



Order under Sections 31, 30, 69, and 89 Residential Tenancies Act, 2006

File Numbers: LTB-T-050068-22
LTB-L-061532-22
LTB-L-067185-22

In the matter of: Upper, 13071 Lundy's Lane Upper
Thorold ON L2E6S4

Between: Ashante Diplock Tenant

And

13071189 Canada Inc. Landlord
Golf Inn Motel (2769685 Ontario Inc)

The term "Landlord" refers to all persons or companies identified as a Landlord and "Tenant" refers to all persons identified as a Tenant, within the order.

Ashante Diplock (the 'Tenant') applied for an order determining that 13071189 Canada Inc., Golf Inn Motel (2769685 Ontario Inc) (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; and
 - withheld or interfered with their vital services or care services and meals in a care home.
- This is the T2 application.**
- 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 is the T6 application.**

The Landlord applied for an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes. **This is the L1 application (LTB-L-061532-22).**

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex. **This is the L2 application (LTB-L-067185-22).**

These applications were heard by videoconference on September 12, 2023, December 7, 2023, April 29, 2024, August 6, 2024, February 4, 2025, March 25, 2025 and concluded on July 7, 2025.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Angela Browne. The Tenant was represented by Marilyn Obaseki.

At the end of the hearing on July 7, 2025, I directed the parties to make written submissions which were due by September 26, 2025. As of the date of this order, I confirm receipt of these submissions, although not in accordance with my direction regarding their length, but which I have considered in this order.

Determinations:

1. The tenancy between the parties terminated on February 9, 2023. The Tenant owes the Landlord \$9,642.38 which represents the arrears to February 9, 2023 and the section 89 damage claim for the clog that took place in January 2022. The Landlord owes the Tenant \$7,277.81 which represents the rent abatement and compensation for the water shut off, internet access removal and disrepair she experienced in the rental unit as well as the general damages awarded to her. The total amount the Tenant owes the Landlord is \$2,366.57 which the Tenant shall pay to the Landlord on or before February 13, 2026.

PRELIMINARY ISSUES

- a. Who are the Landlords?
2. The Landlord raised a preliminary issue with respect to the named Landlords. First, that the Landlord was Golf Inn Motel as per the lease agreement and that all other parties should be removed. The Landlord confirms the owner of the property is 1301189 Canada Inc. and that the property was handed over to management to take care of it.
 3. Under the *Residential Tenancies Act, 2006*, a landlord is defined as follows in subsection 2:

“landlord” includes,

(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,

(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and

(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;

4. So I find that the management company as well as the owner of the property fall within the definition of Landlord and should be named as a party to the application.
5. The agents of Golf Inn Motel were also named personally in the Tenant's application and so the next question is whether they are parties to the application.
6. To answer this, I turn to the Board's Interpretation Guidelines 6 and 21 which offer guidance in applications such as these with respect to who can be named as a Landlord and states in part the following:

In most cases a landlord will be responsible for the conduct of its employees and agents, such as superintendents and property managers. However, employees or agents of the landlord may also be named as respondents in a T2 application if the tenant alleges they are personally responsible for the conduct in the application. The LTB cannot make any orders against a person who is not named as a respondent and has no opportunity to respond to it.

...

In [Slapsys \(1406393 Ontario Inc.\) v. Abrams](#), 2010 ONCA 676, para 7, the Court of Appeal found that definition of "landlord" is not restricted to the owner of a rental unit and there may be more than one "landlord". The Court stated that whether a person who is not the owner of the rental unit is "a person who permits occupancy of a rental unit" will depend upon the facts, including whether the person has the ultimate authority to permit occupancy. ...

Therefore, depending on the specific facts, the registered owner of a residential complex and the property manager with authority to rent units and responsibility for the day-to-day operations may both be landlords as defined by the RTA. Any person or corporation meeting the definition of "landlord" is entitled to exercise the rights given to landlords under the RTA, including the right to give a tenant a notice of termination and file an application with the Landlord and Tenant Board (LTB). An application filed with the LTB can name one or all of the landlords of the rental unit.

