



Order under Section 31 Residential Tenancies Act, 2006

Citation: Clarkson v Caldecott, 2026 ONLTB 5433

Date: 2026-02-25

File Number: LTB-T-064398-23-AM

In the matter of: 441546 8 Concession Ndr
Elmwood ON N0G1S0

Between: Pearl Clarkson
Butch Clarkson Tenants

and

Robert Todd Caldecott Landlord

This amended order is issued to correct a clerical error in the original order. The corrections have been bolded and underlined for ease of reference.

Pearl Clarkson and Butch Clarkson (the 'Tenants') applied for an order determining that Robert Todd Caldecott (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- withheld or interfered with their vital services or care services and meals in a care home.

(T2 Application)

The Tenants also applied for an order determining that 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. **(T6 Application)**

The Tenants also applied for an order determining that the Landlord failed to meet the Landlord's obligations related to suite meters under the *Residential Tenancies Act, 2006* (the 'Act'). **(T7 Application)**

This application was heard by videoconference on July 8, 2024 and December 3, 2025.

The Tenant, Pearl Clarkson ('PC'), the Landlord's Legal Representative, Matthew Varao, and the Landlord attended on both hearing dates. PC's Support attended on July 8, 2024 only.

The Tenant, Butch Clarkson, did not attend either hearing date although properly served with notice of the hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only PC and the Landlord's evidence.

Determinations:

T6 Application

Septic Tank

1. PC testified that there were issues with the septic tank when they initially moved in. The Landlord had the septic tank inspected and cleaned out which resolved the issue until June 2023, when it began backing up again. She testified that it was backing up into the bathtub when they would run the water in the kitchen. She testified that she notified the Landlord of the issue on June 1, 2023, when he came to collect the rent. She testified that he told her he would not do any repairs because he wants them to vacate.
2. PC submitted a photograph of the septic backing up into the bathtub, which she states was taken on June 3, 2023. She testified that they had to continually bail it out. She testified that the Landlord came to empty the septic tank on June 19, 2023 and then covered the hole with wood and installed a fence around it. She testified that this resolved the issue until recently.
3. The Landlord testified that there were 8 people living in the house and that he was unsure what had been put into the septic, but when he opened it he found lard. He testified that he had to dig the lard out himself and then had the septic system pumped out.
4. Pursuant to section 20(1) of the Act:

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.

5. Based on the evidence before me, I find, on a balance of probabilities, that the Landlord failed to maintain the rental unit in a good state of repair and fit for habitation in accordance with section 20(1) of the Act in relation to the septic tank.
6. As set out in the Board's Interpretation Guideline 5, it is established law that it is not sufficient to establish that there was a maintenance issue. The Board must also consider whether the Landlord's response, once informed of the issue, was timely, appropriate and effective to remedy the problem. Where this is the case, the Landlord cannot be said to have been in breach of their section 20 obligation to maintain.
7. Overall, I do not find the Landlords response to the issue reasonable in the circumstances. The Landlord did not dispute that he was informed of the issue on June 1, 2023 yet did not attend the unit to inspect the septic or start work on it for 18 days after becoming aware of the issue. The Landlord did not provide any reason for this delay and given the severity of the issue, particularly that the septic was backing up into the Tenants bathtub, the Landlord ought to have at least inspected the issue more expediently.
8. While the Landlord asserts that the issue was caused by the Tenants as he found lard in the septic tank, the burden is on the Landlord to prove that the issue was caused wilfully or negligently by the Tenants. In this case, I found the Landlord's evidence on this allegation to be insufficient to demonstrate that the Tenants caused the damage. While the Landlord

stated that there was lard in the septic tank, the Landlord did not provide any evidence that this is abnormal, particularly over a two-year period of consistent use nor did the Landlord provide any evidence as to what may have caused this or any evidence that this could only be caused by misuse. Therefore, I am not satisfied that the Tenants willfully or negligently caused the issue with septic tank.

9. For these reasons, I find that the Landlord was in breach of their maintenance obligations as he had been informed and was aware of the issue, and his response to the issue was not timely nor reasonable in the circumstances.
10. In their application, the Tenants request a 30% rent abatement for 3 months for the septic tank issue. Considering the duration and impact, I find that a rent abatement of 20% is reasonable in the circumstances. While the Tenant requests the rent abatement for 3 months, it was PC's own testimony that the work the Landlord did on June 19, 2023 resolved the issue until recently. Her testimony regarding further issues directly contradicted her earlier testimony that the issue was resolved and she lead no evidence that she ever informed the Landlord that the septic tank was still an issue after June 19, 2023. Therefore, I find, on a balance of probabilities, that the issue with the septic tank was resolved on June 19, 2023.
11. Therefore, I find that the Tenants are entitled to a 20% rent abatement from June 1, 2023 to June 19, 2023, when the issue was repaired, which totals \$112.48.

