



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-079463-24

In the matter of: 256 Cole Road
Guelph ON N1G3K4

Between: Nigel Shawn Joseph Duggan Tenant

And

Elavalakanar Kanakarathnam Landlord

Nigel Shawn Joseph Duggan (the 'Tenant') applied (T2 application) for an order determining that Elavalakanar Kanakarathnam (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.

Nigel Shawn Joseph Duggan (the 'Tenant') also applied (T6 application) for an order determining that Elavalakanar Kanakarathnam (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 February 12, 2026 at 09:00 am.

Only the Tenant attended the hearing.

As of 09:30 am, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The rental unit consisted of a room in a rooming house.
3. The Lawful rent was \$825.00 a month.
4. It was the Tenant's testimony that they signed a lease in July 2024 for a year long tenancy commencing September 1, 2024 and at the same time they paid the first and last months'

rent deposit totalling \$1,650.00. They also testified that at time of signing they were aware that there were renovations to be completed but the Landlord insisted they would be complete by September 1, 2024. This was supported by a copy of the lease entered in evidence.

5. They then testified that when they went to move into the rental unit on September 1, 2024, they discovered that the rental complex, was uninhabitable, lacking appliances, exposed wiring, and electrical outlets. They supported this with pictures taken at the time.
6. They then testified that the Landlord who was present at the time, again made promises of completing the renovations within the week, but as of September 9, 2024 this was not the case forcing them to find alternative rental arrangements. Again, this was supported by pictures taken on September 9, 2024.
7. The Tenants testimony was corroborated by their witness, Christopher Duggan, their father, who testified to having attended the property in July and September 2024.

Remedies sought.

8. Pursuant to the Tenant's application, the following remedies are sought.
 - a. Terminate the Tenancy effective September 1, 2024;
 - b. An abatement of rent totalling \$1,650.00 representing the first and last paid;
 - c. Reimbursement of out-of-pocket expenses totalling \$796.00;
 - d. Difference in rent totalling \$3,000.00;
 - e. Moving and storage cost incurred totalling \$403.46
9. Having considered the above testimony, evidence, and for the reasons that follow I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to maintain the rental unit and failed to comply with health safety, housing or maintenance standards.
10. 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.
11. In this case the uncontested testimony and evidence, namely the pictures entered in evidence, clearly show that the Landlord failed to maintain the rental property, despite being aware of the outstanding issues as of July 2024.
12. Furthermore, given the allegation of interference, pursuant to subsection 23 of the Act relates to the allegation that the Landlord failed to maintain the unit, I am also satisfied on

the balance of probabilities the Tenant has also proven their case in that regard. Accordingly for this reason and those above I am satisfied the Tenant is entitled to some of the remedies sought.

Remedies sought.

13. Specifically, I am satisfied based on the receipts entered in evidence the Tenant is entitled to the following:
 - a. Terminate the Tenancy effective September 1, 2024;
 - b. An abatement of rent totalling \$1,650.00 representing the first and last paid;
 - c. Moving and storage cost incurred totalling \$403.46; and
 - d. the costs for filing the application totalling \$48.00.
14. As to the other remedies sought, given the Tenant failed to provide a copy of their new lease and receipts for the out-of-pocket expenses, I am not satisfied they are entitled to them as sought.

It is ordered that:

1. The Tenancy is terminated effective September 1, 2024.
2. The total amount the Landlord shall pay the Tenant is \$2,101.46. This amount represents:
 - An abatement of rent totalling \$1,650.00 representing the first and last paid;
 - Moving and storage cost incurred totalling \$403.46
 - \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by February 28, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by February 28, 2026, the Landlord will owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 17, 2026
Date Issued

Kelly Delaney
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.