7. Given the T2 applications allege harassment and substantial interference on the part of the Landlord's agents, I found it appropriate to keep them named in the application; however, as the Tenant has not established that the individuals MFM and DM were engaged in substantially interfering and harassing conduct, they are removed from this order.
8. However, I also find it appropriate to remove Abhay Mathur as a named Landlord as I do not find he had any autonomy in his dealings with the Tenant nor was he attached to the Motel in a way that would make him liable for the conduct exhibited by the Landlords. AB testified that he was a friend acting on the Landlord's behalf and because he lived close to the residential complex, he was usually onsite quicker. AM confirmed he was not paid by the Landlord for his services, nor did he act on the Landlord's behalf as his agent. He just provided support wherever he could. In reviewing the Tenant's applications, it does not appear that she has any grievances against this individual specifically – therefore AM is removed from the application as a named Landlord.

b. Amendment Request

9. It appears the Tenant filed an amended application on October 8, 2024 modifying the remedies sought in the application and adding an incident to the T2 application.
10. The Landlord confirmed they had received the application and were prepared to respond to it.
11. Given that the Tenant complied with respect to the rules surrounding amending applications, and the Landlord is prepared to respond to the amended application, I find it appropriate to grant the Tenant's amendment request.

APPLICATION FOR RENT ARREARS & DEMOLITION

12. The Tenant was in possession of the rental unit on the date the application was filed.
13. The tenancy between the parties terminated on February 9, 2023 by virtue of interim order LTB-L-061532-22-IN issued on February 8, 2023 with the consent of the parties. At the hearing, the parties agreed the Tenant surrendered vacant possession of the rental unit on the termination date. As such, the arrears ordered are up until this date.
14. As the tenancy has terminated, the request for eviction under the L2 application is rendered moot.
15. This tenancy began in June 2021. The lawful monthly rent was \$1,560.00 and due on the first of the month. The residential complex was an inn where the Tenant rented the upper-level, two-bedroom unit. She resided there with her two young daughters, ages 14, 16.
16. The Landlord's claim for rent arrears begins June 2022 and ends on the date the Tenant vacated the rental unit.
17. The Tenant has not made any payments since the application was filed.
18. The arrears owed for the period ending February 9, 2023, total \$12,941.61.
19. The Landlord incurred costs to file the application and is entitled to its reimbursement in the amount of \$186.00.
20. The Landlord seeks an order for the arrears and costs to be paid within the standard eleven-day period.
21. The Tenant does not dispute the arrears as claimed by the Landlord but submits that she experienced significant issues with water to her rental unit which resulted in an additional expense that she could not afford on top of her rent. This is what resulted in the accrual of rent arrears.
22. The Tenant submits she should be compensated for the issues she experienced during her tenancy at the rental unit in the form of a 100% rent abatement.
23. The Tenant further submits she provided a \$500.00 deposit to the Landlord when she first moved into the rental unit; this was on top of her first month rent deposit and the \$50.00 credit she was given due to a lack of internet.

24. The Tenant also disputed the claim for rent arrears as the Landlord had an obligation under the N13 notice of termination to compensate the Tenant three months rent which was supposed to be waived but was not reflected in the Landlord's claim.
25. The Landlord's property manager, DM, confirmed that the decision to demolish the residential complex, which consisted of more than five units, was the Landlords', given the cost of restoring the residential complex was anticipated to be financially draining and not an order from the City to do so. DM further confirmed that the compensation for the Tenant was to be provided in the form of a rent waiver as the Tenant was in arrears of rent.
26. Based on the evidence before the Board, I find the arrears and costs owing to February 9, 2023 total \$12,941.61. This is essentially undisputed by the parties- the Tenant's request for an abatement shall be considered in the remedies section below with respect to her application. I also find the compensation required under the L2 application for the N13 notice of termination must be deducted from this amount, reducing the total arrears to \$8,261.61.
27. In reviewing the lease agreement filed by the Landlord¹, it appears that the Landlord confirms holding a security deposit of \$500.00 as of the date of the lease on May 20, 2021. I also note that there is correspondence from the rental housing enforcement unit which demonstrates this deposit was returned to the Tenant during her tenancy. Therefore, I am satisfied that the Landlord is no longer holding this deposit.

