him he had used disinfectant.
9. Consequently, the Tenant purchased his own disinfectant for \$38.00, and spent 4 hours disinfecting his unit. He seeks compensation of \$38.00 for his expenses and \$104.00 for his time.
10. In my view, it was reasonable for the Tenant to disinfect the unit in light of his uncontradicted testimony that the Landlord did not tell him it had already been disinfected. However, the Tenant has not explained why it took him 4 hours to apply disinfectant. The claim seems excessive. I will award \$38.00 for the disinfectant and \$20.00 for the Tenant's time.

Lost income

11. Finally, the Tenant says that when the October 22 2024 backup occurred, he had to leave work early to address it. He seeks compensation of \$105.20 for lost wages.
12. When asked why he needed to leave work, the Tenant explained that he had to let the Landlord into the unit. Apparently, there are two locks on the Tenant's front door. When this Landlord purchased the property, he asked the Tenant for copies of the keys to the

two locks, but the Tenant refused to provide them. The Landlord then changed one of the locks and gave the Tenant a key, but left the other lock, for which the Landlord did not have a key, in place. Consequently, the Landlord could not get into the unit without the Tenant letting him in.

13. The Landlord is entitled to have keys to all the unit's locks. In this case, both parties appear to be to blame for the fact that the Landlord did not have one of the keys that he should have had.
14. However, knowing that the Landlord could not unlock one of the front door locks, the Tenant should not have locked that lock. He could have used the other lock to secure his door. The Landlord's inability to enter the unit in an emergency was a foreseeable consequence of the Tenant's decision to lock both locks.
15. I therefore do not find the Landlord to be liable for the Tenant having to come let him in when the emergency occurred.

Other orders

16. The application also sought an order that the Landlord repair the toilet, but at the hearing the Tenant withdrew that request.
17. The application also seeks an order that the Landlord remove some of the flooring to test for mould. The Tenant is concerned that the sewage backups could have caused mould growth.
18. The Tenant's concern is purely speculative. He did not propose to adduce any evidence to show that there might be mould growth under the floorboards. The request for an order to test for mould is denied.

Result

19. The Tenant will be awarded \$38.00 in compensation for cleaning supplies, \$20.00 in compensation for time spent cleaning, and his filing fee of \$53.00 for this application.

It is ordered that:

1. The Landlord shall pay the Tenant \$111.00, which represents compensation for expenses cleaning time and the filing fee for this application.
2. If the Landlord does not pay the Tenant the full amount owing by February 14, 2026, the Landlord will owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

Dale Whitmore
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.