



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-087553-23

In the matter of: main floor, 146 ELLSWORTH AVE
TORONTO ON M6G2K6

Between: Dakota Kelly Tenant

And

Loyd Sewell Landlord
Edith Peart

Dakota Kelly (the 'Tenant') applied for an order determining that Loyd Sewell and Edith Peart (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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on February 5, 2026.

Only the Tenant attended the hearing.

As of 9:30 a.m., 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. The Tenant brings this application pursuant to section 29 of the *Residential Tenancies Act, 2006* (the Act), alleging that the Landlord substantially interfered with his reasonable enjoyment of the rental unit contrary to section 22 of the Act.
2. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant a total of \$30,949.64.
3. The Tenant moved into the rental unit on July 1, 2022, and moved out on July 1, 2025. The rental unit consisted of the main floor of a detached house with one bedroom, a

hallway, two bathrooms, and a kitchen. The upstairs portion of the house was occupied by another tenant. The monthly rent was \$1,300.00.

Substantial interference

4. The Tenant testified that throughout the entire tenancy, from July 2022 to July 1, 2025, the rental unit was not fit for habitation. He stated that the Landlord failed to remedy ongoing issues, substantially interfered with his reasonable enjoyment, and ultimately forced him to move out.
5. The Tenant's testimony, supported by photographs and documentary evidence, established the condition of the rental unit and the communication between the parties regarding the Tenant's complaints. Two City orders were issued requiring the Landlord to address deficiencies.
6. The Tenant testified that when he moved into the unit in July 2022, there was no proper main entry door separating his living space. Photographs show that the entry consisted of a rough, unfinished wooden stud frame installed in a hallway opening. The structure appeared makeshift and lacked proper drywall and finishing. The Tenant testified that individuals could see through the separation into his bedroom area. He stated that for the entire tenancy he lacked privacy and did not feel secure because the entry door was incomplete and unsealed.
7. The Tenant further testified that from the day he moved in, he repeatedly complained about the improper door. The Landlord promised to address the issue but never completed the work. At the time the Tenant moved out, the door remained unrepaired.
8. The Tenant also testified that the front entry lacked proper fire separation between units. He stated there was no adequate drywall or ceiling separation, creating a fire safety concern. Toronto Fire Services conducted an inspection in November 2024 and issued an order requiring remediation. The Tenant testified that the Landlord failed to comply.
9. The Tenant testified that three significant leaks occurred during the tenancy. The first occurred on November 17, 2022, when water leaked from the kitchen ceiling, resulting in visible mould growth. The Tenant testified that he notified the Landlord by text message and in person beginning November 17, 2022, and continued raising the issue weekly. He stated that the Landlord did not properly address the mould before he moved out on July 1, 2025.
10. The Tenant testified that the Landlord's response to the first leak was limited to painting over the ceiling without addressing the source of the water intrusion. Mould remained in the kitchen and bathroom areas.
11. The evidence shows mould on the kitchen ceiling and on the second bathroom floor and walls. The Tenant testified that he stopped using the second bathroom in November 2022 due to mould.
12. A second significant flood occurred on August 25, 2023. The Tenant testified that water covered the hallway ceiling and kitchen area, resulting in standing water and increased mould growth. After this incident, he testified that he could no longer viably use the

kitchen. He stopped using the stove and refrigerator due to mould contamination and recurring water damage. He stated that he used the kitchen only to store nonperishable items and occasionally used a rice cooker.

