



**Order under Section 30 / 31 / 69 / 88.2 / 89
Residential Tenancies Act, 2006**

Citation: Ferguson v Oskouyan, 2026 ONLTB 24461

Date: 2026-03-26

File Number: LTB-T-012337-24 & LTB-L-095117-24

In the matter of: 6731 NOTRE DAME ST
ORLEANS ON K1C1H2

Between: Cindy Ferguson Tenant

And

Dan Oskouyan Landlord

Cindy Ferguson (the 'Tenant') applied for an order determining that Dan Oskouyan (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.
- withheld or interfered with their vital services or care services and meals in a care home.
- failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

And

Dan Oskouyan Landlord

And

Cindy Ferguson Tenant

Dan Oskouyan (the 'Landlord') applied for an order to terminate the tenancy and evict Cindy Ferguson (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Dan Oskouyan (the 'Landlord') applied for an order requiring Cindy Ferguson (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Dan Oskouyan (the 'Landlord') applied for an order requiring Cindy Ferguson (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on December 22, 2025.

The Tenant, the Tenant's Legal Representative Sarah Sproule and the Landlord attended the hearing.

Determinations:

T2/T6 Application

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.

Substantial interference

2. The Tenant testified that she rents the upper three-bedroom unit and has exclusive possession of that portion of the rental unit. She stated that she does not have access to the basement, garage, or full driveway.
3. The Tenant presented the written lease agreement from September 2017 which assigns water charges to the Tenant and snow removal and yard maintenance to the Landlord.

Roof and Water Infiltration

4. Ms. Ferguson testified that the roof began within days of moving into the rental unit in October 2017. The Tenant notified the Landlord of ceiling collapse and water saturation on October 30, 2017, including drywall falling in the living room.
5. Since 2017, the Tenant testified that water infiltration has occurred two or three times per year affecting the living room, master bedroom, and second bedroom (child's room). Ms. Ferguson stated that the Landlord repairs consisted of temporary patches,

plywood were placed over roof openings, and roofing paper applied without proper replacement of roofing materials.

6. In October 2025, the ceiling in the Tenant's master bedroom collapsed entirely, exposing the attic and exterior light. At the time of the hearing, the room remained unfixed, with plywood installed by the Tenant and tarps placed externally.
7. The Tenant identified photographs taken on November 5, 2025, showing plywood installed above the collapsed ceiling area.
8. Additional photographs dated October 22, 2025, depict multiple holes in the roof, severe deterioration of the shingles, exposed plywood, areas where daylight could be seen through the roof through from inside the master bedroom, and damage near the eavestroughs.
9. The Tenant testified that due to the Landlord's inaction, she arranged for her friend Wes to undertake emergency temporary measures to prevent further water intrusion. The work occurred over multiple days between October 17 and October 22, 2025, and involved approximately 18 hours of labour, performed by Wes alone.
10. Ms. Ferguson testified that she had Wes perform the repairs as she could not safely access the roof, she does not have the funds to hire a contractor, and she was hoping the Landlord would attend to start the repairs, which did not occur.
11. The tarp was purchased on or about October 20, 2025, and installed by October 22, 2025. The Tenant stated the delay of two day was during a period of persistent rainfall. She was present of the installation and testified that Wes had to block roof openings from inside and outside, the tarp was secured with wood blockings and nails, and the excess tarp material extended past the window but were tied. The Tenant submitted into evidence receipts for the tarp and materials.

Wildlife Intrusion and Contamination

12. The Tenant testified that raccoons continued to access the attic space through roof openings after the ceiling collapse.
13. On November 11, 2025, Wes accessed the attic to investigate noises and took photographs showing:
 - Active raccoon presence.
 - Nesting behaviour.
 - Displaced insulation; and
 - Visible raccoon feces and urine above the plywood installed in the ceiling.
14. The Tenant explained that the raccoons had urinated and defecated above the ceiling opening, contaminating the area. The contaminated plywood was removed and replaced by the Tenant and Wes. Entered evidence were the photographs at pages 133-135 which show feces, urine staining, and nesting materials.

15. The Tenant testified that the Landlord did not have a contractor attend the unit to assess roof repairs after October 17, 2025, no one attended to assess the interior damage, and no wildlife professional was hired to remove the raccoons. The Landlord did not present any evidence during the hearing to contradict this testimony.

