



Order under Section 31 Residential Tenancies Act, 2006

Citation: Mitchell v Kenron Residents Association Kenron Estates, 2026 ONLTB 152

Date: 2026-02-18

File Number: LTB-T-039142-22

In the matter of: Part 50 21R-14824, 6 Lilac Lane
Belleville Ontario K8N4Z3

Between: Paul Mitchell Tenant

And

Kenron Residents Association Landlord
Kenron Estates

Paul Mitchell (the 'Tenant') applied for an order determining that Kenron Residents Association Kenron Estates (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; or 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 July 11, 2023, December 12, 2025 and January 2, 2026.

The Landlord's agent Mike Anderson, the Landlord's representative Kevin Kok and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the T2 application on a balance of probabilities. Therefore, the total amount the Landlord shall pay the Tenant is \$5,191.55.
2. The Tenant filed a T6 Application on March 1, 2022 pursuant to s.29(1) [Residential Tenancies Act, 2006](#) (the 'Act') alleging the Landlord breached an obligation under s.20(1):

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards

3. The Tenant's T2 application, also filed on March 1, 2022, relies upon the same issues and particulars identified in the Tenant's T6 Application and alleges the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant
4. Both applications request an order that the Landlord fix the grading on the Tenant's lot so that it no longer floods and that the Landlord repair all damage caused. The Tenant additionally seeks compensation in the amount of \$15,617.12 for expenses incurred in relation to the lot grading issues. Neither application makes any claim for a rent abatement.
5. The Tenant started living at the rental unit in November 2020, however the Tenant has since vacated. As such, the only remedy before the Board pertains to the monetary compensation claimed in the Tenant's applications.
6. The Tenant Paul Mitchell ("PM") leased a lot from the Landlord upon which the Tenant's mobile home was located. Since taking possession of the home, the Tenant alleged his lot sustained excessive water flooding/ponding. The cause, according to the Tenant, is the Landlord's failure to address lot grade-raising actions taken by the neighbouring tenants immediately to the south ("5 Juniper"). In particular, it is alleged that the tenants at 5 Juniper impeded the natural drainage of water on the Tenant's lot due to actions taken along their property line, including but not limited to the placement of a shed blocking the swale; the location of miscellaneous furniture/items including gravel, stone, filter cloth and boards along the adjoining fence and property line.
7. As a result, according to the Tenant, water would accumulate on the Tenant's lot and pool in the crawl space underneath the Tenant's house. The Tenant produced multiple pictures of the south-east corner of the Tenant's property line showing raised grading on the adjoining 5 Juniper lot, as well as the accumulation of water during raining at various locations on his lot and underneath his home and patio stones.
8. The Tenant testified the drainage issues commenced in the spring of 2021 and a letter written by the Tenant to the Landlord's Board of Directors from April 17, 2021 was produced, whereby the Tenant states:

...on two previous occasions over these past 4 weeks we discussed various solutions regarding the natural overland flow which travels front to back...you had mentioned you were discussing the drainage and water issues with the owners of Parts 52 and 53

...

...the natural overland sheet flow through Parts 52 and 53 is blocked by the addition of 2"-7" of soil, crushed stone, filter cloth, stored items, fence footings, sumps and sheds on Parts 52 and 53. I understand the shed on Parts 52 and 53 are grandfathered however the sheds on Part 53 and 52 impact the natural overland flow route which is causing flooding and costly damages to Part 50.

Due to blockage of natural overland flow significant ponding of water, water retention, flooding, soil erosion, fence footings being lifted out of the ground up to 1 foot are occurring resulting water damage to my home and sheds

9. The Landlord acknowledged receipt of the Tenant's correspondence and Landlord's representatives attended onsite on May 8, 2021.
10. When the problem persisted, the Tenant subsequently engaged Jewell Engineering to attend at the property on September 3, 2021 and to provide alternative solutions. A report dated September 17, 2021 (the "JE Report") was produced with the following observation noted:

From the survey, it appears that the site was intended to drain naturally towards the south, however the placement of fill against the property line prevents natural drainage in this direction.

