



Order under Section 69 Residential Tenancies Act, 2006

Citation: Havcare Investments Inc v Keeble, 2026 ONLTB 7522

Date: 2026-02-27

File Number: LTB-L-066029-22

In the matter of: 901, 500 DAWES RD
Toronto ON M4B2G1

Between: Havcare Investments Inc Landlord

And

Terri-lynn Keeble Tenant
Don Valley Community Legal Services

Havcare Investments Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Terri-lynn Keeble and Don Valley Community Legal Services (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 6, 2023, May 13, 2024, November 6, 2025 and January 20, 2026.

The Landlord, the Landlord's witnesses Charles Musanhi and Mibhila Mohanan, the Tenant, the Tenant's witness Sharika Robinson, the Tenant's representatives Karly Wilson (for November 6, 2023 and May 13, 2024) and Michele Chek (for November 6, 2025 and January 20, 2026) attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$949.41. It is due on the 1st day of each month.
4. Payments are made on the Tenant's behalf by Toronto Transitional Housing Allowance Program ("THAP"), as well as ODSP.

Rent owing / lawful rent

5. The parties are in dispute as to the amount owing and lawful rents charged.
6. By way of background, the Landlord's Form N4 was served August 4, 2017 and alleged there was \$400 in rent owing for the month of August 2017. The Landlord filed the L1 Application approximately 5 years later on November 8, 2022.
7. In respect of the lengthy period of time between service of the notice and filing of the Application, the Tenant produced a chart outlining all payments made to the Landlord (\$88,318.17) and the legal rent charged (\$89,874.05) from August 1, 2017 through to January 31, 2026 (the "Tenant's Calculations") for a total rent balance owing of \$1555.88. Subject to 3 rent payments of \$400 (January 1, 2026, August 1, 2017 and September 1, 2017) which were included in the Tenant's Calculations in error, the Tenant claims that the Tenant's Calculations represent the true balance of owing – and not the balance claimed by the Landlord which far exceeded the Tenant's figures. I would agree.
8. The Landlord produced no actual bank records showing payments received, but alternatively, handwritten ledgers which appeared to have been made in preparation for the hearing and which purported to show payments charged and rents received over a period of 9 years. The onus to prove the allegations in the L1 application rest with the Landlord and for the reasons noted below, the Landlord's calculations lacked reliability.
9. For instance, the Landlord claimed that as of September 1, 2019 the legal rent was increased to \$886.67. The Tenant disputed this figure and produced a N1 notice received in the amount of \$852.44 as of September 1, 2019. As another example, the Landlord claimed that as of January 1, 2022 the legal rent was increased to \$897.51. The Tenant disputed this figure and produced a N1 notice received in the amount of \$881.64 as of September 1, 2022. In such cases where there is a discrepancy as to the legal rent amount, I prefer the Tenant's evidence. While the Landlord denied issuing such notices, it is unclear why the Tenant would "create" some notices matching the Landlord's figures and others that did not match. In the circumstances, I find it was more likely the case that the Tenant received such notices produced by the Tenant.
10. As noted, the Landlord produced handwritten charts outlining payments received during the extended period of time since service of the Form N4 to present. At times, the Landlord was forced to correct certain entries. For instances, when the Landlord was asked whether the Tenant voided the Form N4 in 2017 based upon the Landlord's initial itemized chart of payments, the Landlord was forced to correct certain entries and noted that some of the later 2017 payments were, in fact, received in 2018.
11. The Landlord also, at times, denied received payments on the Tenant's behalf from THAP and ODSP. As an example, in the calendar year 2020, the Landlord's chart shows no payments from ODSP from January 1, 2020 through to September 1, 2020. The Landlord stated that the Tenant cancelled her ODSP payments during this time. The Tenant stated there was an issue with her account during this time, but stated ODSP continued to pay

the Landlord directly. The Tenant, in support, produced ODSP payment records during that time. As an example for the month of April 2020, the Tenant produced an ODSP Statement of Deposit stub with the notation "*Pay Dir-Rent*" in the amount of \$452.44. While the Landlord alleged this payment was never received – in addition to other ODSP purported payments from January to September 2020 – I find the Tenant's evidence more convincing that these payments were delivered to the Landlord.

12. In sum, while the Tenant's calculations also required corrections (as noted above), I find the Tenant's figures to be more reliable. I therefore find the total rent arrears owing to January 31, 2026 are \$2,755.88.
13. The Landlord incurred costs of \$202.15 for filing the application and is entitled to reimbursement of those costs. Accordingly, the total amount the Tenant owes the Landlord for rent arrears is \$2,958.03.

Section 82

14. Section 82 of the Act permits the Tenant to raise any issue that could be the subject of an application provided certain notice requirements are met. The Tenant filed section 82 issues with the Board, outlining several maintenance concerns.

