



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-082962-24

In the matter of: 2, 1223 RIDEOUT CRES
OTTAWA ON K2C2X9

Between: Aimee Shields Tenant
Kali McLenaghan
Seth Albers
Mina Stone

And

Gregory Walker Landlord

Aimee Shields, Kali McLenaghan, Seth Albers, and Mina Stone (the 'Tenant') applied for an order determining that Gregory Walker (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.

This application was heard by videoconference on January 13, 2026. The Tenants and the Landlord attended the hearing.

Preliminary Issue:

The complaint about a shed was not considered as the shed is not a part of the rental unit. For the smoke alarms, they were immediately installed by the Landlord on September 1, 2024, upon the Tenants' complaint.

Furthermore, the allegation that the basement does not comply with the city's bylaws is not, in itself, a maintenance issue and is therefore not considered in this order.

Determinations:

1. As explained below, the Tenants proved on a balance of probabilities some of the allegations contained in the application. Therefore, the Landlord must pay to the Tenants \$1,568.83, for the cost of this application and his failure to maintain the rental unit.
2. The tenancy commenced on September 1, 2024, and ended in August 2025.
3. The lawful monthly rent was \$2,800.00, with the daily rate for the unit calculated as \$92.50.

4. The Tenants alleged that the Landlord failed to meet their maintenance obligations in several ways:

Cockroaches

5. The Landlord promised to have the rental unit ready on September 1, 2024, when the tenancy commenced but the Tenants were not satisfied with the state of the unit. On September 2, 2024, they sent an email to the Landlord outlining the issues of concern in the unit which included an infestation of cockroaches.
6. The parties agree that on September 4, September 16, and September 30, 2024, the Landlord hired professionals to treat the unit, and no live bedbug activities were observed thereafter.
7. 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.
8. Here, the Landlord responded to the Tenants' complaints about cockroaches in a timely manner. The first complaint was made on September 2, 2024, with the first treatment taking place on September 4, 2024. Subsequent treatments in the rental unit eradicated the problem.
9. Applying the Court's direction in this case, the mere presence of cockroaches in the unit is not an automatic basis for finding that the Landlords breached section 20 of the Act. Therefore, on a contextual analysis, as the Landlord provided a timely response to the pest infestation, no remedy will be awarded to the Tenants.

Mold / Unclean Unit

10. The Tenants on September 1, 2024, informed the Landlord about a dark area in one of the bedrooms of the rental unit which they believed was caused by mold. The Landlord claimed it was dirt and that the previous Tenants were untidy but took no steps to clean it. The Tenants purchased products to clean the area, \$44.17 as seen in the receipts provided, and presented before and after pictures showing a noticeable difference in the area.
11. The entire rental unit was also unclean when the Tenants moved in on September 1, 2024, even though the Landlord, who was present, told them that he was working on the refrigerator. The Tenants presented pictures of dirty or stained areas in the unit and testified that it took 124 hours for them and four other family members and friends to clean the unit for the first few days. The Tenants sent a text message to the Landlord notifying him about the amount of cleaning they were doing on September 1, 2024. The Tenants requested an order for \$2,728.00 for the cleaning and labour calculated at \$22.00 an hour.
12. The Landlord denied that there was mold in the rental unit and testified that on September 1, 2024, when the Tenants arrived to obtain vacant possession of the unit, he was in the

process of cleaning the unit. The Landlord presented a quote, dated August 30, 2024, which he obtained from a cleaning company after they inspected the unit. The quote for 'house regular cleaning service' was \$250.00.

13. While I am not satisfied from the evidence that the dark area or stain in one of the bedrooms was caused by mold, the evidence demonstrates that the unit was not thoroughly cleaned by the Landlord on September 1, 2024, when the Tenants took possession. Hence, they will be reimbursed the cost of \$44.17 incurred for the cleaning supplies.
14. As for the time taken to do the cleaning, the Tenants requested \$2,728.00 for 124hrs of work at \$22.00 an hour. The Landlord disputes this amount and the invoice he provided showed he was charged \$250.00 to clean the unit. In this circumstance, I find an award of \$500.00 for two days of cleaning fair. As much as the Tenants claimed that they cleaned for 124 hours, the stove for example appeared untouched, and I cannot rely on that estimate. The Landlord will be ordered to pay a total of \$544.17 for not ensuring the unit was cleaned prior to giving possession to the Tenants.

