



Order under Section 30 and 31 Residential Tenancies Act, 2006

Citation: Sarah v Kelebay, 2026 ONLTB 23612

Date: 2026-03-23

File Number: LTB-T-075609-25 & LTB-T-074641-25

In the matter of: 1F, 1649 BLOOR ST W
TORONTO ON M6P1A6

Between: Sarah Hicks Tenant

And

OakCreek Property Management Landlord

Sarah Hicks (the 'Tenant') applied for an order determining that OakCreek Property Management (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant (T2 Application).

The Tenant 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).

These applications were heard by videoconference on February 11, 2026 at 1:28 p.m.

The Tenant Sarah Hicks, the Tenant's representative Janis Taylor, licensed paralegal, the Landlord's agent Emma Kelebay and the Landlord's representative Jason Paine, licensed paralegal attended the hearing. Orion Kelebay also attended the hearing as a witness for the Landlord.

Preliminary Issues:

Board's Maximum Monetary Jurisdiction

1. The total amount being sought by the Tenant exceeds the Board's monetary jurisdiction. Subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') limits the monetary jurisdiction of the Board to that of the Small Claims Court; that amount is \$50,000.00.
2. At the outset of the hearing, the Tenant's representative indicated that they understood the maximum amount the Landlord could be ordered to pay is \$50,000.00, which is the

monetary jurisdiction of the Board and agreed to waive any amount owing over an about that amount.

Particulars of the Tenant's T2 application

3. The Landlord's representative requested the Tenant's application be dismissed as there were not sufficient particulars contained in the Tenant's T2 application.
4. Pursuant to *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (ONSC DC), applications must contain sufficient particulars. The Landlord's representative alleged there were insufficient particulars with respect to the incidents pertaining to the harassment as there were no dates and times contained in the application and further alleged there were limited dates and time periods specified with respect to the substantial interference claims. The Tenant's representative also alleged the T2 application was redundant and sought remedies in the form of a rent abatement identical to the T6 application and for these reasons the matter ought to be dismissed.
5. The Tenant's representative requested to withdraw the portion of the application with respect to harassment claims. As this was undisputed by the Landlord, the Board consented to the request.
6. With respect to the substantial interference claims, the Tenant's representative submitted these matters were being heard together, and by reading the T6 and T2 applications together, there was sufficient clarity in the application, and it should proceed.

Analysis

7. There is no longer a need for me to consider any further issues related to the harassment claim as the matters related to harassment in the application were withdrawn, so any request to dismiss based on a lack of particulars surrounding the harassment allegations are moot.
8. With respect to the remaining issues, I find that that the Tenant's application contains significant particulars, including sufficient dates and times of the alleged maintenance issues that led to the ongoing substantial interference allegations.
9. This is a not a straightforward case, but the substantial interference issues are clear. In this case, I find there are simply multiple issues that require multiple applications and pursuant to the Board's Guideline 6 regarding substantial interference, "this is a broad provision than can cover a wide variety of conduct and activities. In some cases conduct that substantially interferes with a tenant's reasonable enjoyment may also constitute a breach of other, more specific sections of the RTA." therefore simply because multiple applications were brought, is not a sufficient reason for me to arrive at the conclusion there was confusion or ambiguity to dismiss this case or deem the T2 application redundant.
10. Also, I find that the Landlord received adequate notice of the hearing. Both sides were present at the hearing with their representatives, and the Landlord had received the Tenant's evidence 7 days before the hearing in accordance with LTB Rule of Procedure

19. I am therefore satisfied that the Landlord has an adequate opportunity to know the issues and be heard on the matter.

11. Therefore, but for the harassment claim which has been withdrawn, the Landlord's request to dismiss the T2 portion of the Tenant's application is denied.

Determinations:

12. The Tenant's T6 Application was filed September 9, 2025. The Tenant alleges the Landlord failed to comply with maintenance standards in relation to the pests in the rental unit, the holes in the baseboards/behind the bed, the oven, the smoke alarm, the kitchen cupboard door, the kitchen sink area and the front door. The Tenant's T2 Application was also filed September 9, 2025 and it further alleges the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit and residential complex by not addressing the ongoing maintenance issues listed in the T6 Application.

