



Order under Section 30 Residential Tenancies Act, 2006

Citation: Desjardins v G&S Group of Properties, 2026 ONLTB 11535

Date: 2026-02-03

File Number: LTB-T-052892-23

In the matter of: 126, 2660 NORBERRY CRES
OTTAWA ON K1V6N2

Between: Roberte Desjardins Tenant

And

Norberry Residences Landlord

Roberte Desjardins (the 'Tenant') applied for an order determining that Norberry Residences (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 June 23 and concluded on August 29, 2025.

The Landlord's legal representative Charlie Bobrowsky, the Landlord's agent Vladimir Ivic, the Tenant's legal representative Ahmad Alzameli, the Tenant's witness Olivia Keays and the Tenant attended the hearing.

The parties were directed to provide closing submissions in writing, these were received on September 12 and 15, 2025 and have been considered in the determinations as outlined in the Order.

Determinations:

1. As explained below, the Tenant has in part proved on a balance of probabilities the allegations as contained in the application, therefore, the Landlord must pay the Tenant \$3,971.94.

Preliminary Issue:

2. It was submitted that the application outlined the incorrect parties as the lawful Landlord. The parties' agreed that the Landlord is "Norberry Residences," the application was amended accordingly.
3. The application was filed with the LTB on July 6, 2023, amended on June 17, 2025 and with a final request uploaded in the Board's record on June 23, 2025. The only remedy

that was being amended is the request to amend the claim for general damages from \$10,000.00 to \$27,724.45 therefore reaching the Board's jurisdictional limit.

4. The Landlord objected to the amendment. While noting the Landlord's objection I outlined that in only very exceptional circumstances do claims as before the LTB reach the jurisdictional monetary limit and accepted the amended claim.

Background to the proceedings

5. The Tenant moved into the 1st floor 3-bedroom apartment rental unit on March 1, 2015, she resided there with her husband and minor child, they vacated on December 26, 2023 pursuant to an LTB order on consent terminating the tenancy.
6. The lawful rent was \$1,418.33, the Tenant did not pay rent from July to December 26, 2023. The non-payment of rent was the subject of the Landlord's L1 application filing.

Tenant's evidence

7. The Tenant relies on the "Updated Tenant's Book of Evidence" (DOC-6253451) along with video and other documentary submissions.
8. On June 4, 2023, the Tenant discovered the bathroom was flooded with sewage, including feces, and it spread into the hallway, they immediately called building emergency maintenance.
9. Surrounding the circumstances as arising from the incident of June 4, 2023, the Tenant testified that:
 - The superintendent arrived about 30 minutes later, but said he couldn't fix the issue alone and would return with more help "in a few days."
 - A tenant insurance claims examiner came around 5 a.m. that same day to inspect the damage and that they were "told to leave the rental unit."
 - The Tenant and family moved to temporary accommodations as paid for by their insurer. Staying at different hotels for over 40 days using up all available coverage and incurring an insurance deductible of \$1,000.00.
 - There was prior flooding that had happened before (in 2021 and 2022), and was reported.
 - On June 5, 2023 the Tenants were advised by property management that the new flood was caused by other tenants misusing their dishwashers and washing machines.
 - Management initially said they would find the Tenants a similar unit for a lease transfer into, but later suggested an increased cost of \$277.00 more per month for a similar but smaller unit which the Tenants said was unaffordable.
 - On June 27, 2023 they received a notice of entry for June 28, 2023, the Landlord advising that they would be entering the rental unit to conduct repairs.
 - As of July 7, 2023 they were advised by the Landlord that the floor had been replaced.
 - They did not have a safe place to live, and the only options offered were:
 - a) wait indefinitely for Vladimir (VI) to return, or

