



Order under Sections 30 and 31 Residential Tenancies Act, 2006

File Number: LTB-T-095426-25

In the matter of: 302, 2650 MARSDALE DR
PETERBOROUGH ON K9L1Y1

Between: Rick Dyal
Shalana Dookie

Tenants

And

Aimee Lynne Rimes

Landlord

Rick Dyal and Shalana Dookie (the 'Tenant') applied for an order determining that Aimee Lynne Rimes (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 (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).

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

The Tenants, the Landlord and the Landlord's Legal Representative Carson Frankum attended the hearing.

Determinations:

Preliminary Issue

1. At the hearing, I pointed out to the Tenants that some of their claims in the T6 application do not identify when the issue began or when the Landlord was told about it. I explained to the Tenants that this information is required to provide the Landlord a fair opportunity to adequately respond to the claims being made. For their part, the Landlord submitted they found it difficult to prepare for these allegations given the lack of these details. Since I did not find these claims had been sufficiently pled in the application, they were not considered.
2. The remaining issue in the T6 involves a flood that occurred in the rental unit on October 14, 2025. This issue also forms the basis of the T2 application.

T2 and T6 Applications

3. As explained below, the Tenants did not prove the allegations contained in the applications on a balance of probabilities. Therefore, the applications are dismissed
4. It was undisputed there was a flood in the rental unit that damaged the kitchen. This required the remediation efforts and then restoration.
5. The timeline of events was not in dispute at the hearing. Accordingly, I make the following findings of fact:
 - a) The Tenants noticed a flood in the kitchen of the unit coming from the ceiling on October 14, 2025 and notified the Landlord the same day.
 - b) The Landlord acknowledged the issue and drying the unit with dehumidifiers began by October 18, 2025.
 - c) Based on the Landlord's estimate that repairs would take two to three weeks, the Tenants left the unit on October 18, 2025 and stayed in hotels and an Airbnb while the work took place.
 - d) In early November 2025, after the drying process was completed, the kitchen was gutted. The removal of the damaged kitchen was completed by November 7, 2025.
 - e) On November 12, 2025, the Landlord provided the Tenants a copy of the insurance claim report that the Tenants required to make a claim under their own insurance policy.
 - f) The rebuilding of the kitchen began on November 27, 2025 after the insurance company contractors were delayed for two days addressing an unrelated emergency elsewhere.
 - g) The repairs to the unit were completed by December 4, 2025 and the Tenants were notified they could move back into the unit as of 5:00 p.m. that day.
6. 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.
7. This contextual approach also applies to T2 applications where the allegations overlap with section 20(1) of the Act as they do in this case. Paragraph 56 of *Onyskiw* states:

To interpret s. 20(1) as the tenants propose would result in an interpretation that places the provisions of s. 20(1) and s. 22 in conflict or disharmony with one another and disregard the intent of the legislature that where, as here, there is an

overlap, both provisions should apply. The tenants' reading of the RTA does not result in the legislation functioning as an internally consistent whole.

8. The Tenants position was the remediation and repairs to the unit had a significant impact on them. They had to move out of the unit and stay in hotels at first. When the Landlord advised them the repairs would take longer than she originally estimated, the Tenants rented an Airbnb because they could not afford the costs of hotels. The Tenants testified they were paying for these costs on an out-of-pocket basis because they had not received the report from the Landlord's insurance company and their own insurance company could not process the Tenants' claim without it. These out-of-pocket costs resulted in financial strain to the Tenants. The need to move from hotels to the Airbnb required time away from work and impacted their work performance.
9. It was not disputed the Landlord abated the Tenants' rent for the period they were out of the unit. The Tenants submitted evidence showing that on November 21, 2025, the Landlord transferred them \$1,959.68. The Tenants also testified their insurance company reimbursed them for their accommodation costs on November 26, 2025 and December 1, 2025.
10. The Tenants testified the need to vacate the unit on short notice was disruptive and difficult since hotels in the areas were fully booked. They were unable to celebrate religious holidays with family in their home. They could not celebrate their anniversary on November 28, 2025 because the out-of-pocket costs had exhausted their financial resources.
11. The Tenants testified that the lack of communication from the Landlord caused stress because of the unpredictability concerning their housing. During cross examination however, the Tenants confirmed the Landlord did respond to their texts and emails.
12. The Landlord testified she was advised of the flood on October 14, 2025 at approximately 7:00 p.m. She stated she arrived at the unit approximately an hour later with her father and submitted a claim with her insurance company by midnight the same day. Her insurance company contractors were at the unit by October 18, 2025. They placed dehumidifiers in the unit, tested the area for asbestos and took readings for water damage.
13. The drying process concluded on October 24, 2025 and the dehumidifiers were removed. The contractors determined the kitchen would need to be entirely ripped out and the insulation in the walls would need to be checked. This process began in early November 2025 once everything had sufficiently dried and the removal of the damaged kitchen was completed by November 7, 2025.
14. The Landlord testified she pushed her insurance company to complete the work as soon as possible, insisting that they start with the rental unit and not her own unit directly above where the flood had also caused damage.
15. The rebuilding of the kitchen was supposed to begin on November 24, 2025 but did not begin until November 27, 2025 because of a two-day delay with the insurance company contractors. As stated above in paragraph 5(g), the rebuilding of the kitchen was completed on December 4, 2025.

Analysis

16. Based on the testimony of the parties and photos submitted by the Tenants, I am satisfied there was a significant flood in the rental unit that required substantial work. The unit first had to be dried before it could be gutted and rebuilt. Despite the scope and nature of the work, the Landlord was able to fully resolve the issue in 51 days.
17. When a maintenance issue occurs, there is an inherent time requirement in having it addressed. Here, the Landlord responded almost immediately, having a claim filed with her insurance company within hours of the flood taking place. Work in the unit began within four days with placement of dehumidifiers and the process continued on a timely basis until repairs to the unit were completed on December 4, 2025. The lack of contractor availability for a small number of days during the repair period does not in my view amount to an unreasonable response from the Landlord.
18. The Tenants were abated their rent by the Landlord and reimbursed by their insurance company for their accommodation costs for the time they were out of the unit. The Tenants' own evidence showed the Landlord communicated with the Tenants extensively throughout the process and provided them the insurance report once she obtained it.
19. Having considered all of the circumstances, including those faced by the Tenants and the actions of the Landlord, I am satisfied on a balance of probabilities, the Landlord responded to the issue promptly and appropriately. Based on the work required, the steps taken and the timeline of events, I find the Landlord took reasonable steps to resolve the damage caused by the flood. Nothing in the evidence convinced me the Landlord did not take the situation seriously or that she failed to take a material step that should have been taken that would have seen the unit repaired earlier.
20. For these reasons, I do not find the Landlord failed to meet their obligations under section 20(1) of the Act to repair the flood damage in the rental unit. In applying the contextual approach set out in *Onyskiw*, and considering the overlap across these applications, I am also not convinced the Landlord, in responding appropriately to the flood, substantially interfered with the Tenants' reasonable enjoyment of the rental unit.

It is ordered that:

1. The Tenants' applications are dismissed.

March 11, 2026
Date Issued

John Cashmore
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.