13. The Tenant seeks a rent abatement for the period of time when the unit was in a state of disrepair, seeks reimbursement for out-of-pocket expenses related to food, moving expenses, as well as rent differential and general damages.

14. As explained below, the Tenant proved some of the allegations contained in their applications on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$1,171.72 for a rent abatement and the cost of filing the application by April 3, 2026. Below are my reasons.

T6 – Maintenance Issues

15. Pursuant to subsection 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.

16. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, ("Onyskiw") 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.

17. I must also apply subsection 30(2) of *the Act*, and consider whether the tenant, or former tenant, advised the landlord of the alleged breaches before applying to the Board, and the parties' duty to mitigate found in section 16 of *the Act*.

T2 – Substantial Interference

18. The Tenant submitted that the ongoing maintenance issues listed in the T6 Application, contributed to interference with her reasonable enjoyment of the unit. The question to be

determined by the Board is whether the actions of the Landlord, alone or in the aggregate resulted in a substantial interference of the Tenants' reasonable enjoyment of the rental unit.

19. 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.

Pest Issue

Tenant's Evidence

20. The Tenant submits that a cockroach infestation was present in the rental unit for an ongoing period of time, re-emerging around April 2025 and continued until the end of the tenancy. The Tenant testified that she first notified the Landlord on April 23, 2025, and followed up again on August 31, 2025, when the issue had worsened.
21. The Tenant further testified that the infestation escalated over time, from approximately 2/10 severity in April 2025, primarily at night, to 10/10 in severity by August 31, 2025, occurring throughout the day and during the night, with approximately 10–20 cockroaches observed daily.
22. The Tenant stated that cockroaches were present in the kitchen, including inside the fridge impacting her ability to store and prepare food. The Tenant testified that this caused her to barely eat and resulted in significant mental and physical distress. The Tenant submitted a medical note into evidence dated August 12, 2025, indicating attendance at a walk-in clinic and subsequent absence from work from August 7, 2025 to August 21, 2025. However, the documentation does not specify the reason for attendance.
23. The Tenant did not lead any photographs or video recordings of cockroaches.

Landlord's Evidence

24. Emma Kelebay ("EK") the Landlord's agent and property manager testified that there were no pest issues in the unit prior to the tenancy and that pest control was engaged in any response to complaints and that treatments appeared to be effective.
25. The Landlord submitted pest control reports from Abell Pest Control dated September 8, 2025, and October 2, 2025. The October 2, 2025 report indicates no cockroach activity. The Landlord relied on these reports to support the position that the issue was addressed and that any infestation was minimal.
26. The Landlord also submitted correspondence dated August 31, 2025, indicating that attempts were made to contact pest control following the Tenant's complaint. On cross-examination, the property manager acknowledged receiving the Tenant's April 23, 2025 complaint and failing to follow up.

Analysis

27. Applying the framework in *Onyskiw*, I find on a balance of probabilities that a cockroach issue existed in the rental unit; however, I have also considered that the Tenant did not lead any photographs or videos of cockroaches. This absence of objective evidence impacts the weight I place on the Tenant's evidence regarding the severity of the infestation. While I accept that cockroaches were present, I am not satisfied that the infestation reached the most extreme levels described by the Tenant. This issue will be further considered in the remedy section.
28. I have also considered the Landlord's reliance on pest control reports from Abell Pest Control dated September 8, 2025, and October 2, 2025. While the Landlord relies on these reports to demonstrate that the issue was addressed and impacts were minimized, I find that the evidence that professional services were contracted undermines the Landlord's position that this issue was insignificant - the fact that pest control was engaged supports the conclusion that a pest issue existed. Further, upon review, the pest control documentation references treatment of "Unit 1B," which appears to be an adjacent unit. This inconsistency reduces the weight I place on these reports as evidence that the Tenant's unit was adequately treated.
29. I also find that the Landlord was aware of the issue as early as April 23, 2025 and failed to take reasonable steps to address it until early September 2025, as evidenced by the August 31, 2025 correspondence and subsequent pest control engagement. This delay was not reasonable in these circumstances.
30. With respect to substantial interference, in this case, I find that the presence of cockroaches, particularly in the kitchen, interfered with the Tenant's reasonable enjoyment of the unit. However, the degree of interference is moderated by the lack of corroborating evidence regarding severity.
31. I therefore find that the Landlord breached its maintenance obligations and that this breach resulted in some level of substantial interference. This finding contributes to the total rent abatement calculated below.