- b) pay \$1,695.00 for another apartment in the building which was also a 3 bedroom but smaller.
 - Given the extent of damage they were worried the unit was not hygienic or safe due to sewage exposure and that repairs may not meet health standards.
 - The flood damaged bathroom fixtures, counters, and items and flooring in the hallway.
 - Attempts to get a hold of (VI) were blocked by management as it was said he could not be reached given that he was away on sick leave.
 - The tenants vacated the rental unit and lived in multiple temporary accommodations until they travelled to Lebanon in October 2024.
10. The Tenant submitted that as a result of the incident and being displaced from the unit, the family's health and well-being have suffered on the account of her husband, specifically that he has disabilities from a motor vehicle accident and requires stable home care.
 11. This was confirmed by the Tenant's witness the Tenant's husband's social worker Olivia Keays who had been assisting him in rehabilitation and therapy post a motor vehicle accident since January 6, 2023. That it was her opinion that his condition had declined after the flood incident and rehabilitative care was put on hold during the period that the Tenants resided in hotels in part due to access to adaptive equipment that remained in the rental unit.
 12. That as a result of being displaced from the home, the Tenant's husband's condition worsened, inclusive of experienced loss of appetite, withdrawal, and increased anxiety. And that she had to take on more of the caregiving function, and take on more errands, and responsibilities.
 13. Overall, that the situation has caused significant emotional stress and hardship for the family, so much so that they never returned to live in the rental unit after June 4, 2023.
 14. In closing written submissions the Tenant submits that the occurrence of June 4, 2023 *"was not an isolated event, similar drainage back-ups occurred in 2021 and 2022, each reported to the Landlord, but no permanent solution was ever implemented."* And that *"the Tenant made repeated requests for the Landlord to address the root cause of the flooding and to ensure that the building's drainage infrastructure was brought into compliance with municipal health and safety standards."*

Landlords evidence

15. The Landlord's property manager Vladimir Ivic (VI) testified that:
 - He has been the property manager for approximately 10 years and was present when the plumber attended the unit following the flooding where it was identified that wipes, garbage bags, and other foreign objects clogged the stack, which caused the backup.
 - The backup impacted only the Tenant's rental unit as the unit is located under the sanitation line/ sewer stack running from the upper to lower levels.

- The landlord acted promptly, with plumbers attending within hours on June 4, 2023, even on a Sunday. The toilet was unblocked immediately on the same day.
- The clog was not caused by the landlord's neglect or maintenance issues, that it was more likely than not that other tenants flushed the items that caused the blockage.
- Once the foreign objects were removed, the plumbing system functioned properly and there were no further backups.
- The rental unit was cleaned up for the large part of physical signs of feces and other materials, and that the smell was mostly gone when inspected by the maintenance coordinator.
- The repairs to the flooring took approximately five weeks commencing on June 15, 2023 due to the need for the floor to settle and for materials to be ordered and that the unit was never uninhabitable with essential rooms and plumbing remaining usable throughout.
- The Landlord questioned the assertions that the rental unit was uninhabitable as submitted by the Tenant as in September 2023, he saw the Tenant daily retrieving mail.
- Lastly that the Tenant refused to come back to the rental unit until assurances were made that there would be no more plumbing issues in writing. The Landlord was not in a position to make such guarantees in writing as this is a multi tenant complex.
- He was surprised that the Tenant and family were staying in a hotel given the extent of the damage.
- VI was away for one week from June 12-16, 2023 only, returning to work on June 19, 2023 and that the order for repairs inclusive of flooring order was already in progress at the time.
- When asked about prior plumbing issues in 2021 and 2022 (VI) submitted that he would have to "dig up" the records if these existed.
- Additional moisture was found in the rental unit after July 12, 2023, the Landlord issued a letter to the Tenant on September 12, 2023 outlining that the water that the Tenant complained of was in respect of a window A/C unit that was improperly installed causing lifting near the area of the A/C unit. (DOC-5828739) This was also repaired.

16. The Landlord relies on invoices for plumbing repairs as conducted on July 4, 2023 DOC-4305458 and cleaning services for disinfection of the unit as conducted on July 12, 2023

(DOC-2855109). And for a more comprehensive flushing and work completed by Scooter Rooter Inc. on June 6, 2023 in the amount of \$2,962.30 (DOC-4305502).

17. On June 5, 2023 the Landlord sent the following notice to the Tenant:

"We are writing to provide you with an important update regarding the upcoming flooring repairs in your unit. After careful consideration and coordination with the flooring contractor, we have scheduled the repair work to commence on July 10th, 2023. The flooring contractor has estimated that the job will take approximately 2-3 days to complete. During this time, it is essential that all items be removed from the floor to prevent any potential damage. We kindly request your cooperation in ensuring that your belongings are safely stored away from the designated repair areas. Please be aware that during the repair process, there will be some dust generated. While the contractor will make every effort to minimize its spread, we advise taking necessary precautions, such as covering furniture and belongings, to mitigate any inconvenience."