11. A further visit was arranged during flooding conditions on September 23, 2021, with an updated JE Report rendered on September 24, 2021 (The "*Updated JE Report*"). The Updated JE Report noted that flooding issues were present in two critical areas: along the south property line and under the house. The Updated JE Report also contained supporting pictures of water pooling in the rear lot along the property line, as well as flooding under the main structure. With respect to the pooling of water underneath the main structure, it was noted that water accumulation in this location "*has potential to cause permanent damage to the structure, and it is critical to drain water away from the house to prevent damage in the future*".
12. The Landlord's property manager Michael Anderson ("MA") advised that approval from the Landlord is required in respect any work conducted on the exterior of a home, such as installation of a new shed, or grading. MA was present during the May 2021 inspection at the rental unit and MA assisted the Landlord in drafting a letter to the Tenant on October 14, 2021 stating, in part,

...we ask the occupant of 5 Juniper to remove any items of hers' that might impede the natural flow of water through her yard. With Board approval, she has also removed soil from her yard and installed gravel along the property line to further improve drainage onto and off her site.

13. The Landlord takes the position they took some action, that prior occupants of the Tenant's site had contributed to changes in the natural terrain and that the sheer quantity of rainfall would have necessary led to water pooling. With respect to the accumulation of water under the Tenant's home, the Landlord noted this area was inaccessible to the Landlord and within the Tenant's full control, thus constituting "interior" property.
14. MA noted that the Landlord was willing to work with the Tenant, however the Tenant was unwilling to contribute towards an equitable split. The parties also disagreed on how to improve the drainage, with the Tenant proposing to having a french drain discharge water via overland flow to the property to the West. The Landlord disagreed and testified the natural flow was West to East, and not East to West. The Landlord sent a letter dated October 18, 2021 to the Tenant noting actions taken with respect to the adjoining tenant, stating, in part:

...the Board decided that a drainage swale was not necessary, but we asked the occupant at 5 Juniper to remove any items of hers' that might impede the natural flow of water through her yard. With Board approval, she has also removed soil from her yard and installed gravel along the property line to further improve drainage onto and off her site.

15. The Tenant responded that the recent actions taken at 5 Juniper have not alleviated the drainage issues experienced.
16. Based upon the evidence presented, I am satisfied the Landlord was made aware of the Tenant's concerns as of April 2021. In my view, the water flooding and pooling stems from the actions of the adjoining tenant and its resulting impact on the Tenant's lot, as opposed to a problematic grading issue on the Tenant's lot. While the Landlord admittedly attended on site and took some steps to address the drainage, the Landlord failed to take sufficient action as against the offending, adjoining tenant at 5 Juniper. I therefore find the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit.
17. As a result, the Tenant incurred the cost of the JE reports in the total amount of \$3411.25 and the cost of a sump- pump for a total cost of \$1695.00. I find it reasonable that the Tenant be reimbursed accordingly, as I am satisfied such charges were necessary to assess and to prevent further deterioration/adverse impact on the Tenant's lot. Moreover, I find such charges were related to the Landlord's failure to properly address the concerns raised by the Tenant regarding actions taken by the adjoining tenant.
18. The Tenant also submitted receipts for various other expenses, including legal fees of \$2000.00. While the Tenant stated the receipts submitted were in relation to the flooding, very few particulars were provided as to such charges and in the absence of additional information, it was unclear whether such costs resulted from the Landlord's actions and/or were necessary to repair or replace property that was damaged or destroyed. The balance of the costs claimed is therefore denied.
19. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$5,191.55. This amount represents:
 - \$5,106.25 for the reasonable costs that the Tenant has incurred as a result of the Landlord's actions.
 - \$85.30 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 1, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 1, 2026, the Landlord will owe interest. This will be simple interest calculated from March 2, 2026 at 4.00% annually on the balance outstanding.

February 18, 2026

Date Issued

Peter Nicholson

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.