Baseboards / Hole Behind Bed Issue

Tenant's Evidence

32. The Tenant testified that there were holes in the walls of the unit, including behind the bed, from the early period of the tenancy. The Tenant provided videos dated August 21, 2025, as well as photographs showing gaps in the wall, and issues with the baseboards, including a hole in the bedroom approximately the width of a pencil and a larger gap behind the bed.
33. The Tenant testified that these holes exposed pipes and lacked insulation. She further testified that cockroaches entered through these openings, including crawling on her while she slept.

Landlord's Evidence

34. Orion Kelebay ("OK"), who was responsible for completing maintenance in the unit, testified that the issue was first brought to his attention upon receipt of the Tenant's application. After completing an inspection of the unit, the witness acknowledged the presence of a hole approximately the size of a two-by-four.
35. The Landlord repaired the area on September 29, 2025, and provided photographic evidence of the repair. OK acknowledged that the baseboard was not replaced but rather patched and painted. OK further acknowledged missing the larger hole behind the bed during earlier inspections.

Analysis

36. Applying *Onyskiw*, I find that the presence of holes in the walls and baseboards constitutes a maintenance issue and the Tenant's evidence establishes that these openings existed for a significant period and may have contributed to pest entry.
37. The Landlord acknowledged the existence of at least one significant hole and failed to address it until September 29, 2025. The Landlord's evidence that the issue only came to their attention upon receipt of the application is undermined by the nature and visibility of the defect, particularly the larger hole behind the bed.
38. I find that the Landlord failed to adequately inspect and maintain the unit, resulting in a delayed response to a visible maintenance issue.
39. With respect to substantial interference, I accept that the presence of holes, particularly those which were a contributing factor to pest entry, contributed to the Tenant's discomfort. However, the primary interference is more appropriately captured under the pest issue under the meaning of section 22 of *the Act*.
40. I therefore find a breach of the Landlord's maintenance obligations, with limited but contributing impact on the Tenant's reasonable enjoyment. This finding contributes to the total rent abatement calculated below.

Oven Issue

Tenant's Evidence

41. The Tenant testified that the oven became defective on or about August 12, 2024. The Tenant submitted correspondence dated September 21, 2024 requesting an update regarding the oven repair. Additional correspondence dated April 11, 2025 raised concerns about burn marks, and further follow-up correspondence was submitted dated June 29, 2025.
42. The Tenant submitted into evidence a video dated August 22, 2024 showing the oven reaching approximately 475°F while the dial was set to a lower temperature. Photographs from the same date also show burn marks around the oven. To explain, the Tenant

testified that the oven overheated regardless of the temperature setting and that the door was hanging off. The Tenant further testified that the oven was unsafe to use and that she avoided using it, relying on takeout and using the stovetop sparingly.

Landlord's Evidence

43. The Landlord denied breaching their maintenance obligations.
44. OK testified that on April 23, 2025, the oven door was functioning and that some screws were replaced. The Landlord submitted photographic evidence dated September 25, 2025 showing grease and food residue in the oven, and a photograph dated October 2, 2025 showing brown residue on surrounding surfaces. The Landlord asserted that these marks were grease rather than burn damage. The Landlord relied on section 33 of *the Act*, alleging that the Tenant failed to maintain regular cleanliness of the unit and that the Tenant's negligence in cleaning the appliance was the cause of any issue.
45. The oven was removed on September 29, 2025 and replaced on October 2, 2025.