18. While the Tenant did not pay rent for the period of July to December 2023, the Landlord was not able to take possession until the LTB issued the order, terminating the tenancy on consent with the termination date of December 26, 2023.
19. In closing, the Landlord submitted that repairs including replacement of flooring were completed within a reasonable timeframe, and the unit remained habitable throughout the process, with essential rooms and facilities unaffected. That the tenant provided no evidence proving landlord neglect or showing that previous unrelated issues were caused by maintenance failures. And that the tenant's social-worker-related evidence is irrelevant, as it pertains largely to a non-tenant.
20. Overall, "the landlord's general position is that it met its obligations under the Residential Tenancies Act, acted reasonably and promptly, and therefore the tenant's application should be dismissed or, alternatively, result in minimal remedy given the lack of proven loss."

Analysis

21. Pursuant to s. 20(1) of the RTA, a landlord is obligated to maintain the rental unit in a good state of repair and fit for habitation.
22. 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.
23. Based on the oral and evidentiary submissions of the parties I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair or maintain

the rental unit and failed to comply with health, safety and housing maintenance standards. I say this for the reasons as outlined.

24. In the case before me, the Landlord responded to the flood almost immediately, the superintendent arrived about 30 minutes after the emergency call was placed to report the flood. Even though the issue could not be fixed immediately, the Landlord contracted the services of Scooter Rooter Inc. on June 6, 2023 to conduct a flush of the sewer stack and related work, incurring an additional cost of \$2,962.30.
25. However, the evidence was that there were delays in the installation of new flooring and the final disinfection, which was not done until July 12, 2023. The Landlord's property manager (VI) said the unit was not uninhabitable during the period of June 4, 2023 to when the unit was finally cleaned and the floors were replaced. The expectation of the Tenant and family of being able to occupy the unit during this time were highly unrealistic. Raw sewage is considered a major biohazard containing harmful bacteria, parasites and viruses that can cause serious diseases, not limited to hepatitis A and various inflammatory disorders.
26. The occurrence of June 4, 2023, requires the engagement of professional cleaning crews, the use of protective equipment (PPE) and sanitation of the impacted area(s) to prevent infections that can be airborne, ingested or acquired through physical contact.
27. In the case before me, the Landlord did not fully sanitize the rental unit until July 12, 2023, any cleanup initiatives undertaken at the local level through the Landlord's immediate staff would have been ineffective in addressing the issues. I say this as feces and sewage were said to have flooded into the hallway of the rental unit where wood parquet was the primary floor cover. Wood being a porous material therefore becoming contaminated upon contact.
28. (VI) testified that the building was constructed in 1967, and that drainage systems are generally serviceable for approximately 50 years. It was submitted in closing by the Tenant that therefore "the drainage system had already exceeded its expected service life by six years at the time of June 4, 2023. And that the event of June 4, 2023 was both foreseeable and preventable." However, based on my understanding of other cases before the Board there are a number of factors which may impact the longevity of sewer and plumbing infrastructure, namely, the materials of the piping construction, environmental factors, water quality, water pressure among other factors.
29. Here there was no expert testimony about the quality of the drainage infrastructure to support the assertion that the Landlord was negligent in addressing what the Tenant refers to as a foreseeable and preventable incident. Nor was there any evidence adduced about any possible repairs that may have been undertaken during any prior period of time, (VI) while making submissions of his own opinions, is not an expert and has been an employee of the Landlord for the last 10 years only.
30. Additionally, the Tenant testified to the plumbing problem as one that has occurred in the past and that had not been rectified from on an infrastructural stand point. Aside from making submissions of the plumbing problems in the main bath in 2021 and again in laundry room in 2023, there was no evidence to support these past instances.