Furnace

12. PC testified that in January 2023 she noticed an issue with the furnace, when it turned on, it rumbled and sounded like it would blow up. She testified that she was scared of the noise, so she turned it off and did not use it. She testified that while the Landlord had sent a contractor on one occasion, they did not inspect the furnace, only the oil tank for the furnace. She testified that it ultimately was an issue with the fan, which the Landlord had repaired after she vacated. This is disputed by the Landlord.
13. The Landlord testified that there was no issue with the furnace. He testified that they will not deliver fuel for the furnace unless it is inspected and that is why he had it inspected. The Landlord submitted a copy of the inspection report dated November 2, 2022. PC disputes that anyone inspected the furnace on November 2, 2022.
14. Based on the evidence before the Board, I find that the Tenant has lead insufficient evidence to demonstrate that the furnace was not in good working order. The Tenant's only evidence in support of this was that it was making a loud noise, which she was fearful of. The Tenant did not produce any evidence demonstrating that the furnace was not operational or producing heat. Additionally, whether noise is excessive or disturbing is a subjective evaluation, and relying on PC's assessment of the noise is not sufficient in this case, particularly in the absence of evidence as to what its normal sound would be, being that prior to this, the furnace was not being used to heat the rental unit. The Tenant did not have the furnace otherwise inspected to demonstrate that the noise was abnormal or as a result of a disrepair or evidence to support her statement that the issue was repaired after she vacated as she says, which was disputed by the Landlord.
15. For the foregoing reasons, this portion of the Tenant's application is dismissed.

Other Issues

16. In the application, the Tenants also alleged issues with respect to access to the water pump, other tenants using their hydro and electrical outlets in the laundry room. The Tenants did not lead any evidence with respect to these issues at the hearing. As the Tenants did not lead sufficient evidence to prove these claims, these portions of the Tenants' application are dismissed.

T2 Application

Septic Tank

17. Based on my finding in the T6 Application that the Landlord was in breach of their maintenance obligations, the question to be determined is whether the disrepair of the sump pump resulted in a substantial interference with the Tenants' reasonable enjoyment of the rental unit.
18. Section 22 of the Act provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes by a tenant.
19. PC testified that each time they would flush or try to use the shower, the septic would back up into the bathtub, so they were unable to use the shower at all and they had to bail out the tub when it backed up. She testified that the smell outside was so bad that they had to keep the windows and doors closed and they could not go outside. This was not challenged by the Landlord.
20. Based on the uncontested evidence of PC, I find that the Landlord has substantially interfered with the Tenants' reasonable enjoyment of the rental unit by not repairing the septic tank in a timely manner.
21. The Tenants are seeking a 20% rent abatement for the disrepair of the septic tank. In addition to the rent abatement, I have already ordered on the T6 Application, I find it appropriate to order a 20% rent abatement for the period of June 1, 2023 to June 19, 2023. The Landlord did not take any steps to address the issue for 19 days, substantially impacting the Tenants' ability to shower and forcing them to endure an obscure odour while they waited for the septic tank to be emptied.
22. Therefore, I find that the Tenants are entitled to a 20% rent abatement from June 1, 2023 to June 19, 2023, when the issue was repaired, which totals \$112.48.

Furnace

23. Based on my finding in the T6 Application that the Landlord did not fail to maintain the furnace in the rental unit, I find no substantial interference with the Tenant's reasonable enjoyment in this regard. Accordingly, this portion of the Tenant's application is dismissed.

Loss of Backyard Space

24. PC testified that pursuant to the tenancy agreement, they had exclusive access to the full backyard on the property. Initially, when the Tenants moved in, the Landlord was keeping

his horses on the property but approximately two weeks later, he took the horses to his other farm. PC testified that in June 2023, the Landlord brought the horses back to keep them at the rental property. She testified that he installed an electric fence, so the Tenants were no longer able to access the space occupied by the horses.