Electrical outlets

15. The Tenant alleges that "*all electrical outlets and lights not working except for 2 outlets in kitchen*". The Tenant testified the outlets were shorting all the time and that for 7 weeks in "*late 2022-2023*", she only had 2 functioning outlets. At the most recent January 20, 2026 hearing, the Tenant confirmed that the outlets were working, with the exception of 1 outlet in the kitchen and 1 on the living room wall which was not working. The Tenant testified she runs an extension cord from another outlet to the kitchen as a result.
16. The Landlord's maintenance worker, Charles Musanhi ("CM"), testified the electrical outlets were working when he checked them in the fall of 2025.
17. It is unclear whether CM checked all outlets and based upon the testimony given, I accept that two outlets are still not working. While Tenant seeks a 20% abatement for "*7 weeks*" noting that the "*majority of issue repaired June 28, 2023*", very few particulars were provided as to the period of time at issue in respect of the abatement. The Tenant's request for a rent abatement is thus denied. In the circumstances, however, I find it reasonable to order the Landlord to fix the remaining electrical outlets.

Refrigerator:

18. The Tenant alleges the fridge did not work starting in July 2023 for a period of 11 weeks and as a result, the Tenant had to use freezer packs. The Tenant seeks a 5% abatement during the time in question, as well as a \$480 reimbursement for spoiled food.

19. The Landlord denies there was a delay in replacing the fridge, stating a replacement fridge would have been immediately provided upon being notified, as the Landlord readily has spare refrigerators.
20. The onus to prove this allegation rests with the Tenant. While not a requirement to prove one's allegation, the Tenant produced no documentary or other corroborating evidence, nor did the Tenant produce any maintenance requests/correspondence with the Landlord or receipts/breakdown for the spoiled food. As the Tenant's evidence was vague and lacked particulars in respect of this issue, I find there was insufficient evidence presented to establish that the Landlord breached their maintenance obligations under the Act.

Pest issues:

21. The Tenant alleges she has been dealing with bed bugs and cockroaches since 2021, elaborating that cockroaches come out of vents, electrical outlets, nesting inside of her stove and coming out "everywhere".
22. The Tenant also stated she had bedbugs on "5 different occasions" and had to incur the cost to deal with them notwithstanding requests made to the Landlord. The Tenant noted she lost property and currently has cockroaches in her unit.
23. The Tenant acknowledges being served with a notice of entry to treat pests sometime in early 2024, however the Landlord did not provide 24 hours' notice and thus, access was denied. The Landlord further advised that they attended at the rental unit alongside the Landlord's pest control contractor in January 2025 but the Tenant was once again refused entry. At the time, the Landlord purportedly requested that the Tenant provide alternative dates but no such dates were provided.
24. The onus to prove this allegation rests with the Tenant. The Tenant did not produce any pictures of pests (or maintenance forms) and the Landlord denies ever seeing any pests in the Tenant's unit. The Landlord further advised that entry was denied notwithstanding lawful notice of entry being provided. In the circumstances, based upon the lack of evidence presented in respect of this issue, I am not satisfied the Tenant has established the Landlord has breached their maintenance obligation under the Act.

Kitchen countertops and cupboards:

25. The Tenant alleged the kitchen countertops and cupboards need replacing, stating the kitchen countertops have "*swelled, the tracking for the doors is missing, and the wood is rotten*". At the most recent hearing on January 20, 2026, however, the Tenant acknowledged that the kitchen cupboards were repaired but the countertops still needed to be replaced/repared. The Tenant does not seek an abatement, but merely that the Landlord perform the necessary repairs.
26. While not a requirement to prove one's allegation, the Tenant did not produce any pictures or other corroborating evidence in support of the alleged countertop issues. The

Landlord's maintenance manager testified he attended at the rental unit and noticed no issues with the countertop. In the circumstances, I find that insufficient particulars were provided of the purported need to repair or replace the kitchen countertops. This claim is accordingly denied.

Main unit entry door:

27. The Tenant alleged the main unit entry fire door needs replacing and the framing and hardware needs repairs. According to the Tenant, the door had been "*kicked in*" before she moved in and never replaced/repared. When the door is pushed, the Tenant indicates the outer and inner panels of the door separate, and the locking mechanism does not work. As such, the Tenant indicated she no longer feels safe within the rental unit
28. The Tenant stated that due to the Landlord's lack of action, she had to reinforce the framing to keep the door in place. While the Tenant has performed some repairs, the Tenant indicated there are still issues with the door handle and deadbolt.
29. The Landlord states the main unit door is now functional and notes the door was once kicked by police who had attended at the rental unit due to the Tenant's conduct.
30. The Tenant does not seek an abatement, but merely that the Landlord perform the necessary repair work. The Tenant produced a picture of the locking mechanism and handle of the door, which appeared to be old and containing some patch work. Based upon the Tenant's testimony which I found believable, as well as the apparent age of condition of the door shown in the picture provided, I find the Landlord breached their maintenance obligation. I find it reasonable to order the Landlord to repair the Tenant's door.