31. On that basis of the above outlined reasons, the Landlord will be ordered to pay the Tenants an abatement of rent for the period of June 4, 2023 to July 12, 2023. And while I understand that the Tenant and family sought a movement to another rental unit and continued to seek reassurances that another flood would not be reoccurring, I am satisfied that the Landlord was not in a position to make such confirmation given the location of the rental unit #126 and the top down construction of the sewer system nor were they legally required to move the Tenant to another rental unit on the basis of the event.
32. The Tenants were covered through a tenant insurance policy, one that is in place for incidents such as the one that occurred on June 4, 2023. Beyond being worried about possible future incidents of flooding, there was insufficient evidence to support as to why the Tenant and family did not return into the unit once their tenant insurance policy coverage for accommodations had expired and the rental unit was finally confirmed to be repaired and sanitized on or about July 12, 2023. And while it was submitted that there may have been residual water penetration from the flood in July 2023, the evidence suggests that any water penetration was found under a window and not located anywhere near the bathroom. Therefore, it is more likely than not that the water damage arose from prior water penetration entering from a window, a leak or a missing seal around the window AC unit.
33. If it was the Tenant's positions that they no longer wanted to reside in the unit, a notice of the same would have been a reasonable expectation. Here the Tenant and family submit not to have returned into the unit, they did not return vacant possession, and no rent was paid for July through to December 2023. The tenancy was finally terminated on consent as of December 26, 2023.

Remedies

Abatement of rent

34. The Tenant's seeks 5 months of abatement of rent totalling \$7,075.55. For the reasons outlined above, the Landlord shall pay to the Tenant abatement of rent from June 4, 2023 to July 12, 2023, this is for a 38 day period totalling \$1,771.94.

Out of pocket expenses

35. The Tenant is seeking \$200.00 in out-of-pocket expenses because of the Landlord's breach, specifically the Tenant is seeking reimbursement of costs in connection to increased travel/ gas consumption incurred with more frequent travel required for food and necessities and to check in on the rental unit, when they moved out to a hotel due to the inhabitability of the rental unit.
36. Given that the Tenants decision to leave the unit was a reasonable response and this was submitted to have been done on the advice of the insurance adjuster, given the state of the rental unit for the period of June 4, 2023 to July 12, 2023, I accept that the Tenant incurred additional expenses for transit and in connection to everyday life expenses when living in temporary accommodations. The claim for \$200.00 is not unreasonable in these circumstances.

37. Therefore, the Landlord must pay the Tenant \$200.00 for these out-of-pocket expenses.

General damages

38. As outlined in the Tenant's submissions *"the tenant is seeking an amount of \$27,724.45, in general compensation for the significant emotional and psychological distress caused by the landlord's negligence. This includes the fear of recurring flooding, the loss of trust in the safety of the unit, and the emotional turmoil experienced by the tenant's family—especially her husband, who has disabilities and has suffered from further physical and psychological distress as a result of the displacement."*

39. The Tenant further submits that the *"general compensation reflects the severe emotional burden, the disruption to the tenant's life, and the added caregiving responsibilities the tenant had to take on due to her husband's deteriorating health, all of which stem directly from the landlord's failure to maintain the property in a habitable condition."*

40. The Tenant testified that her husband is disabled and unable to work as a result of a MVA, the absence of access to his specialized medical equipment, specialized bed, and dietary supports caused a deterioration in his physical condition and a significant decline in his mental health. This was confirmed by the testimony of his social worker. Undoubtedly the departure from the rental unit into temporary accommodations had a destabilising effect on the entire family, there was also their school aged child that was impacted. And while I am sympathetic to the medical condition(s) of the Tenant's husband, the symptom's as complained of are a direct result of preexisting conditions arising from a motor vehicle accident, the incident of June 4, 2023 regrettably may have delayed his recovery process.

41. Given the evidence and impact upon the Tenant and family as described above, as a result of delay in restoring and sanitizing the unit fully, to render it habitable but not before July 12, 2023, the Landlord shall pay to the Tenant a lump sum amount of \$2,000.00 as an award for damages. I consider this to be fair in the circumstances as arising.

42. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord shall also pay the Tenant is \$3,971.94. This amount represents:
 - \$1,771.94 for a rent abatement for the period ending July 12, 2023.
 - \$200.00 for the reasonable out-of-pocket expenses that the Tenant has incurred.
 - \$2,000.00 for general compensation.
2. The Landlord shall pay the Tenant the full amount owing by February 14, 2026.
3. 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

Alicia Johnson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.