Plumbing Leaks – Bathroom Sink and Tub

16. The Tenant tendered into evidence video 3 (3 (Document ID 6767939), taken in 2024, showing active water leakage from the plumbing beneath the bathroom sink when the sink is in use.
17. The Tenant testified that the Landlord had characterized the issue as a “minor leak,” however the video demonstrates that water flows significantly when the sink is used, causing damage to the cabinet interior and surrounding materials.
18. Photographs at pages 185–187, taken by the Tenant on March 19, 2024, show:
- Water damage around the bathtub.
 - Deterioration and moulding along trim and tiles.
 - Tiles beginning to detach and cave inward on the bathroom wall; and
 - A bathroom faucet handle that had detached and fallen off.
19. Photographs at page 188, taken on October 22, 2024, show the Landlord’s repair work, which consisted of:
- Installing a small piece of drywall.
 - Applying paint over the repair area; and
 - Leaving tiles unreplaced and unfinished.
20. The Tenant testified that the Landlord had advised around October 2024, that her bathroom was “done”.
21. Photographs at pages 189–192, taken between October 2024 and October/November 2025, show:
- Continued leakage under the sink.
 - Faucet handles detaching shortly after replacement.
 - Bathroom wall tiles falling off; and
 - Ongoing deterioration.

Water Billing Arrangement and Arrears

22. The Tenant testified that from the start of the tenancy, the water bill remained in the Landlord’s name, despite her request to place it in her own name. The Tenant stated that she paid the water charges to the Landlord directly when bills were provided.
23. She testified that the Landlord later refused to transfer the account into her name, preventing her from accessing any municipal or social assistance programs.

24. At page 194 of the Tenant's evidence confirms that the City of Ottawa permits landlord either to 1) keep utility accounts in the landlord's name or 2) arrange for tenants to be billed directly. Evidence at page 196 confirms the Tenant's request for ODSP assistance for water arrears was denied solely on the fact that the utility account was not in her name

25. The Tenant provided proof of payments to the Landlord of:

- \$500.00 on March 14, 2024.
- \$50.00 on March 21, 2025, totalling \$550 towards water arrears.

26. The Tenant testified that she does not know the current balance owing because the Landlord has stopped providing her copies of the bills.

Hot Water Temperature and Duration

27. The Tenant testified that for approximately one year (2023-2024) the hot water took a long time to heat, lasted no more than five minutes, and at times reached dangerously high temperature.

28. A photograph at page 201 shows water temperature readings of 171–174°F, which exceed municipal property standards.

29. The Tenant testified that the Landlord responded by turning the system up further, causing scalding water and the extreme temperature issue has since been resolve. However, the hot water remains inconsistent and limited in duration.

Landlord Communication and Conduct

30. Emails at pages 206-207 from the Landlord states that repairs "have nothing to do with the lease agreement", that the Tenant "thinks she has the right to determine how repairs are completed", and that she allegedly suffers from bipolar disorder or a mental disorder.

31. The Tenant testified that these communications made her feel dismissed, stigmatized, and discouraged from requesting repairs.

Municipal Property Standards Orders

32. The Tenant contacted Ottawa By-law due to the Landlord's failure to address ongoing maintenance issues.

33. Evidence from March 2024 confirms that municipal inspectors issued orders requiring the Landlord to:

- Properly repair roof sections using appropriate materials (page 215).
- Repair damaged soffits.
- Replace crumbling front concrete steps (page 216).
- Install handrails and guardrails (page 216).

- Repair the living room ceiling and bathtub wall (page 217).
 - Repair bathroom plumbing fixtures (page 218).
34. The Tenant testified that the Landlord undertook some work but did not complete repairs to the require standard.
35. Subsequent orders issued in December 2024, and January 2025 required, among other things:
- Engagement of a pest control specialist due to animal entry through roof openings (page 227).
 - Repair of bedroom leaks and soffits (page 228).
 - Repair of ceilings, walls, and plumbing leaks.
36. The Tenant testified that by-law officers attended the property multiple times and that the Landlord failed to respond to communications, requiring service of notices at his residence.
- Rent Withholding*
37. Ms. Ferguson testified that ODSP paid a portion of the rent directly to the Landlord, and that she personally paid the annual rent increase.
38. Due to the ongoing disrepair, the Tenant withheld the monthly amounts ranging from \$100 to \$176 in prior months and the full rent in the most recent month. I will note this evidence for context.
39. The Landlord cross-examined the Tenant on the evidence presented.
40. Landlord began with the water charges. The Landlord stated that, at the commencement of the tenancy, the parties discussed that the water account would remain in the Landlord's name and that this arrangement was reflected in the lease, which the Tenant signed. The Tenant acknowledged that the water account remained in the Landlord's name but testified that she objected to this arrangement at the outset and agreed only because the Landlord advised that she had no alternative if she wished to rent the unit.
41. The Landlord questioned why the Tenant did not raise concerns about obtaining financial assistance for water charges between 2017 and 2023. The Tenant testified that she did not experience financial difficulty during that period because her mother resided with her and contributed financially. The Tenant further testified that after her mother's death in 2021, and with rising costs of living, she experienced increased financial hardship, which ultimately led her to seek assistance. The Tenant acknowledged that she did not explicitly advise the Landlord earlier that she required assistance.
42. The Tenant confirmed that she made partial payments toward water arrears when able and testified that her inability to obtain municipal or social assistance was directly linked to the water account remaining in the Landlord's name.