Stairs

15. The Tenants contacted the bylaw office, and an officer visited the rental unit in response on September 25, 2024. In an Order to Comply issued on September 26, 2024, they ordered the Landlord to install guardrails in the stairs by October 17, 2024. On October 16, 2024, the Landlord installed the guardrail which the Tenants claimed was poorly installed. However, given the evidence that it was approved by the city, I am not satisfied that the Landlord is in breach of his maintenance obligations.

Stove

16. The Tenants testified that the stove was in poor condition and in the email from September 2, 2024, asked the Landlord for a replacement because it showed signs of fire damage. On September 11, 2024, they requested a professional inspection of the stove and by September 18, 2024, the Landlord called the request unreasonable. The Tenant presented pictures of the stove which showed filth under the stove plates and in the oven and appeared to have suffered some fire damage. On September 25, 2024, the bylaw officer told the Tenants not to use the stove because it smoked when he turned it on and he deemed it unsafe. The stove was not replaced until October 2, 2024, following a direction from the bylaw office.
17. The Tenants requested an order to be compensated \$931.83 which represents the difference between the amount they spent on purchasing prepared meals from September 1, 2024, to September 27, 2024, \$1,284.03, and their grocery bill in April 2025, \$352.20.
18. The Landlord stated that the stove was in working condition although one burner smoked a bit. He was told to either clean it or replace it, but he chose to replace it on September 26, 2024, when he purchased and installed a new one.
19. Despite the Landlord's statements that he was given an option on whether to replace or clean the stove, the stove was in a poor condition, dirty, melted and broken in part, and the Tenants believed it to be a safety concern. This fear was shared by the bylaw officer who

ordered the Landlord to either clean the stove or replace it. The Landlord breached the Act by failing to maintain the stove, and given the condition, I am surprised by the cleaning option given by the city. Due to the Landlord's breach of the Act, he will be ordered to pay to the Tenants, 30% of the \$92.05 daily rate for the rental unit which is \$745.74 (\$27.62 x 27 days from September 1, 2024, to September 27, 2024).

Dryer

20. On September 2, 2024, the Tenants informed the Landlord that the unit was not drying properly. On September 27, 2024, the Landlord tried to fix it but was unable to. By October 10, 2024, the Landlord hired a contractor who did.
21. The Landlord claimed that he was informed on October 1, 2024, and due to scheduling issues was not installed until October 10, 2024.
22. The text messages between the parties presented as evidence by the Tenant shows that sometime in October 2024, the Landlord asked the Tenants if they cancelled the service appointment for the dryer. The Tenants responded that there was some scheduling issue and that the appointment would take place the day after.
23. Therefore, while I am satisfied that the Landlord failed to repair the dryer from September 2, 2024, by September 27, 2024, the Landlord took steps to repair it failing which he hired a technician to have it fixed. The Tenants are entitled to 5% (\$4.60) rent abatement for the period from September 2, 2024, to September 26, 2024 (25 days) at \$115.00.

Window Screens

24. The screens in two rooms in the rental unit had holes and prevented the Tenants from opening the windows. The Landlord removed them for repairs on September 1, 2024, but they were not returned until November 2, 2024.
25. Although the Landlord claimed they were replaced on October 16, 2024, the Tenants presented text messages dated November 1, 2024, in which the Landlord stated that he would bring the screens tomorrow.
26. I am satisfied from the evidence that the screens were damaged and were not replaced within a reasonable time by the Landlord. Therefore, the Tenants are entitled to rent abatement of 2% (\$1.84) rent abatement for the period from September 2, 2024, to November 2, 2024 (63 days) at \$115.92.

Overhead Lights

27. The lights did not work in one of the bedrooms as relayed to the Landlord in the email from September 2, 2024. The parties agree that this issue was resolved on September 13, 2024.
28. Therefore, the Tenants are entitled to rent abatement of 2% (\$1.84) rent abatement for the period from September 2, 2024, to September 13, 2024 (12 days) at \$20.08.
29. The Tenants are entitled to a total rent abatement of \$1,568.83 due to the Landlord's failure to meet their maintenance obligations.

30. The Tenants incurred costs of \$48.00 for filing the application, and this amount must be refunded by the Landlord.

It is ordered that:

1. The Landlord shall pay the Tenants \$1,568.83. This amount represents:
 - \$544.17 for the cleaning costs and time expended by the Tenant to clean the unit
 - \$745.74 rent abatement for the lack of a safe stove
 - \$115.00 rent abatement for the nonfunctioning dryer
 - \$115.92 rent abatement for the damaged screen, and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 31, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 31, 2026, the Landlord will owe interest. This will be simple interest calculated from April 1, 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.

March 9, 2026
Date Issued

Jitewa Edu
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.