Shower stall liner:

31. The Tenant alleged the "shower stall liner" needs repairs and that the bathroom door does not shut properly due to hinges that do not hold because the wood is deteriorating. While the Tenant performed some work to the bathroom door, the Tenant testified more work is needed.
32. At the hearing the Tenant produced a picture of a bathtub which appears to be detached from the wall due to a lack of caulking, as well as a picture of the bathroom door which showed a hinge covered in rust and nearly detached from the wall.
33. While the Landlord submits the Tenant intentionally removed the caulking so as to support a section 82 claim, I find the Landlord's speculation to be unsupported and consequently, unreliable in respect of this issue. The Tenant has not sought an abatement in respect of this allegation, simply that the work be performed. I find the Landlord fell short of their maintenance obligations in respect of this issue and I find it reasonable to require the Landlord perform the needed repairs.

Floor:

34. The Tenant alleged the interior floor needed to be repaired/replaced in two areas: by the window and the entryway. The Tenant stated the Landlord's attempts to repair the flooring have been inadequate.
35. The Landlord stated they replaced the parquet flooring before the tenancy commenced in 2016 and claimed the staining is the result of the Tenant opening her window and allowing the elements to cause damage.
36. The floor pictures produced by the Tenant showed heavy peeling and staining. I find it doubtful the Tenant caused this damage, given the age of the flooring and lack of any supporting evidence to show it was recently replaced. The Tenant does not seek an abatement, but merely that the Landlord perform the necessary repair work. I find the Landlord fell short of their maintenance obligations in respect of this issue and I find it reasonable to order that the Landlord perform the required flooring repairs.

Weather stripping/balcony door:

37. The Tenant testified the balcony screen door has been replaced, however the Tenant testified there is no weather stripping around the balcony windows and door, thus allowing moisture to enter. The Tenant does not seek an abatement, but merely that the Landlord perform the necessary repair work. Based upon the evidence provided, I find the Landlord fell short of their maintenance obligations in respect of this issue and I find it reasonable to order that the Landlord install the necessary weatherstripping.

Closet Door

38. The Tenant alleged there was no closet doors; however, at the most recent hearing the Tenant confirmed that this issue was resolved. The Tenant did not seek an abatement, but merely that the Landlord perform the necessary repair work. As the requested work has been completed, no further remedy shall be awarded.

Light Cover

39. The Tenant alleged there were "no light covers on light fixtures". At the hearing, the Tenant confirmed that all light covers were installed with the exception of one. The Tenant did not seek an abatement, but merely that the Landlord perform the necessary repair work.
40. The Landlord takes the position that all light covers were installed. The onus to prove this allegation rests with the Tenant. The Tenant did not produce any pictures or maintenance requests and based upon the work that has admittedly already completed, I am not satisfied that any remaining work to be completed rises to the level of constituting a breach under the Act. This allegation is denied.

Section 83

41. Section 83 requires that I consider all the circumstances, including the Tenant's and the Landlord's situations to determine if it would be appropriate to grant section 83 relief from eviction.
42. The Landlord seeks eviction, however, in the circumstances I find it would be appropriate to grant relief from eviction. The Landlord waited approximately 5 years to file the L1 Application and based upon the evidence given at the hearing, it appears that the Landlord provided relatively sparse communication, if any, to the Tenant as to the arrears and/or any alleged missed payments
43. The Tenant is a long-term tenant, has health issues, is in receipt of social assistance and seeks to remain at the rental unit. The Tenant's witness Sharika Robinson ("SR") is a counsellor working with Eviction Prevention in the Community (EPIC) and testified as to possible assistance that could be provided to the Tenant, once arrears are determined. It was noted that time was required to assist the Tenant to put in place a case plan.
44. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and in the circumstances, I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,958.03 for arrears of rent up to January 31, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 on or before May 31, 2026.
3. If not already paid, the Tenant shall pay the monthly rent for February 2026 and March 2026, on or before March 7, 2026.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 1, 2026 to May 31, 2026, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

6. On or before March 31, 2026,

- (i) the Landlord shall repair the two remaining electrical outlets;
- (ii) the Landlord shall repair or replace the Tenant's main-entry front door;
- (iii) the Landlord shall repair the bathroom stall liner and bathroom door;
- (iv) the Landlord shall repair any damaged flooring; and,
- (v) the Landlord shall install/repair the weatherstripping on the balcony windows

February 27, 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.