43. The Landlord alleged that the Tenant repeatedly refused entry to permit repairs, including roof and ceiling repairs. In support, the Landlord referred to communications allegedly involving a contractor; however, the contractor was not present to testify, and the documentary evidence provided was unclear as to authorship, timing, and context. The Member advised that this third-party evidence would be given little or no weight.
44. When questioned directly, the Tenant denied refusing entry to contractors or the Landlord for repairs. She testified that on one occasion in May 2023 she requested that the Landlord attend with a third-party present, due to prior hostile communications, and stated that she did not refuse entry outright but sought a witness for her own protection.
45. The Tenant acknowledged that on January 27, 2023, she did not permit the Landlord to enter following notice; however, she explained that this occurred in the context of escalating conflict and safety concerns and was not a blanket refusal of access for repairs. The Tenant testified that she has permitted entry on multiple occasions, including in August or September 2024, when the Landlord attended and performed partial repairs.
46. The Landlord questioned if the roof damage initially occurred in 2017 and was repaired at that time, and that no further issues arose until 2023. The Tenant agreed that repairs were performed in 2017 but testified that subsequent leaks occurred in different areas years later and were documented by photographs and videos taken in 2024 and 2025. The Tenant rejected the suggestion that she submitted photographs from 2017 and misrepresented them as recent damage. She testified that the photographs submitted were taken in 2024 and related to separate areas of the unit.
47. The Landlord questioned the Tenant regarding an agreement reached in 2019 whereby the Tenant's then-partner performed yard maintenance in exchange for a parking space. The Tenant acknowledged that such an arrangement existed but testified that it later ended and that she did not agree to ongoing responsibility for yard maintenance indefinitely. The Tenant denied that this arrangement altered the Landlord's ongoing maintenance obligations.
48. On redirect, the Tenant testified that after the Landlord attended in late summer or early fall 2024 to perform certain repairs—including partial bathroom repairs and temporary measures to the front steps—municipal by-law officers later determined that those repairs did not meet property standards. The Tenant testified that additional Orders to Comply were issued in December 2024, including orders related to pest control, roof leaks, plumbing leaks, and interior damage.
49. The Tenant testified that when the Landlord sought entry in January 2025, he did not advise that licensed pest control would be attending, despite this being required by the by-law order. The Tenant testified that she has not refused entry for repairs since that time and that many of the ordered repairs do not require entry into the rental unit.

The Landlord's Evidence

50. The Landlord called Lisa Roddick as a witness. Ms. Roddick testified that she assisted the Landlord with cleaning and preparing the rental unit prior to the Tenant moving in.

She testified that at that time she observed no damage to the unit and that the front steps were in good condition, though she acknowledged that there was no handrail.

51. Ms. Roddick testified that a large tree branch was later placed on the porch following tree removal and that the cement steps deteriorated afterward, which she attributed to the weight of the wood. She testified that the home was constructed in approximately the late 1960s and that cement deterioration can be caused by weight or salt exposure.
52. She further testified that she had observed the Landlord entering the attic on several occasions to remove raccoons, estimating that this occurred approximately five times. She testified that the Landlord repaired openings created by raccoons and that the animals did not return for extended periods thereafter. She acknowledged that no licensed exterminator was hired and that the Landlord personally undertook the work, though she testified that he sought informal advice.
53. Lastly, testified that she had limited direct knowledge of the interior condition of the rental unit after the Tenant moved in, acknowledging that she had not been inside the unit for approximately four years. She testified that she assumed flooring damage may have resulted from animal feces but acknowledged that this was an assumption rather than direct observation. Ms. Roddick confirmed that photographs of the interior taken prior to the tenancy were not uploaded to the LTB portal.
54. Ms. Sproule cross-examined Ms. Roddick on the evidence presented.
55. During cross-examination, Ms. Roddick acknowledged that the cement steps were original to the home and decades old, that she did not know the roof's age, and that no licensed roofer or exterminator was retained to perform or verify the work. She further acknowledged that any testimony regarding interior damage since the start of the tenancy was not based on firsthand knowledge.
56. I find that Ms. Roddick evidence is limited in probative value, as much of it relates to conditions prior to the tenancy or is based on assumption rather than direct observation during the relevant period.
57. The Landlord Dan Oskouyan testified. He contends that the Tenant's application was retaliatory and was brought after he commenced an application to terminate the tenancy in May 2023. He alleged that the Tenant made untrue statements under oath, particularly concerning water billing arrangements, and testified that the Tenant did not object to the water account remaining in his name until after his termination application was filed.
58. He testified that he was not aware of significant bathroom wall damage until a municipal by-law inspection occurred, and that when he attended the unit he discovered extensive water saturation which he believed originated from roof leaks. He testified that he performed temporary roof repairs using plywood and water sheeting to prevent raccoon entry and further water infiltration. He acknowledged that he has not retained a licensed roofer to perform permanent repairs and that future plans include substantial renovation, including removal of the roof and construction of an additional unit, which he testified cannot be completed while the Tenant remains in possession.

