



Order under Sections 30 and 135 Residential Tenancies Act, 2006

Citation: meiklejohn v MG Grand INC, 2026 ONLTB 13714

Date: 2026-03-09

File Number: LTB-T-091731-24

In the matter of: 702, 246 SPILLSBURY DR
PETERBOROUGH ON K9K0A1

Between: brady meiklejohn Tenants
Emilee meiklejohn

And

MG Grand INC Landlord

brady meiklejohn and Emilee meiklejohn (the 'Tenant's') applied for an order determining that MG Grand INC (the 'Landlord') collected or retained money illegally (T1 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 February 3, 2026.

The Tenants, the Landlord's Legal Representative, Allistair Trent, and the Landlord's Agent, Linda Langlois, a full-time employee of the Landlord, attended the hearing. The Tenants declined the opportunity to speak with Duty Counsel prior to the start of the proceeding.

The Tenant Brady Meiklejohn was the individual who testified on behalf of the Tenants and so all references to the Tenant singular in this order are to him.

Determinations:

1. For the reasons set out below, I am not satisfied the Landlord collected or retained an illegal charge from the Tenants, and, in any event, I find it is more likely than not that the cost of the hot water heater rental was an implied term of the lease. Therefore, the T1 Application is dismissed.
2. With respect to the T6 Application, I find the Landlord was in breach of their obligations under s. 20 of the Act following a leak in the basement of the rental unit. However, I have limited the period of abatement from June 21, 2024, to December 1, 2024.

3. The Landlord is ordered the Landlord to pay the Tenants a total of \$2,080.50 for abatement and costs.

Preliminary Issue

4. The Landlord submitted the Tenants did not comply with orders to amend their applications and organize their evidence following an Adjudicative Case Conference held May 1, 2025.
5. No Interim Order issued after the ACC and the adjournment form does not direct or order the Tenants to take any steps; although, the adjournment form does indicate the Tenants were informed of issues with respect to the provision and organization of evidence and to clarify their remedies.
6. I was satisfied the Tenants attempted to comply with the concerns about evidence and disclosure as they compiled all of their documents and images onto two pages and emailed this to the Landlord's Representative seven (7) days in advance of the hearing.
7. The Landlord's Representative also admitted he had received and reviewed the Tenant's disclosure; although, it was challenging to work with as the images were very small.
8. Further, I found the abatement remedies the Tenants were seeking were already reflected on the face of their applications; albeit, not as clearly nor in the expected location on the T6 Application and so this was clarified orally before me. The Landlord's Representative admitted this clarification did not impact the Landlord's defences.
9. I found all parties were aware of the issues and had had the opportunity to review and prepare a response to the other party's materials. As a result, I was satisfied there was no prejudice in proceeding.
10. However, I concurred with the Landlord's concerns that the Tenants' failure to provide their evidence in accordance with the LTB's Practice Direction on Evidence might cause delay and the matter was held down to permit the Tenants to ensure they could accurately identify the documents on which they intended by EVID number.

T1 Application

11. The Tenants claim the Landlord illegally placed the contract for the rental of the hot water heater into the name of the female Tenant and they then had to pay this charge, a charge to which they had not agreed.
12. The Landlord submits the Tenants agreed to pay for the hot water heater rental as a term of their tenancy and so it was not a charge in contravention of the Act, and secondly, that the Tenants' claim is not properly brought under s. 135 of the Act as the Landlord did not collect or retain any funds related to the hot water heater from the Tenants.
13. The Tenants admitted they paid the cost to rent the hot water heater to a third-party service provider who was not an agent of the Landlord and so I do not find this was a proper claim under s. 135 of the Act.

14. Whether the Tenants' claim could be amended and pursued as a T2 Application was raised as an issue. However, as I have found the Tenants and Landlord agreed the Tenants would pay the cost of renting the hot water tank, I do not find it is necessary to make this determination.

Cost of hot water heater was a term of the tenancy agreement

15. The Tenants claim they did not agree to and did not pay to rent the hot water tank and sp were shocked when they received a bill from EnerCare in September 2025.
16. The Landlord claims paying for the cost of the hot water heater was always a term of the tenancy agreement, as it is for all of their tenants, that this cost was part of the Tenants' Enbridge bill, and that the Tenants got a new bill in September 2025 because EnerCare started billing separately for the hot water heater and not because this was a new charge.
17. The lease agreement states it is the Tenants' responsibility to pay for the utilities of electricity, heat and water, and that the Tenants must register with Enbridge Gas, Hydro One, and Wyse meters and provide proof of registration before March 1, 2024 [Exhibit 2 - p. 4 of EVID 7250125].
18. The welcome email sent by the Landlord to the Tenants on December 8, 2023, further indicates that with respect to Enbridge the Tenants are responsible for both the Gas and HWH – understood to mean hot water heater [Exhibit 3 - EVID 7286931].
19. I find the Tenants' evidence that there was no charge for the hot water heater included in their Enbridge bill does not accord with the overall circumstances. The rented hot water heater was always in the rental unit and there was no evidence the cost of this rental was ever paid for by the Landlord.
20. The Tenant testified that a customer service representative told them the Landlord placed the EnerCare account in the female Tenant's name. The Landlord's Agent denied this was done. The Tenant's evidence was hearsay. Hearsay is typically afforded less weight as it is not subject to cross-examination and what may have been meant and what was heard or understood can vary. As a result, I had a direct denial on one side and untested second-hand evidence on the other.
21. Further, I found that if the EnerCare account was set up or transferred by the Landlord as alleged by the Tenants, how the Landlord would know the female Tenant's name maiden name when she entered into the tenancy agreement with her married name was not explained nor why this transfer would take place 6 months into the tenancy.
22. The Landlord's explanation was that there was a separation of the hot water rental charge from Enbridge to EnerCare and that this resulted in a new bill – but not a new charge.
23. I find the Landlord's explanation better accords with the overall circumstances and prefer it. As a result, I find it more likely than not that the cost of the hot water tank rental was initially incorporated into the charges on the Enbridge account and, when EnerCare began to bill separately for the hot water tank rental it resulted in a new bill but not, I find, a new charge.