Analysis

46. The Landlord's evidence attributes the condition of the oven to cleanliness concerns, including grease and food residue, and relies in part on section 33 of *the Act*. However, I do not accept that the issue was solely one of cleanliness. The Landlord ultimately removed and replaced the oven on October 2, 2025. In my view, if the issue were limited to cleanliness, it would have been reasonable to expect that the Landlord would have arranged for cleaning of the appliance rather than its replacement. The decision to replace the appliance supports the conclusion that the oven was not functioning properly and required more than routine cleaning.
47. Further, the Landlord's evidence does not adequately address the overheating issue demonstrated in the Tenant's video evidence. I prefer the evidence of the Tenant regarding the functionality of the oven; even if the Landlord did complete a technical assessment of the oven, it was not addressed for several months after the initial complaint and no additional measures were taken by the Landlord, such as calling an electrician, after subsequent complaints from the Tenant. Therefore, I find that the Landlord was aware of the issue through multiple communications beginning in August 2024 and failed to take reasonable steps to repair or replace the oven until October 2025. This delay is not reasonable in the circumstances.
48. With respect to section 33, while I accept that there may have been some cleanliness concerns, I do not find that these concerns materially contributed to the core malfunction of the oven.
49. With respect to substantial interference, I find that the defective oven impaired the Tenant's ability to safely prepare food. While the stovetop remained partially usable, the loss of a well-functioning oven constitutes a meaningful interference with the Tenant's reasonable enjoyment of the unit within the meaning of Section 22 of *the Act*.

50. Accordingly, I find that the Landlord breached its maintenance obligations and that this breach resulted in moderate substantial interference. This finding contributes to the total rent abatement calculated below.

Smoke Alarm

Tenant's Evidence

51. The Tenant testified that there was no smoke alarm in the unit from the time she moved in on August 5, 2022. The Tenant stated that she notified the Landlord on April 23, 2025, and raised the issue multiple times thereafter, although she could not recall exact dates. Entered into evidence was an email from the Tenant to the Landlord dated April 23, 2025 referencing a previous conversation where the Tenant made the Landlord aware of the absence of a smoke alarm in the rental unit.
52. The Tenant further testified that the absence of a smoke alarm caused her to feel unsafe, particularly in light of the oven issues.

Landlord's Evidence

53. The Landlord's evidence indicates that a smoke alarm was installed on September 29, 2025. There is no evidence that the Landlord addressed the issue prior to that date.

Analysis

54. Applying *Onyskiw*, the absence of a smoke alarm is a serious maintenance and safety issue. The Tenant's uncontested evidence is that no smoke alarm was present from the beginning of the tenancy in August 2022 and that the issue was raised with the Landlord by April 2025 at the latest.
55. The Landlord did not install a smoke alarm until September 29, 2025. There is no evidence of any earlier attempt to address the issue.
56. I find that the Landlord failed to meet its statutory obligation to ensure the presence of a functioning smoke alarm for an extended period. This failure is not reasonable in any context and represents a significant breach of maintenance obligations.
57. With respect to substantial interference, I find that the absence of a smoke alarm, particularly in conjunction with the oven issues, created a legitimate safety concern that interfered with the Tenant's reasonable enjoyment of the unit that falls within the meaning of section 22 of *the Act*.
58. I therefore find a serious breach of the Landlord's obligations and substantial interference with the Tenant's reasonable enjoyment. This finding contributes to the total rent abatement calculated below.

Cupboard Door

Tenant's Evidence

59. The Tenant testified that a cupboard door hinge broke on January 16, 2025, and reported the issue the same day. The Tenant submitted a photograph taken on January 16, 2025, showing the broken door.
60. The Tenant testified that the Landlord responded on April 23, 2025, asserting that the damage was caused by the Tenant and that the cupboard could not be repaired and would need replacement at the Tenant's cost. The Tenant disputes this assessment and maintains that the damage was due to a defect or normal use.

Landlord's Evidence

61. OK testified that the cupboard door was repaired, and a photograph dated September 25, 2025, was submitted showing the door in acceptable condition.
62. The Landlord maintained that the damage was caused by the Tenant.