59. The Landlord testified that he believes many issues were caused or exacerbated by the Tenant's conduct, including alleged interference with repair scheduling and refusal of entry, and he stated that the Tenant imposed time limits on his access. He acknowledged that on January 27, 2023, he was denied entry after providing notice. He further acknowledged that he has not complied with certain municipal orders, including those requiring licensed pest control services, and that he has been fined by the City.
60. The Landlord testified that some by-law orders were appealed unsuccessfully and that inspectors ultimately rejected any "grandfathering" exemption for property standards. He acknowledged that a December 2024 order remained outstanding, and that required work had not been completed.
61. Ms. Sproule cross-examined the Landlord on the evidence presented.
62. During cross-examination, I find that the Landlord made several material concessions, including:
- that roof repairs to date have largely consisted of temporary measures such as water sheeting and plywood.
 - that he has not paid or retained any licensed roofer or exterminator to complete the required work.
 - that municipal by-law orders explicitly required extermination services, which were not obtained.
 - that he performed bathroom repairs in mid-to-late 2024 after repeated reports of roof issues.
 - that water intrusion issues have persisted since at least 2017, with multiple inspections and orders issued thereafter.
63. The Landlord also confirmed that he has unrestricted access to the exterior of the home and that certain repairs could be performed without entering the rental unit.

Landlord's N5 Application

64. The Landlord testified that the Tenant interfered with his right of entry on January 27, 2025, despite having been provided with 24 hours' written notice by email the previous day. The Landlord referred to an email exchange dated January 27, 2025 (Document No. 698-9787), which he stated showed the Tenant refusing him entry and providing instructions as to what he should do following the refusal.
65. He explained that he wished to inspect damage to the ceiling and roof area, which he stated was less severe at the time than what later appeared in photographs submitted by the Tenant. He testified that he intended to assess and arrange repairs but was unable to do so due to the Tenant's refusal to allow entry.
66. Upon review, I noted that this alleged refusal of entry occurred after the N5 Notice had been issued and after the L2 application was filed, and that no amendment to the N5 was submitted to include this allegation. I advised the Landlord that evidence must relate to the allegations pleaded in the N5 and that post-notice conduct cannot be relied upon without proper amendment.

Water Charges Allegation

67. The Landlord alleged that the Tenant failed to pay water charges and sought compensation in the amount of \$1,854.35, as stated in the application. During the hearing, the Landlord asserted that the amount owing had since increased to approximately \$3,500–\$3,800, based on additional unpaid invoices.
68. I confirmed that no amendment to the application had been filed to reflect any increased amount. The Landlord was advised that the Board could only consider the amount pleaded in the application.
69. The Landlord produced several water bills, including:
- Document No. 461-1505 (August 16–October 14, 2024) – \$234.02
 - Document No. 461-1509 (June 17–August 15, 2024) – \$235.62
 - Document No. 461-1512 (April 18–June 16, 2024) – \$233.67
 - Document No. 461-1518 (February 18–April 17, 2024) – \$242.17
 - Document No. 461-1534 – \$239.43
70. The Landlord acknowledged that additional water bills had not been uploaded to the portal, including several invoices necessary to support the total amount claimed. He requested an adjournment to submit missing bills.
71. Ms. Sproule opposed the request, noting that the parties had participated in an Adjudicative Case Conference, were directed to upload evidence in advance, and that an interim order required full disclosure. I found that the Landlord had ample time to prepare and was familiar with the portal.
72. I denied the adjournment request, finding no legal basis to delay the matter, and cited the Board's obligation to deal with the proceedings expeditiously.