24. As a result, the Tenants' T1 application is dismissed.

T6 Application

25. On June 6, 2024, there was a flooding event in a basement room of the rental unit seemingly caused by a malfunctioning sump pump.

26. The Tenants reported the flooding event to the Landlord's after-hours line, and the Landlord's Agent attended the next day.

27. The Tenant testified the Landlord's Agent told them to run a dehumidifier; but none was provided to them. The Landlord's Agent testified she offered the Tenants fans and a dehumidifier; but, they declined the offer as they already had one. In either event, I find the Tenants had a dehumidifier that they ran to assist with the remediation.

28. The Tenant testified the Landlord's Agent said they had to wait a couple of few weeks for the basement to dry out and then a contractor would attend.

29. In response to their concerns about mold, the Tenant testified the Landlord's Agent dropped off a small bottle of mold remover on June 8, 2024, and said they could scrub to remove any mold.

30. The Landlord's Agent testified she purchased and delivered a bottle of mold and mildew remover and wiped what was said to be mold off the face of the baseboards. The Landlord's Agent also testified she later reconsidered whether what she had removed was mold as she determined it could not have grown overnight.

31. The pictures taken by the Tenant in the days after the flooding event show wet carpet, and damp baseboards [Exhibit 1 – EVID 7236819]. The Tenant testified he took steps to mitigate and, with the permission of the Landlord, removed the baseboards and removed and disposed of the bottom affected portion of the drywall.

32. The Tenant also testified mold was present and visible on the back of the baseboards, on the studs and on the carpet, and that he tried to use the mold remover provided by the Landlord on the studs to no effect.

33. The Tenant testified they were understanding of a delay in attendance for a period of time; but, ultimately no contractor attended the rental unit.

34. The Landlord's Agent testified a contractor twice tried to attend the rental unit to conduct repairs but the female Tenant was verbally abusive towards him and so they did not enter. After this the Landlord's Agent testified the Tenants told them at the end of October that they were moving and to leave them alone. As a result, the Landlord's Agent testified they did not again seek to attend and repair the rental unit.

35. Whether they asked to be left alone or whether the female Tenant engaged in the alleged conduct was not put to the Tenants.

Relevant law

36. Section 20 of the Act provides:

20 (1) 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. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit.

37. 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.

Landlord failed to properly investigate and remediate the flood

38. Although both parties provided their respective theories as to how the sump pump stopped working; I ultimately, do not find this is relevant to the issues before me.

39. I so find as once there is a maintenance issue, the Landlord's obligation under s. 20 of the Act is to repair. If the Landlord believes the Tenants responsible for the cause of the disrepair, their remedy is to serve a N5 Notice to End your Tenancy For interfering with Others, Damage or Overcrowding and/or bring a claim for the cost to repair undue damage negligently caused to the rental unit by the Tenants. This was not done.

40. There was a flooding event, and evidence of water in carpet and on the walls.

41. No documentation was provided in support of the Tenants' position there was mold in the basement as a result of the flooding event by way of testing. Nonetheless, the Tenant testified the basement was full of mold and the Landlord found the allegation of mold sufficiently plausible that they, at least initially, provided the Tenants with a bottle of mold remover after they had attended the rental unit to inspect the damage.

42. Given the Landlord did not attend the rental unit after the first few days following the initial flooding event, they had no evidence to suggest there was not mold in the rental unit while the Tenants were living there, and they did not testify there was no mold in the rental unit after the Tenants moved out.

43. As a result, I find it more likely than not that there was mold in the rental unit as a result of the flooding event.

44. I find it was reasonable for the Landlord to wait a few weeks for the basement to dry out before taking any steps. However, I find that after this point, it was not reasonable for the Landlord not to repair the basement.

45. The Landlord's obligation is to provide a rental in a state of good repair fit for habitation.

46. Accepting for the moment the Landlord's evidence that the female Tenant was verbally abusive towards their contractor when that individual attended on two occasions, and that the Tenants ultimately said they were moving and asked to be left alone, I accept that the decision to delay repair was understandable from a business perspective.