25. The Landlord testified that at the commencement of the tenancy, the horses stayed at the property, and he allowed the Tenants to ride the horses if they so chose. He testified that his horses were kept in the fenced off area in the yard he has for animals and although there is an electric fence, he has never had it turned on in the time he has owned the property.
26. The burden is on the Tenant to establish on a balance of probabilities that it was a term of the tenancy that the Tenants had use of this space and that the Landlord substantially interfered with their reasonable enjoyment by subsequently taking away their use of that space. In this case, I am not satisfied that the Tenant has lead sufficient evidence to prove this allegation.
27. It was undisputed that the tenancy agreement was an oral agreement between the Landlord and the Tenant, Butch Clarkson ('BC'). All of the Tenants' evidence with respect to the terms of the tenancy agreement and what yard space is included as a term of the tenancy is hearsay. BC did not appear at the hearing to provide direct evidence as to what the terms of the tenancy agreement were. In contrast, the Landlord provided direct oral evidence that the agreement was that the horses would be kept on the property in the fenced off area, but he would allow the Tenants use of the horses if they wanted. The pattern behaviour also lends credibility to the Landlord's statements as it was the Tenant's own evidence that for the first two weeks of the tenancy, the horses were kept at the property and the Tenants were permitted to use them.
28. While hearsay evidence is admissible in proceedings before the Board, it must be weighed carefully to ensure procedural fairness. The Landlord effectively has no meaningful way to challenge the reliability or credibility of this evidence. I believe giving any weight to the Tenant's evidence would be extremely prejudicial to the Landlord as he is unable to test it. Additionally, I do not find the hearsay evidence to be credible in any event. PC did not explicitly state that BC told her use of that backyard space was included as a term of the tenancy, rather, it was her testimony that that was her understanding. In my view, it is more likely than not that PC simply misunderstood the terms PC and the Landlord agreed to and never sought clarification.
29. As the Tenant has lead insufficient evidence to prove this allegation, this portion of the Tenant's application is dismissed.

Hydro Issue

30. PC testified that the oral agreement between the parties was that the Tenants are responsible for payment of the hydro. When the bills arrived at the rental unit, PC would pay them directly to the hydro company and then provide a copy of the bill to the Landlord and confirm that she had already paid it.
31. She testified that some time in 2021 the bills started increasing significantly because the Landlord had allowed someone to move into the shop on the property, so they were using hydro, which the Tenants were paying for. She could not recall exactly when this was but

thought maybe they moved out in September 2022. She testified that the hydro also increased because she wasn't using the furnace, so she had to heat the house using the stove and electrical heaters she brought in. She testified that the Landlord would also use hydro when he used the shop, but his hydro use was minimal.

32. The Landlord did not dispute that he had allowed someone to live on the property. He could not recall whether she was living in the shop or in a trailer on the property or both. He testified that he believes she was living there for about 6 months in the summer of 2023.
33. Based on the evidence before the Board, I am satisfied that the Landlord substantially interfered with the Tenants' reasonable enjoyment of the residential complex by allowing someone to move onto the property, use the Tenants' hydro, and require the Tenants to pay for that individual's hydro usage. It is reasonable to expect that this would have resulted in increased expense to the Tenants and the Tenants should not be responsible for this expense.
34. While I find that the increased hydro expense incurred from the person living on the property amounts to substantial interference, I find that the increased costs resulting from heating the rental unit do not. It was the Tenants' choice not to use the furnace to heat the house and the increased costs were therefore their own doing.
35. The Tenants are seeking a 10% rent abatement for the hydro issue. The Tenants did not produce any hydro bills from the time period in question to demonstrate an approximate average cost that was incurred over this time period, nor am I able to determine what costs were incurred from another individual and what costs were incurred from heating the unit with electric heaters and the stove. I therefore find that a lump sum award for the hydro issue is more appropriate in the circumstances. I find a rent abatement of \$5.00 for each month the individual lived on the property is appropriate in the circumstances.
36. Therefore, I find that the Tenants are entitled to a lump sum rent abatement of \$30.00 for the six-month period the individual lived on the property during 2023.
37. While PC also requested out-of-pocket expenses for the increased hydro costs at the hearing, the Tenants did not request this in the application. It would be unfair and prejudicial to the Landlord to amend the application to include an additional remedy at the end of the hearing during closing submissions. Therefore, the Tenants' request for out-of-pocket expenses is denied.
38. I do note however that had the Tenants requested out-of-pocket expenses in their application, I would not have awarded them in any event as the Tenants lead insufficient evidence to quantify the out-of-pocket expenses incurred as they submitted no hydro bills received during the relevant period of time.