Yard and Exterior Maintenance Allegation

73. The Landlord alleged that the Tenant failed to maintain the yard, including snow removal and leaf cleanup. The adjudicator reviewed photographs contained in the Tenant's evidence package (pages 167–168), depicting snow on the driveway. I noted that the lease did not assign responsibility for exterior maintenance to the Tenant and reminded the Landlord that section 20 of the 'Act' places responsibility for maintenance on the landlord, including lawn care and snow removal.
74. The Landlord relied on an email dated May 31, 2019 (Document No. 294-3171), in which the Tenant discussed cutting grass and removing branches. The Landlord asserted this email constituted acceptance of an offer to perform maintenance in lieu of paying \$50 per month for parking.
75. I found that:
- There was no written contract for services
 - No evidence of consideration or enforceable agreement
 - No amendment to the lease
 - No evidence that the statutory maintenance obligation had been lawfully transferred

76. I determined that the email was insufficient to shift the Landlord's statutory maintenance obligations under the 'Act'.

Property Damage Allegations

77. The Landlord alleged damage to hardwood flooring caused by a dog and submitted an estimate (Document No. 472-1177) in the amount of \$1,117 for sanding and polishing approximately 80 square feet.

78. The Landlord also claimed additional damages totaling \$2,500, including repairs to front steps and door hardware. However:

- No estimate for the front steps was produced
- The Landlord acknowledged he could not locate the invoice
- Some repairs were self-performed without supporting documentation

79. I found that only the \$1,117 flooring estimate was supported by evidence, and that the remaining claimed amounts were unsubstantiated.

80. During the Landlord's presentation of his L2/N5 application, I repeatedly advised the Landlord that:

- The Board cannot assemble a party's case
- The onus of proof rests on the applicant
- Evidence must correspond to pleaded allegations
- Undisclosed or late evidence is not permitted absent exceptional circumstances

81. The Landlord confirmed that six water bills were missing, he did not file an amendment, nor was he calling any further witnesses.

Tenant's Rebuttal Evidence to the L2/N5 Application

82. Ms. Ferguson testified that the last water bill she received was in 2024, though she could not recall the specific month.

83. When asked whether she knew the exact amount currently owing for water charges, Ms. Ferguson stated that she did not. She confirmed, however, that she had previously paid \$550 toward water arrears in a prior application.

84. Ms. Ferguson testified that, under the lease, the Landlord is responsible for yard maintenance and snow removal.

85. The Tenant testified that she disagreed with the allegation, stating that the home is old and that the window hardware wore out through normal use. She denied misuse of the window.

86. Ms. Ferguson was shown a photograph at page 241 of the Tenant's book of documents and confirmed that it depicted the master bedroom window after the Landlord repaired it. She identified visible cracking beneath the crank and testified that this was not the

original condition of the window. She stated that the Landlord installed the window and is responsible for the repair.

87. She testified that the floors were not new when she moved in and showed signs of wear, scuffing, and deterioration. She stated that high-traffic areas, including the front entrance and living room, showed the most wear.
88. In response to allegations that pets damaged the floors or caused odours, she testified that her dogs had not damaged the floors. She explained that she had only owned the dogs for less than three years and that any odours in the basement area were related to humidity and ventilation issues, not pet neglect.
89. She denied that pet feces were routinely left on the floor and explained that any isolated incident occurred when the dog was frightened during repair work. She rejected the Landlord's assertion that she lived in unsanitary conditions. She stated that she regularly cleans litter boxes and immediately cleans any pet accidents unless she is not home.
90. Ms. Ferguson took the photographs on pages 245 and 246, and they were taken in December 2017 and March 2018, shortly after she moved into the unit.
91. The Tenant responded to the Landlord's allegation that she damaged the front steps by dragging a tree stump onto the porch. She testified that the stump was not dragged up the stairs and was instead lifted and placed from the side by another individual. She denied that the stump caused the damage alleged.
92. Ms. Ferguson testified regarding photographs at pages 242–244, which she stated depicted debris falling inside the Landlord's garage due to roof disrepair and raccoon intrusion. She testified that she took the photographs in summer 2025, that they had been in her possession since that time, and that they had not been altered.

Analysis

T2/T6 Application

93. The Tenant bears the onus of establishing, on a balance of probabilities, that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit or residential complex and failed to meet the Landlord's maintenance obligations.
94. Section 20 of the Act requires a landlord to maintain a rental unit in a good state of repair and fit for habitation, and to comply with health, safety, housing, and maintenance standards. The evidence establishes a persistent and significant failure by the Landlord to meet these obligations.
95. **Roof Condition and Water Infiltration** – The Tenant provided consistent and detailed evidence that water infiltration has occurred since 2017, affecting multiple areas of the rental unit. This evidence was supported photographs showing deteriorate roofing materials, opening in the roof structure, daylight visible from within the unit and the interior ceiling collapse.