APPLICATION FOR DAMAGE

28. The Landlord's L2 application is based on a N7 notice of termination; since the Tenant vacated the rental unit, the request for eviction under this application is also rendered moot.
29. The L2 application also includes a section 89 claim for damages in the amount of \$1,477.86 which is related to plumbing charges dated January 12, 2022 and October 27, 2022.
30. The Landlord's witness CS, who was the plumber who worked at the property on many occasions including January 12, 2022, testified that they attended the residential complex on January 12, 2022 due to a sewer drain the laundry room back flowing on to the floor. Upon investigation, they found the upstairs unit, downstairs bathroom and kitchen and furnace room were backing up whenever anyone used the water and began to work on the draining system by isolating each system to determine the source of the flooding and discovered that the entire line was clogged. So they began to snake the copper main stack to remove the clog and found plastic tampons, toys, plastic pieces, and towels.
31. CS explains that the plumbing line for the Tenant's unit, the common area kitchen, bathroom, laundry room were all on the same drain line and therefore connected. The other units were on a different plumbing pipe and therefore were not impacted by this clog.

¹ DOC 1933362Pages 40-46

32. CS testified that he spoke to the Tenant about the clog who admitted it was her daughter and advised her to ensure the tampons were not flushed down the toilet again. CS confirmed the Landlord was charged \$1,008.61 for this repair which was inclusive of taxes.
33. With respect to the clog from October 27, 2022, CS testified that they were called to the residential complex due to water leaking in the backrooms of the hotel. Upon investigation they discovered that the pipes had been broken and proceeded to replace them.
34. The Tenant disputes the damages alleged by the Landlord and explains that she only admitted to the first clog out of extreme anxiety; the Tenant explains that the items retrieved by the plumber from clearing the clog were not used by her family/occupants but could be from the summertime when the rooms were rented. The Tenant later admits that it is possible that someone in her household clogged the toilet, but they definitely did not flush the tampons.
35. With respect to the second clog, the Tenant strongly denies any involvement in contributing to the clog or tampering with the valves located in the furnace room.
36. Based on the evidence before the Board, I am satisfied that the clog and subsequent damage to the drain line on January 12, 2022 was related to the Tenant or their occupants' wilful or negligent conduct of improperly disposing items down the toilet, blocking the line. While the Tenant denies this, her admission on the day of the incident as confirmed by her states otherwise. I find the damage is not undue and the amount claimed by the Landlord is the actual cost incurred by them to restore the line to normal function. As such, I find it appropriate to award this amount in full.
37. With respect to the flood from October 27, 2022, I find the evidence is insufficient to establish that this clog was related to the Tenant's conduct. In fact, the plumber's evidence confirms the Tenant could not have caused the pipe to break which resulted in the flood. As such this claim is dismissed.

TENANT'S APPLICATIONS

38. The Tenant's T2 and T6 applications were filed on September 2, 2022; pursuant to subsection 29(2) of the *Residential Tenancies Act, 2006* and the principles found at paragraph 9 of *Toronto Community Housing Corporation v. Allan Vlahovich*, 2010 ONSC 1686, the limitation period cannot extend beyond September 2, 2021 with respect to any remedy.

Substantial interference & Harassment

39. As the water shut off for this period, between January 4 and 21 was discussed in the Landlord's section 89 claim, the question before me is whether the Landlord substantially interfered or harassed the Tenant and their occupants/guests by shutting off the water during this period. I find they did not.
40. I say this because I find the requirement to turn off the water arose from the clog in the Tenant's toilet which caused flooding in the spaces below that shared the same drain line. The Landlord's evidence, which is not disputed by the Tenant, was they contracted the work to a plumber who attended and performed repairs.