13. The Tenant testified that mould developed inside the oven, refrigerator, and walls. He also testified that the refrigerator malfunctioned and that cockroaches, including dead cockroaches, were found inside it. He stated that the Landlord did not properly remediate the mould or repair the kitchen. As a result, he frequently ate outside the home or ordered takeout.
14. A third flood occurred on February 22, 2024, again affecting the kitchen, hallway, and bedroom. The Tenant testified that the damage worsened, and that the unit became increasingly uninhabitable.
15. The City issued an order by November 7, 2024, requiring remediation. The Tenant testified that the Landlord did not comply.
16. The Tenant stated that due to mould, leaks, and infestation, he was unable to safely use the kitchen and attached bathroom from at least November 2022 onward. He described the unit as unsafe and unsustainable.
17. The Tenant testified that the conditions persisted for approximately three years and that the Landlord did not meaningfully address the issues. He stated that the deteriorating conditions ultimately contributed to his decision to move out on July 1, 2025.
18. Section 22 of the Act provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit or residential complex for all usual purposes by a tenant. The test under section 22 is objective. The interference must be significant and more than trivial. It must materially affect the tenant's ordinary use of the premises.
19. Based on the uncontested evidence and on a balance of probabilities, I find that the Landlord substantially interfered with the Tenant's reasonable enjoyment by failing to address ongoing leaks, visible mould, flooding, loss of functional kitchen facilities, loss of the second bathroom, and the absence of a secure and private main entry door. These conditions materially impaired the Tenant's ordinary use of the premises. The Tenant is therefore entitled to remedies.

Harassment, etc.

20. The Tenant testified that whenever he raised maintenance complaints, the Landlord responded with abusive language and told him to move out. The Tenant submitted a video recording from May 2025 in which the Landlord can be heard using offensive language toward him.
21. Section 23 of the Act states: A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
22. Based on the Tenant's uncontested evidence, I am satisfied on a balance of probabilities that the Landlord's conduct constituted harassment contrary to section 23 of the Act.

Withheld or interfered with vital services or care services

23. The Tenant did not establish that he was constructively evicted or that the Landlord withheld a vital service within the meaning of the Act. This claim is dismissed.

Remedies

24. The Tenant seeks:

- 50% rent abatement from November 2022 to June 30, 2025
- \$1,500.00 out of pocket expenses
- \$9,101.64 rent differential
- \$14,000.00 general damages
- A fine to the Board.

Rent abatement:

25. The evidence establishes that the Tenant lost use of the kitchen, second bathroom, and secure entry throughout much of the tenancy. The Tenant repeatedly complained, and the Landlord failed to meaningfully address the issues.

26. Given the severity and duration of the conditions, I find that a 50% rent abatement from November 2022 to July 1, 2025, is appropriate.

27. The Landlord shall pay \$20,800.00. This represents 50% of the monthly rent of \$1,300.00 for the period from November 5, 2022, to July 1, 2025.

Out-of-pocket expenses:

28. The Tenant did not provide documentary evidence supporting these claims. This portion of the claim is dismissed.

Rent Differential:

29. The Tenant moved out on July 1, 2025, and began paying \$2,058.47 per month for comparable accommodation. The difference is \$758.47 per month.

30. I am satisfied that the Landlord's conduct caused the Tenant to move. The Tenant is entitled to \$9,101.64 representing the increased rent from July 1, 2025, to July 1, 2026.

General Damages: Pain and Suffering

31. The Tenant seeks general damages for emotional distress and loss of housing stability. The Board has authority under section 31(1)(f) of the Act to award such damages.

32. I accept that the prolonged exposure to mould, flooding, lack of security, and harassment caused stress and mental distress. However, I find that an award of \$1,000.00 is reasonable and proportionate in the circumstances.

Administrative Fine

33. Guideline 16 provides that an administrative fine is appropriate where a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence. However, I am satisfied that the abatement awarded is significant and sufficient to encourage compliance. An administrative fine is not warranted in the circumstances

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$30,949.64. This amount represents:
 - \$20,800.00 for a rent abatement.
 - \$9,101.64 for increased rent the Tenant has incurred and will incur from July 1, 2025, to July 1, 2026.
 - \$1,000.00 general damages.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 7, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 7, 2026, the Landlord will owe interest. This will be simple interest calculated from March 8, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The tenancy between the Landlord and the Tenant is terminated as of July 1, 2025.

February 24, 2026
Date Issued

Joy Xiao
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.