96. Of particular concern is the October 2025 collapse of the master bedroom ceiling, which exposed the attic and exterior elements. The Tenant's evidence demonstrates that, at the time of the hearing, the condition remained unresolved.
97. During his testimony the Landlord acknowledged that repairs consisted of primarily temporary measures, including plywood and water sheeting. He admitted he had not retained a licensed roofer, and permanent repairs had not been completed.
98. I find that temporary patchwork repairs over an extended period do not satisfy the Landlord's obligations under section 20 of the Act. The failure to properly repair the roof has directly resulted in ongoing water intrusion and interior damage.
99. Wildlife Intrusion- I find that the Tenant's evidence establishes that raccoons accessed the attic through the roof openings resulting in nesting activity, feces and urine contamination and damages to insulation and interior structure. Also, the photographic evidence corroborates these conditions.
100. The Landlord admitted that he did not retain a licensed pest control professional, he attempted to address this issue himself, and he failed to comply with municipal orders requiring extermination services.
101. I find that the Landlord's failure to address wildlife intrusion in a timely manner constitutes a breach of his maintenance obligations and contributed to an unsafe and unsanitary living condition.
102. Regarding Plumbing and Bathroom conditions. The Tenant submitted video and photographic evidence establishing that active water leakage beneath the bathroom sink and deteriorating of walls and tiles. While the Landlord undertook some repairs, I find that the evidence shows these repairs were incomplete and ineffective, as deterioration continued shortly thereafter.
103. I find that the Landlord failed to complete repairs to a proper standard resulting in ongoing damages and non-compliance with property standards.
104. Municipal By-Law Orders- The Tenant submitted multiple municipal order requiring the Landlord to repair the roof, address plumbing issues, engage in pest control, and remedy structural deficiencies.
105. The Landlord acknowledged that certain municipal order remained outstanding, he has been fined, and that the required work has not been completed.
106. I assign significant weight to these independent findings of the municipal by-law orders. The existence of repeated and unresolved by-law orders is compelling evidence that the rental unit has not been maintained in accordance with applicable standards.
107. Substantial Inference- The conditions described above rise well beyond inconvenience and constitute serious interference with the Tenant's use and enjoyment of the unit. The Tenant experienced loss of use of portions of the rental unit, including a bedroom, ongoing exposure to water damage and structural instability, wildlife intrusion and contamination, and lastly unsanitary and unsafe bathroom conditions.

108. In addition, the Tenant testified that the Landlord's communications were dismissive and included comments regarding her mental health. These communications, which were supported by documentary evidence, contributed to the Tenant feeling discouraged from requesting repairs.
109. I find that the cumulative effect of prolonged disrepair, failure to adequate repairs and the Landlord's conduct and communication amounts to substantial interference with the Tenant's reasonable enjoyment of the rental unit.
110. I find the Tenant to be a credible witness. Her evidence was detailed and consistent, supported by photographs, videos, receipts, and municipal documentation. By contrast, the Landlord's evidence is undermined by several admissions, including his reliance on temporary repairs, failure to retain qualified professionals, and noncompliance with municipal orders.
111. The Landlord's witness, Ms. Roddick, had limited firsthand knowledge of the condition of the rental unit during the relevant period and acknowledged that portions of her testimony were based on assumption. I therefore assign her evidence limited weight.
112. Lastly, the Landlord alleged that the Tenant refused entry, caused or contributed to the damage, and brought this application in retaliation. I do not find these arguments persuasive. I find that the evidence establishes that any refusal was isolated and contextual, in other words, not a pattern of obstruction. There is no reliable evidence that the Tenant caused the structural or maintenance issue(s). Lastly, the Tenant's application was supported by objective evidence, including municipal orders, which predates or is independent of the Landlord's claims.
113. For all the reasons given above, I find that the Landlord has failed to meet his maintenance obligations and has substantially interfered with the Tenant's reasonable enjoyment of the rental unit or residential complex.

L2/N5 Application

114. Yard Maintenance and Snow Removal- The lease does not assign yard maintenance or snow removal to the Tenant. Under section 20 of the RTA, these obligations rest with the Landlord. The Landlord relied on a 2019 email exchange suggesting an informal arrangement tied to parking. I find that no written contract for services, there was no amendment to the lease, and no consideration sufficient to displace statutory obligations. An email exchange is insufficient to override the Landlord's statutory duty to maintain the property. This allegation is dismissed.
115. Damage to flooring, windows, doors, and steps- The Landlord alleged damage totaling approximately \$2,500, but produced one estimate for flooring in the amount of \$1,117.00, receipts or minor hardware, no estimate or invoice for the front step repairs, and no evidence of move-in condition report.
116. The Tenant provided photographic evidence showing significant floor wear shortly after move-in and credible testimony regarding normal use and pet care.