Analysis

63. Applying the contextual approach set out in *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, I find that the issue of the cupboard door does not establish a breach of the Landlord's maintenance obligations.
64. The evidence before me indicates that the cupboard hinge broke on January 16, 2025. I find on a balance of probabilities that this issue is consistent with normal wear and tear, as the Tenant led insufficient evidence to prove that the condition of the cupboard door resulted from a failure by the Landlord to maintain the unit in a good state of repair.
65. Further, I find that the issue was minor in nature and did not meaningfully impact the Tenant's use of the rental unit. Even if there was some delay in addressing the issue, the limited scope and impact do not support a finding that the Landlord failed to respond reasonably in the circumstances.
66. With respect to the Tenant's claim of substantial interference, I find the Tenant failed to lead sufficient evidence to prove that the condition of the cupboard door interfered with the Tenant's reasonable enjoyment of the unit in any material way.
67. Accordingly, I find that the Tenant has not established a breach of the Landlord's obligations under *the Act*, nor has the Tenant established substantial interference in relation to this issue.

Holes Under Kitchen Sink

Tenant's Evidence

68. The Tenant testified that there were holes under the sink, which she believed contributed to the presence of cockroaches. No further evidence was provided regarding the extent of the issue or its impact.

Landlord's Evidence

69. The Landlord denied knowing about the sink issue and maintained the holes under the kitchen sink were normal and did not rise to the level of being a breach in the Landlord's maintenance obligations.

Analysis

70. I find that there is insufficient evidence to establish the existence, extent, or impact of the alleged holes under the sink.

71. The Tenant provided minimal testimony and documentary evidence to illustrate that the holes, which in my view from the limited evidence that was provided were necessary for the plumbing, rose to the level of being a breach in the Landlord's maintenance obligations. Furthermore, the Tennat failed to prove on balance of probabilities the Landlord was notified of this issue.

72. In the absence of sufficient evidence, I am unable to find a breach of the Landlord's maintenance obligations or any resulting substantial interference.

Front Door Issue

Tenant's Evidence

73. The Tenant testified that the front door became difficult to close and lock, particularly by October 2025. The Tenant attributed this to water damage causing the door to swell. The Tenant entered into evidence photographs showing damage to the top of the door, loose hinges, and issues with the locking mechanism. The Tenant testified that while the door could be locked, it could be forced open without a key.

74. The Tenant further testified that this caused safety concerns given the location of the unit on a busy street.

Landlord's Evidence

75. OK testified that the Tenant was exaggerating the condition of the door, and upon inspection on September 25, 2025, no functional issues with the door were observed. The Landlord submitted photographs into evidence dated October 2, 2025 showing the condition of the door. OW testified that the issue was aesthetic and mainly included

peeling paint. OW further testified that a cat's scratching post or similar object may have contributed to the condition of the door.

76. The Landlord acknowledged minor water damage but did not undertake repairs.

Analysis

77. Applying Onyskiw, I find that the Tenant has not established on a balance of probabilities that the front door was functionally defective.

78. While the Tenant provided photographs and testified to difficulty closing and locking the door, she acknowledged that the door could be locked and that no unauthorized entry occurred. Here I prefer the Landlord's evidence insofar as the issue was largely aesthetic and did not impair function.

79. I find that the evidence does not establish that the door posed a genuine security risk or that the Landlord failed to respond reasonably to a known maintenance issue. Accordingly, I do not find a breach of the Landlord's maintenance obligations or substantial interference with the Tenant's reasonable enjoyment.

Mould / Spot on Ceiling

Tenant's Evidence

80. The Tenant testified that a spot appeared on the ceiling on August 23, 2025, which she believed to be mould. The Tenant stated that she reported the issue on the same date.

81. The Tenant testified that the issue was never addressed by the Landlord. She ultimately attempted to clean the area herself using bleach.

82. No documentary evidence of mould was provided.

Landlord's Evidence

83. The Landlord denied there is mould in the unit. OK testified that during an inspection on September 25, 2025, no mould was observed.

Analysis

84. Applying Onyskiw, I find that the Tenant has not established that mould was present in the unit. The Tenant's belief that the ceiling spot was mould is not supported by objective evidence, including an objective testing of documentation. Moreover, the Tenant mitigated the issue by cleaning the area, and no further evidence of recurrence or severity was provided. The Landlord's inspection did not identify mould.