41. CS testified that the Tenant and all residents were requested not to use water for 24 hours but did not follow those guidelines which resulted in a delay in the timeline for the work to be completed as further flooding occurred which need to be addressed and cleared. Then, the City got involved to ensure the clog did not impact their drain lines. So I cannot find this constitutes harassment or substantial interference as I find the Landlord acted quickly and effectively to minimize the disruption to the motel's residents and this claim must be dismissed.
42. The Tenant asserts that the water shut off again on the following dates: January 29-31, 2022; February 28-March 5, 2022; March 15-22 and May 26-October 12, 2022 and that the Tenant was not informed of the reason why. I do not find this to be true as the Tenant's testimony and Landlord's evidence confirms the Tenant was sent emails with notices about the water shut down each time that was happening and she was aware and was kept informed by the Landlord's staff of the issue with the pump, clogs, etc.
43. Based on the evidence before me I find the shut off of water for the period January 29-31, 2022; February 28-March 5, 2022; and March 15 -22, 2022 were related to multiple clogs and sewage backups that occurred at the property. I say this based on the plumber's report and invoices and correspondence between the parties. So I cannot find the Landlord to be in breach of subsection 21 of the Act as I do not find the water was withheld deliberately, rather, the Landlord was occupied in servicing repairs which I find to be both timely and effective. I also find the Tenant had access to other rooms in the hotel while the repairs were being conducted in efforts to minimize the disruption to her reasonable enjoyment of the premises.
44. However, I find the water shut off for the period May 26 2022 to October 12, 2022 to be unreasonable. I say this because while the Landlord submits the building's supply of water came from the well that had major pipe issues in 2022 and so the system was old and unrepairable, it appears that the pump was eventually fixed on October 12, 2022 restoring water to the building but at a lower pressure. Thereafter, there were many disruptions in the supply of water until the Tenant moved out, although it is unclear whether she moved out due to the issue of water or because she broke up with her ex-boyfriend. I do not find these disruptions were deliberate on the Landlord's part, but I am satisfied they substantially interfered with the Tenant's reasonable enjoyment of the premises.
45. The Tenant submits that during the early period of disruption, she reached out to the City by-law to report the issue who investigated and confirmed in late June 2022 that since the Landlord applied for a demolition permit, and after speaking with the Landlord, their engineer and plumber, the problem was not fixable, and nothing could be done. The by-law case was closed.
46. The Tenant submits that she had to stop paying her rent June 2022 onwards as she was forced to incur the added expense of water each month; further, she had to go to her mom's place to shower, use the bathroom in public places and did not have access to laundry. The Tenant further testified that she couldn't make meals, wash dishes and her children missed a lot of school due to personal hygiene discomfort.
47. While the Tenant denies the Landlord doing so, the Tenant's witness confirms that the Tenant told her (and she observed during her visits to the rental unit in October and November 2022) the Landlord was providing water bottles to the remaining motel residents

since June 2022 and the Landlord installed a port-a-potty as well since July 2022 to mitigate the lack of water issue. The Landlord submitted receipts for the water purchase but they were not supplied weekly as the Landlord asserts and provided invoices for the port-a-potty rental.

48. The Tenant confirms she used the port-a-potty during the day but was afraid to go at night because PM would be drunk and she felt unsafe. The Tenant further confirms that she did not inform the Landlord of her fear for her safety regarding PM nor did she inform the Landlord that the water provided was insufficient.
49. I find that while the Landlord provided alternative sources of water it was not enough to sustain the laundry, hygiene, cooking, dishwashing, and drinking by the Tenant and her kids.
50. I find the Tenant is entitled to a 50% rent abatement for the period May 26, 2022 to November 15, 2022 and a 25% rent abatement for the period November 15, 2022 to February 9, 2023, or \$5,576.45.
51. The Tenant also seeks reimbursement for the damages to her property, transportation and out of pocket expenses as well as storage costs but provided no evidence in support of these items. So these claims are dismissed as there is insufficient evidence to demonstrate the costs incurred.
52. With respect to the Tenant's request for general damages, it is settled law that the Board may order general damages. In *MackKay v. Sanghera*, (2001) CarswellOnt 2349 (Div. Ct.) (e)(C), this court held that the residual clause in the Act, then section 34(1)(5) which permits the Tribunal to "make any other order that it considers appropriate" afforded a basis for an award of damages to tenants for consequential damage arising from a landlord's breach of its obligations under the Act.
53. The goal of general damages is to address the stress, anxiety and mental health impacts to a party which are different to the loss of full value for the rental that a rent abatement remedy provides. As such, in all the circumstances, I find that it would be fair to order the \$1,000.00 towards general damages to the Tenant given the evidence before me and the impact on the Tenant and her children.