117. I find that the Landlord failed to prove tenant-caused damage beyond normal wear and tear. This allegation is dismissed.
118. Water Charges- The Landlord produced incomplete billing evidence and acknowledged missing invoices necessary to substantiate the total claimed. The Landlord therefore failed to prove the claimed water arrears on a balance of probabilities, this allegation is dismissed.
119. I find that the Landlord has not met the burden of proof on any of the allegations set out in the N5. The application shall be dismissed.

Remedies

120. The evidence establishes a pattern of neglect, particularly with respect to the roof, bathroom, and structural elements of the property. These are not minor issues—they involve water infiltration, potential mould, and safety risks.
121. The Landlord's approach of temporary or inadequate fixes, and in some instances failing to even respond at all, in my opinion this represents a significant and ongoing breach of his duties as a landlord.
122. The roof condition is the most serious issue before me. The evidence presented demonstrates ongoing leaks over a prolonged period, a ceiling collapsing, exposure to the elements, and potential wildlife intrusion. The Landlord's failure to attend or arrange proper repairs.
123. I find that this level of disrepair has substantially interferes with the Tenant's reasonable enjoyment and poses clear health and safety concerns. The Landlord's inaction in relation to the roof, in my opinion, is unreasonable and unacceptable.
124. The Tenant seeks rent abatement across multiple issues.
125. While the Board must ensure that compensation is not duplicative or excessive, the circumstances in this case justify a meaningful remedy. The Tenant has endured prolonged and serious interference, particularly with respect to essential aspects of the home.
126. The evidence presented at the hearing supports a finding of ongoing deficiencies relating to bathroom disrepair and mould concerns, unsafe front steps, and inadequate railing, lack of yard maintenance, heating control issues, and intermittent hot water problems. These issues, when considered together, demonstrate a failure to properly maintain the rental unit.
127. The Landlord's communication with respect to the Tenant's disability were inappropriate and unacceptable. Such conduct contributes to the overall interference with the Tenant's reasonable enjoyment and reflects a lack of professionalism and regard for the Tenant's rights.
128. The Landlord shall pay the Teant, the following:

Roof Repairs – 20% Rent Abatement

The Tenant requested a 20% monthly rent abatement (\$305.20) due to the roof leaking and the Landlord's failure to complete proper repairs. As of the hearing date, the roof remained unrepaired, impacting the Tenant's use and enjoyment of the rental unit. A roof is a core structural component, and ongoing water penetration presents health and safety risks. The Tenant is awarded **\$10,376.80** for March 2023 to December 2025 (34 months). **Going forward, the Tenant may deduct 20% until repairs are complete.**

Materials Used to Cover the Roof

The Tenant purchased materials (tarp and nails) totaling **\$248.57** to temporarily cover the leaking roof. Labour costs are dismissed for insufficient evidence.

Front Steps in Disrepair and Missing Railing – 2.5% Rent Abatement

The Tenant requested a 2.5% abatement (\$38.15 monthly) beginning August 2023 due to unsafe steps and missing railing. The Landlord is ordered to repair/replace the steps and install a railing. The Tenant is awarded **\$1,106.35** for 29 months. A 2.5% abatement reflects a moderate safety-related loss of use. **Going forward, the Tenant may deduct 2.5% until repairs are complete.**

Porch Roof Disrepair – 2.5% Rent Abatement

The Tenant requested a 2.5% abatement (\$38.15 monthly) from September 2023 due to loose/damaged fascia, siding, and lighting. The Landlord is ordered to complete repairs. The Tenant is awarded **\$1,068.20** for 28 months. **Going forward, the Tenant may deduct 2.5% until repairs are complete.**

Yard Maintenance and Snow Removal – 5% Rent Abatement

The Tenant requested a 5% abatement (\$76.30 monthly) for inadequate yard and snow maintenance. The Landlord is ordered to maintain the yard and perform snow removal after 2.5 cm accumulation. The Tenant is awarded **\$1,831.20** for January 2024 to December 2025. A 5% abatement reflects substantial interference with safety and access. **Going forward, the Tenant may deduct 5% until repairs are complete.**