85. In the absence of sufficient evidence, I am unable to find a breach of the Landlord's maintenance obligations or any substantial interference with the Tenant's reasonable enjoyment.

Remedies

86. As a preliminary matter, I note that the Tenant filed the application on September 9, 2025. Accordingly, pursuant to *the Act*, any remedies are limited to the one-year period preceding the application.
87. The monthly rent for the unit was \$1,586.26.
88. In determining an appropriate remedy, I have considered the guidance of section 16 of *the Act*, which requires a party claiming compensation to take reasonable steps to mitigate their losses.

Rent Abatement

89. The Tenant seeks a rent abatement of 40% for a 12-month period in compensation for the Landlord's breach in maintenance obligations, and a further rent abatement of 50% for a 12-month period in compensation for substantial interference with the Tenant's reasonable enjoyment of the rental unit. I find the Tenant's request for a rent abatement is not reasonable, but some compensation is warranted.
90. An abatement of rent is a contractual remedy based on the principle that if the tenant is paying 100% of the rent, then the tenant should be getting 100% of the services; and should a tenant receive any reduction in services, then a tenant should be entitled to abatement equal to the difference in value. The Tenant bears the onus of establishing both the existence of a breach and the extent to which it impacted their reasonable enjoyment of the rental unit.
91. Taking the following factors into account, I find that a more modest rent abatement is appropriate.
92. In this case, I find that the Tenant's evidence regarding impact was limited. While the Tenant testified to alleged significant effects on daily life, including difficulties with food preparation, sleep, and school performance, little to no documentary evidence was submitted to support these claims. Although some medical documentation was provided, the evidence does not establish that the Tenant's health concerns were caused by or attributable to the conditions in the rental unit. Similarly, no documentary evidence was submitted to support the Tenant's claims regarding academic impact or sleep disturbance.
93. With respect to the pests, baseboards and holes, I have considered these issues together, as they are interrelated. I must now consider the appropriate method to calculate a fair and reasonable value of the rent abatement. While I find that a pest issue existed and that holes in the unit may have contributed to it, the severity of the issue was not established to the extent alleged by the Tenant - including as I have already noted that no photographs or videos were submitted showing the significant presence of pests. This absence of objective documentary evidence reduces the weight I place on the Tenant's testimony regarding their claims about the alleged severity of the infestation. Therefore, a modest abatement of 5% of the lawful monthly rent is appropriate from April 23, 2025 to September 9, 2025 to be reasonable in this circumstance to compensate the Tenant for

the reduction in services and impact on reasonable enjoyment. I do acknowledge the challenges faced by the Tenant and have considered the Tenant's circumstances. Based on the monthly rent, the daily rent/compensation is \$52.15. ($\$1,586.26 \times 12$, divided by 365 days) making the rent abatement \$362.44 which is 5 per cent of $\$52.15 \times 139$ days.

94. With respect to the oven issue, while I find that the oven was not functioning properly, the Tenant retained partial use of the stovetop I have also considered the Tenant's obligation to mitigate under section 16 of *the Act*. The onus is on the Tenant to demonstrate that she took reasonable steps to mitigate the Landlords' damages. Here, the Tenant testified that she avoided using the oven and mainly relied on takeout food. However, I find that it would have been reasonable for the Tenant to obtain an inexpensive alternative cooking appliance, such as a hot plate or toaster oven, to mitigate her losses. There is no evidence that the Tenant took such steps. In the circumstances, I find that a reduced abatement of 2% of the monthly rent is appropriate for the period during which the oven was not functioning properly and similarly to compensate the Tenant for the corresponding impact on their reasonable enjoyment, which was a period of 365 days. Based on the monthly rent, the daily rent/compensation is \$52.15. ($\$1,586.26 \times 12$, divided by 365 days) making the rent abatement \$380.64 which is 2 per cent of $\$52.15 \times 365$ days.