Cricket Bat Incident

54. The Tenant testified that the Landlord came to her unit on June 12, 2022 with cricket bats in what she felt was an attempt to evict her. She submits they did not provide notice and were yelling and screaming while being onsite. The Tenant presented a photograph in support of her assertion which shows three individuals outside on the driveway of the property, one holding a cricket bat.
55. The Landlord confirms they attended the property that day and submits it was in response to the Tenant's complaint for mold which they wanted to check but the Tenant did not provide entry. The Landlord denies attempting to threaten or interfere with the Tenant in any way and submits he had the bat in preparation for his cricket match.

56. In reviewing the photographs submitted by the Tenant, it appears the Landlord and his agents do not appear to be demonstrating any gesture of aggression, and it appears they are talking to each other. It is unclear whether the police were called or whether they attended the property. As such, based on the evidence before the Board, I find it is insufficient to establish that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the premises or that the Landlord harassed, threatened, coerced the Tenant on June 12, 2022. As such, this claim must be dismissed.

Illegal notices of termination

57. It is uncontested that the Tenant received three N13 notice of termination before the one served to her in September 2022. These were on April 1, 2022, April 6, 2022 and July 6, 2022. While not all of them were actually on the Board form, the reasoning provided is substantially compliant to the N13 notice of termination.
58. The Tenant submits the Landlord attempted to have her and her family move out by pressuring them with the multiple notices of termination.
59. The Landlord submits that in April 2022, the decision was made by the Landlord to start the process to demolish the property. The Landlord submits they were merely communicating this with the residents at the property and while some of them chose to move out, there was no pressure on anyone to do so.
60. The Landlord confirms that the building permit to demolish the premises was received in July 2022 from the city, and that as by-law confirmed with the Tenant that the Landlord had started an application. The Landlord further confirms the building was demolished in May 2023.
61. Based on the evidence before me, I find the evidence insufficient to establish that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the premises or that the Landlord harassed, threatened, coerced the Tenant in April 2022 and July 2022. The Landlord's evidence confirms they had valid grounds and followed through with their notices to the Tenant to demolish the premises. While unnecessary, I don't find the service of three notices in the span of four months constitutes harassment or substantial interference and as such, this claim must also be dismissed.

Loss of Internet Service

62. It is uncontested that there was a disruption in the Tenant's internet service in May 2022; it is also uncontested that internet was a service included under the lease agreement and that the landlord provided a \$50.00 credit to the tenant for this disruption in May 2022.
63. The Tenant testified that the disruption to the Internet continued from May 14th 2022 until she moved out of the rental unit and the Tenant seeks compensation for this disruption.
64. While the Landlord denies interfering with the Tenant's access to the internet at the residential complex, I find that the correspondence between the parties from October 26 2022 confirms the Tenant's assertion that the access to the internet was unilaterally removed after an employee of the landlord was let go.

65. The lease agreement submitted to the Board is clear that internet is included in the rent and so I find the Tenant is entitled to a remedy.
66. Since this issue would have been more appropriately brought under a T3 application, I find, in assessing the impact on the Tenant of this discontinuance, including overusing her monthly data on her cellphone, her children not being able to use internet for their schooling, that a monthly credit of \$50.00 is appropriate for the period June 2022 – November 2022 since the Tenant already received a credit for May 2022 and no longer resided at the property after November 2022. The total amount awarded for this issue is \$300.00.