47. However, the Tenants did not give notice to vacate until at least 5 months after the flooding event and I do not find 2 attempts at entry during 5 months reasonable and I find it was not reasonable from the perspective of a Landlord having to comply with their obligations under the Act for the Landlord to take no further steps. As a result, I find the Landlord failed to meet their obligations under subsection 20(1) of the Act from June 21, 2024, until December 1, 2024.

Remedies

48. The Tenants sought a monthly abatement of \$400.00 from June 6, 2024, up to the date they moved out of the rental unit on December 1, 2024.
49. While on the Tenants' application there were also claims for \$200.00 for the costs to repair or replace property that was damaged, destroyed or disposed of and \$250.00 for the costs of the Tenant's time spent removing drywall, these claims were not pursued at the hearing and so have not been considered. Additionally, I note what was particularised in these claims was the Tenant's time spent removing drywall as opposed to personal property that was damaged and no out-of-pocket expenses were indicated for either of the claims.
50. An abatement is a monetary award that may be expressed as a lump sum for the return of rent paid and generally reflects that what has been bargained for has not been received.
51. As I have found it was reasonable for the Landlord to wait a few weeks for the basement to dry out before taking any steps, I limit the starting date from which any abatement may be awarded to June 21, 2024.
52. The rental unit was a 3-storey town home with a finished basement. The recreational room in the basement was used as a playroom for the Tenants' children aged 6 and 9. There were also common areas on the first floor including the kitchen and bedrooms and washrooms located on the 2nd and 3rd floors.
53. The Tenant tarped off the playroom with a vapour barrier and testified the loss of this room limited their enjoyment of the rental unit. Furniture from the basement was moved into the first-floor common area making this area more crowded, and his children no longer had a dedicated indoor place to entertain friends and play - particularly once it turned cold.
54. The Tenant also testified two of his family members had pre-existing respiratory conditions. While I accept that such conditions may make someone more susceptible to airborne irritants, they may also independently necessitate visits to the doctor and here there were no supporting medical documents that demonstrated any visits were specifically due to the presence of mold. As a result, I do not find it more likely than not that members of the Tenant's family sought medical attention because of the presence of mold.
55. The Landlord disputed that the basement room was emptied of furniture or that it was set up as a dedicated play room; however, the Landlord did not reattend the rental unit and I find a room need not be set up in a particular fashion to serve a playroom function.
56. While I agree with the Landlord's submissions that the Tenants were likely not prevented from doing any activities as a result of the loss of the playroom, I nonetheless find the loss

of a common space and resultant crowding in the remaining common area sufficient to warrant some award of abatement due to the resultant disruption with the Tenant's ability to normally reside in the rental unit.

57. I find an abatement of 10% is warranted for the summer months starting June 21, 2024 and continuing through until the end of August and 15% for the months starting September and continuing until the Tenants moved out on December 1, 2024.
58. The Tenants' rent was \$2,550.00 a month of which \$100.00 was for parking. In the above circumstances, I fix the amount to be awarded to the Tenants at \$562.50 for the summer months and \$1,470.00 for the following months for a total of \$2,032.50.
59. The Landlord submitted that because the Landlord accepted early termination of the lease on short notice and did not pursue the Tenants for additional rent to which they may have been entitled under the Act, this should be factored in as consideration already given by the Landlord for the Tenants' claim.
60. In this respect, the Landlord relied on SWT-92414-16 (Re), 2016 CanLII 88158 (ONLTB) where with respect to the tenant's claims the Member, , at para. 68, considered that the Tenant saved two month's rent when the Landlord agreed to terminate the tenancy early.
61. Although the Landlord here may have elected not to pursue the Tenants for additional rent thinking all issues were resolved and the parties were walking, I find there was no agreement or release to this effect.
62. Additionally, the LTB's records show the Landlord was advised the Tenants' applications were commenced on November 11, 2024 – before the Tenants moved out. After this the Landlord was given Notice of an Adjudicative Case Conference and the ACC was conducted with a representative of the Landlord present on May 5, 2025. All of these events took place within one year of the Tenants vacating and were therefore within the time the Landlord had to commence a claim for unpaid rent.
63. Further, I find that in determining whether any arrears were owed, whether the Landlord attempted to mitigate and were not able to re-rent the rental unit despite their efforts would also be considered.
64. Decisions of the LTB are persuasive and not binding. Here I find the Landlord had ample notice that the Tenants were not in fact walking away from any claims and the Landlord had ample time to pursue their own claims for unpaid rent, if such were viable. As a result, I do not find it appropriate to incorporate acceptance of the Tenants' notice as consideration already paid to the Tenants and decline to follow the reasoning in SWT-92414-16.
65. The Tenants were partially successful on their applications and so I find they are entitled to the cost of filing their applications.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$2,080.50. This amount represents:
 - \$2,032.50 for abatement; and,

- \$48.00 for their cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 20, 2026.
 3. If the Landlord does not pay the Tenants the full amount owing by March 20, 2026, the Landlord will owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 9, 2026
Date Issued

Rebecca Case
Vice Chair, 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.