Thermostat/Heat Problems – 2.5% Rent Abatement

The Tenant requested 5%, but a 2.5% abatement (\$38.15 monthly) is appropriate given partial loss of heating function. The Landlord is ordered to replace the thermostat. The Tenant is awarded **\$1,296.00** for 34 months. **Going forward, the Tenant may deduct 2.5% until repairs are complete.**

Bathroom Disrepair – 5% Rent Abatement

The Tenant is awarded a 5% abatement (\$76.30 monthly) for March 2023 to December 2025, totaling **\$2,594.20**. Bathroom facilities are essential, and the disrepair significantly affected reasonable enjoyment. **Going forward, the Tenant may deduct 5% until repairs are complete.**

Water Bill in Landlord's Name

The Board cannot order utility accounts to be changed without mutual consent. Parties should communicate respectfully regarding future arrangements.

Hostile Communication – \$500 Award

The Landlord's comments regarding the Tenant's disability were inappropriate. The Landlord must remain professional. The Tenant is awarded **\$500.00** in general damages for emotional harm and deterrence. I find that Landlord's communication with respect to the Tenant's disability were inappropriate and unacceptable. The Landlord must remain professional and response to requested accordingly. Given the comments made by the Landlord towards the Tenants on pages 206-207, I find it appropriate to award \$500.00. I must look at the general and specific deterrence factor when considering this. The Landlord should not my comments about the Tenant in a way that she felt afraid to make a repair or maintenance request. Not only do I need to consider sending a message to the Landlord, but also to any other Landlord that they must remain professional and courteous when address issues with their tenants

Hot Water Interference – 2.5% Rent Abatement

The Tenant is awarded a 5% abatement (\$76.30 monthly) for January 2024 to December 2025, totaling **\$1,831.20**, due to inconsistent and unsafe hot water temperatures. Hot water is an essential service. **Going forward, the Tenant may deduct 2.5% until repairs are complete.**

129. The following additional remedies are being ordered:

- I. The Landlord shall repair or replace the roof to fully address and eliminate all leaks, structural issues, and points of entry.
- II. The Landlord must:
 - Full roof replacement or repair to eliminate leaks and wildlife access.
 - Repair bathroom, including plumbing, tilework, mould remediation, and structural integrity.

- Repair/replace front steps and install railing.
- Repair porch roof, fascia, siding, and lighting.
- Maintain yard and snow removal as required by law.
- Ensure hot water and heat function properly; install a thermostat with accurate temperature control.

130. The Landlord shall complete the above work (paragraph 130) within 30 days of the date of this Order.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is **\$20,852.52**. This amount represents:
 - \$10,376.80 for rent abatement for roof repairs.
 - \$248.57 for roof materials, tarp and nails.
 - \$1,106.35 rent abatement for the front steps in disrepair and missing railing.
 - \$1,068.20 rent abatement for the porch roof.
 - \$1,831.20 rent abatement for yard maintenance and snow removal.
 - \$1,296.00 rent abatement for thermostat/heat problems.
 - \$2,594.20 rent abatement for bathroom disrepair.
 - \$500.00 for interference with reasonable enjoyment arising from the Landlord's conduct his communication.
 - \$1,831.20 rent abatement hot water interference.
2. The Landlord shall pay the Tenant the full amount owing by April 6, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 6, 2026, the Landlord will owe interest. This will be simple interest calculated from April 7, 2026, at 4.00% annually on the balance outstanding.
4. The Landlord shall complete the following within 30 days of this order (by April 25, 2026):
 - a) Full roof replacement or repair to eliminate leaks and wildlife access.
 - b) Repair bathroom, including plumbing, tilework, mould remediation, and structural integrity.
 - c) Repair/replace front steps and install railing.
 - d) Repair porch roof, fascia, siding, and lighting.
 - e) Maintain yard and snow removal as required by law.

- f) Ensure hot water and heat function properly; install a thermostat with accurate temperature control.
5. The Landlord shall complete the above work (paragraph 130) within 30 days of the date of this Order, or by April 25, 2026.
6. If the Landlord fails to complete repairs before April 25, 2026, starting May 2026, the Tenant may deduct the following monthly rent until all repairs are complete:
- Roof: **20% - (\$305.20 per month)**
 - Bathroom: **5% - (\$76.30 per month)**
 - Front steps: **2.5% - (\$38.15 per month)**
 - Porch roof: **2.5% - (\$38.15 per month)**
 - Yard/snow removal: **5% - (\$76.30 per month)**
 - Thermostat issue: **2.5% - (\$38.15 per month)**
 - Hot water issue: **2.5% - (\$38.15 per month)**

March 26, 2026
Date Issued

Anthony Bruno
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.