Disrepair

67. The issues of disrepair listed in the Tenant's T6 application include the following: window crack, floor nail stick out, mold in shower, corrosion spots in shower, pipe under sink leaked; window leak, no backsplash, no proper railing, no screen on window and no carbon monoxide detector in unit.
68. At the hearing, the Tenant only testified to the issue of mold in her shower and the window leak in her bathroom. As such, I find the remainder of the issues to be abandoned, and these claims shall be dismissed.
69. The Tenant testified that after she moved into the rental unit, she discovered in June 2022 that the water would leak into her unit when it would rain and create a damp smell. Further, she testified that there was mold in her unit in the shower. When she told the Landlord, about the mold, the resolution provided was to buy and use the mold cleaning spray; when she told the Landlord about the leaky window, the Landlord did not investigate the issue. These issues remained unresolved up until she moved out.
70. On cross-examination, the Tenant confirmed her unit had been newly renovated and that the Landlord and her went through a checklist confirming that the windows were "recently installed" and there was no damage to them identified on the checklist when the Tenant signed on May 21, 2021. The Tenant also confirmed that the Landlord attended her unit on June 12, 2022 to investigate but she did not permit entry as they had not provided notice of them coming and it was 7:30pm.
71. The Landlord submits that once they received the complaint from the Tenant, they went to investigate the issue the following day but the Tenant failed to provide access – the Landlord could not recall whether the Tenant was provided with notice in advance for this entry.
72. The Landlord submits they had their property managers address the Tenant's concerns but could not produce evidence to confirm that the mold issue resolved or that the window was fixed by the time the Tenant vacated the rental unit.
73. 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 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.

74. Based on the evidence before the Board I am satisfied that the rental unit was in a state of disrepair when there was mold discovered in June 2022 and the windows caused rain to leak into the rental unit. While the Landlord submits the rental unit was newly renovated, this did not make it immune to issues; while the Landlord submits they attempted to investigate the issue when raised by the Tenant they could not confirm whether proper notice was given and so I do not find the Tenant's refusal for their entry to be unreasonable. While the Landlord asserts they addressed the issues there was no evidence before me to corroborate this claim nor were the property managers PM or Sasha presented as witnesses to speak to this issue – I do note PM was summonsed but did not appear on the last two occasions.
75. Given the impact on the Tenant, and my knowledge and experience in other similar matters, I find the Tenant is entitled to a remedy of a 5% rent abatement for these issues for the period June 12, 2022 to November 15, 2022 or \$399.36. In determining the appropriate remedy, I have considered the fact that the Tenant could not shower in her unit for a period of time and the fact that she did not reside there after November 15, 2022.

Request for Fine

76. The Tenant requests that a fine be levied against the Landlord for their alleged egregious conduct.
77. An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligations.
78. I am not satisfied that the circumstances in this case warrant imposing a fine. I say this because first, I believe the abatement awarded to the Tenant is a sufficient deterrent. Second, I am not satisfied that the Landlord's actions were deliberate or malicious in nature. The Landlord experienced serious issues with the property and made efforts to work with the situation they were in – although not fast enough – but did mitigate by providing alternatives, although insufficient.
79. So the request to impose a fine on the Landlord is denied.
80. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The application is amended to remove Invictus Legal LLP and Abhay Mathur and is amended to include the owner, 13071189 Canada Inc.

2. The amount the Tenant owes the Landlord is \$9,642.38 which represents the following:
 - \$8,447.77 for rent arrears and costs related to the L1/L2 application owed to February 9, 2023 and deducts the N13 compensation.
 - \$1,194.61 for the damages as a result of the clog on January 12, 2022 and the application filing fee.
3. The total amount the Landlord shall pay the Tenant is \$7,275.81. This amount represents:
 - Rent abatement of \$399.36 for the disrepair to the rental unit;
 - Rent abatement of \$5,576.45 for the substantial interference related to the lack of water in the rental unit between May and October 2022;
 - \$300.00 for the discontinuation of the internet which was a service provided in the lease agreement; and
 - \$1,000.00 general damages awarded to the Tenant.
4. The Tenant shall pay the Landlord \$2,366.57 on or before February 13, 2026.
5. If the Tenant does not pay the Landlord the full amount owing by February 13, 2026, the Tenant 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

Sonia Anwar-Ali
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.