Landlord's Behaviour

39. PC testified that throughout the tenancy, the Landlord was always rude to her and never nice. She testified that when she would report maintenance issues, specifically the issue with the septic tank, he would always dismiss her by saying he would address it when they moved out and sometimes would swear. She testified that later when BC would speak to him about an issue, he would deny that he had spoken to her. She testified that when she

paid rent, he would thank her, and everything was fine until a couple of minutes later when he would say inappropriate things and swear.

40. The Landlord disputes that he ever had issues with PC. He testified that his interactions with her were mostly pleasant and is unsure what problems she is alleging.
41. Overall, I find PC's testimony on this point not credible. Her testimony was extremely vague, she provided no specific examples of what she alleges the Landlord said that she found to be rude and provided no dates, times or even approximate time periods that these alleged incidents occurred. I prefer the Landlord's cogent oral testimony that his encounters with PC were pleasant and find that there is insufficient evidence to demonstrate that the Landlord was ever rude to the Tenant. For these reasons, this portion of the Tenant's application is dismissed.

Water Pump Issue

42. PC testified that the Landlord had installed a gate preventing them from changing the water pressure. This was not disputed by the Landlord.
43. The Landlord testified that he prevented them from accessing it because at some point, someone had increased the water pressure to 65lbs, which is too high for the pipes. He locked it so that it could not be changed in order to prevent damage. It remained set at approximately 40 to 50lbs of pressure.
44. Based on the evidence before the Board, I am not satisfied that the Landlord has substantially interfered with the Tenants' reasonable enjoyment by preventing the Tenants from changing the water pressure. The Tenants lead insufficient evidence to prove that by not being able to change the water pressure, it caused them substantial interference. There was no evidence that the water pressure in the rental unit was low or in any way inadequate. Rather, it seems that the Tenants' issue was simply that they just wanted to be able to change it. This does not amount to substantial interference.
45. For the foregoing reasons, this portion of the Tenants' application is dismissed.

Withholding Vital Services - heat

46. PC testified that the rental unit initially was heated with a wood furnace, but the Landlord removed it. She testified that he told her he had to remove it for insurance purposes.
47. Section 2(1) of the Act states:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

48. The difficulty with the Tenants' claim in this regard is that the evidence is insufficient to establish that the Landlord deliberately or intentionally withheld heat. It was the Tenant's own testimony that there was a furnace in the rental unit and, based on my finding in the T6 Application, the furnace was functional. Any lack of heat in the rental unit was as a

result of PC's own choice not to use the furnace. Therefore, this portion of the Tenant's application is dismissed.

Withholding Vital Services - water

49. PC testified that the Landlord blocked their access to change the water pressure and when they had issues with the septic tank, they could not flush the toilet or take a shower because the septic tank would back up into the bathtub.

50. As stated in paragraph 27, the Act provides that a landlord shall not interfere or intentionally withhold a vital service to the unit. The Tenants' evidence does not support a finding that the Landlord deliberately withheld or intentionally interfered with the supply of water to the rental unit. It was PC's own evidence that there was no interruption of running water in the rental unit. While there was a maintenance issue with respect to the septic tank, that issue was address in the T6 Application and section 2(1) of the Act does not apply to disrepair or maintenance issues. Additionally, while the Tenants may have been unhappy with the water pressure, the issue of adequacy of the water pressure and whether an abatement would result from inadequate water pressure is simply not before me in this application.

51. The wording of the provision shows it is intended to address the situation where a landlord deliberately interferes with or withholds a vital service. That is not what happened here. Therefore, this portion of the Tenant's application is dismissed.

T7 Application

52. This application applies in circumstances where a landlord installs suite meters in the residential complex and as a result of the installation tenants are required to pay for their own electricity consumption. In other words, the charge for electricity was originally included in the rent, and as a result of the smart meter installation, the charge for electricity is taken out of the rent, and the tenants are required to pay for their own electricity consumption.

53. It was undisputed evidence before me that no suite meters were installed in the residential complex or rental unit. The Tenants have been responsible for payment of the hydro for the rental unit since the commencement of the tenancy. As such, this application does not apply to the circumstances before the Board and the Tenants' T7 application is dismissed.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants are \$307.96. This amount represents:
 - \$254.96 for a rent abatement.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by **March 8, 2026**.
3. If the Landlord does not pay the Tenants the full amount owing by **March 8, 2026**, the Landlord will owe interest. This will be simple interest calculated from **March 9, 2026** at 4.00% annually on the balance outstanding.

4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 5, 2026

Date Issued

February 25, 2026

Date Amended

Candace Aboussafy

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.