95. With respect to the absence of a smoke alarm, I find this is a safety issue which went unrepaired; however, there is limited evidence of specific impact beyond general safety concerns. In the circumstances, I find that a modest abatement of 2% of the monthly rent is appropriate for the period during which there was no functioning smoke alarm which also takes into consideration the impact on the Tenant's reasonable enjoyment of the rental unit, which was a period of 365 days. Based on the monthly rent, the daily rent/compensation is \$52.15. ($\$1,586.26 \times 12$, divided by 365 days) making the rent abatement \$380.64 which is 2 per cent of $\$52.10 \times 365$ days.

96. No abatement is awarded for the remaining issues, as I have found either no breach and/or no substantial interference.

97. Therefore, based on the reasons above, I find that a rent abatement of \$1,171.72 is appropriate in the circumstances.

Out-of-Pocket Expenses

98. The Tenant testified she incurred food-related expenses as a result of the Landlord's failure to repair the oven. The Tenant is seeking reimbursement for \$2,000.00 for the costs of takeout and other food related expenses.

99. While such expenses may be remunerative where proven with reasonable certainty, the Tenant provided no documentary evidence including no receipts, invoices, bank records, or other objective evidence in support of these claims. Meals and food related expenses are typically supported by readily available documentation, and none was produced.

100. Based on the lack of any supporting evidence I am not convinced the Tenant has proven on a balance of probabilities the value of the additional food was \$2,000.00. As a result, there is no documentary evidence to corroborate the Tenant's testimony about the scope

and scale additional food costs. The Tenant did not even provide a detailed explanation including no specific dates, times and locations of the meals purchased or consumed. In the absence of any evidence showing the Tenant incurred this quantity of expenses, this remedy is denied. In my view, all of this substantiating evidence was easily available to the Tenant and yet none of it was presented.

Moving Expenses and Rent Differential

101. The Tenant sought \$3,168.00 for moving expenses and rent differential. This portion of the Tenant's claim is also dismissed.
102. The only evidence submitted in support of the claim for moving expenses was a list of alleged expenses captured on a notes document in a cell phone. I place no weight on this document, as it is unsupported by receipts or any form of verification, meaning the Tenant has led no documentary evidence establishing that these alleged expenses were actually incurred including no receipts, invoices, bank statements, or other documentary evidence were filed to substantiate these amounts. In my view, all of this substantiating evidence was easily available to the Tenant and yet none of it was presented. In the absence of receipts or other objective proof, I find it is not appropriate to award compensation based solely on unsubstantiated oral testimony for expenses that, by their nature, are easily documented.
103. Further, with respect to rent differential, the Tenant testified that she moved from the subject unit which was a studio apartment (approximately 300–500 square feet), into a one-bedroom unit with additional amenities, including a separate living area, kitchen, balcony, and increased square footage (approximately 600 square feet).
104. In these circumstances, I find that any increase in rent is attributable to the Tenant obtaining a larger and more amenity-rich unit, rather than as a direct result of the Landlord's breach. Even if this were not the case, the Tenant further submitted she now lives with a roommate; yet no submissions were made about which proportion of expenses each party is responsible for in the new rental unit and their living arrangement, nor is it immediately clear to me based on the evidence provided that the Tenant actually incurred additional expenses. In any event, the Tenant led insufficient documentary evidence to substantiate the alleged rent differential.

Other Remedies/General Damages

105. In her application, the Tenant requested \$15,000.00 for effects on daily life, including difficulties with food preparation, impact on sleep, academic performance and inconvenience which led to an impact on the Tenant's health. The Tenant submitted no relevant medical documentary evidence to support her testimony that she was suffering from sleep issues, emotional distress as a direct result of the issues with the rental unit; and, the Tenant led insufficient evidence to show how the Landlord's actions directly resulted in the Tenant being unable to perform at school. The onus is on the Tenant to prove their claim, and I find the Tenant led insufficient evidence to adequately prove they were entitled to the aforementioned remedy.

106. As the Tenant vacated the unit, the Tenant withdrew their request for an order to complete pest treatment and their request for an order prohibiting the Landlord from increasing the rent until the issue was remedied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,171.72. This amount represents:
 - \$1,123.72 for a rent abatement
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 3, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 3, 2026, the Landlord will owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 23, 2026
Date Issued

Greg Witt
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.