



Order under Sections 30, 31, 135 Residential Tenancies Act, 2006

File Number: LTB-T-006978-26

In the matter of: 3, 4 CAMERON SIDE RD W
KINGSVILLE ON N8M2X5

Between: Lisa Yager Tenant

And

WILLIAM MORRELL WYATT Landlord

Lisa Yager (the 'Tenant') applied for an order determining that WILLIAM MORRELL WYATT (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. The Tenant also applied for an order determining that the Landlord collected or retained money illegally. She also applied for an order determining that the Landlord substantially interfered with her reasonable enjoyment, harassed her, and withheld vital services.

This application was heard by videoconference on February 6, 2026. Only the Tenant attended the hearing. The Tenant was represented by Vidy Matadeen.

As of 9:39 am, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities all of the allegations contained in the application.
2. The Tenant provided testimony that was well supported by extensive corroborating evidence.
3. Based on the Tenant's uncontroverted evidence, I find that it is more likely than not that the Tenant established the allegations below on a balance of probabilities.
4. The Landlord served the Tenant with an illegal notice of rent increase above guideline. As a result of this illegal notice the Tenant overpaid \$218.40.
5. The Landlord harassed and substantially interfered with the Tenant by serving multiple notices of termination that the Tenant believes had no basis. The Tenant received multiple

N12s and the Tenant testified that the Landlord does not in good faith intend to personally occupy the rental unit. The Tenant testified that the Landlord wishes to evict her to rent her unit at market rent. On July 31 the Landlord came to the Tenant's rental unit, yelled at her and threatened to evict her with the sheriff. The Tenant closed the door, but the Landlord went around the back and continued yelling at her through a window.

6. The Landlord failed to provide sufficient heat to the rental unit. He turned off her gas and tempered with the furnace to pressure her to leave. The Tenant had to purchase a space heater and measured temperatures as low as 17 Celsius. Her son attended at the rental unit and fixed the furnace thus temporarily restoring heat. The Landlord did not address the issue despite having been notified.
7. There are multiple electrical issues. The kitchen light above the sink does not work along with some outlets. The issue with heating has persisted for two years. Other issues commenced in late 2025/early 2026. The Tenant communicated with the Landlord, called By-Law and Enbridge. The Landlord appears to have submitted a permit application, but it was filed incorrectly and is back to "draft" status. The Landlord has made some promises to repair and even attended at times, but the issues remain unresolved.
8. There are also issues with plumbing and sanitation. The septic keeps backing up. The floor is now wet and mushy. The toilet is loose. Shower taps aren't working properly. The toilet tank was not filling up with water and the Tenant had to fix it herself using some materials the Landlord supplied. She had to manually flush the toilet using buckets of water.
9. One of the windows is broken and has been broken for a long time. It is still broken. Some drywall is still unfinished.
10. As a result of the Landlord's conduct, the Tenant developed a skin infection. She has been diagnosed and is taking medications. She is still fighting the infection. She believes the parasites that caused the infection originated in the septic system.
11. The Tenant has been sick and unwell. He is taking medications and not sleeping properly. She had no health issues when she moved into the property.
12. Based on the above, I find that the Landlord breached sections 20(1), 21, 22 and 23 of the Act.
13. I find that the Tenant established entitlement to all of the remedies requested in her application:
 - a. \$218.40 for overpaid rent,
 - b. 100% rent abatement for the last 12 months for the total of \$9,372.00. I am satisfied that the Tenant lost 100% of her enjoyment of the rental unit.
 - c. \$7,000 in general damages. The Tenant testified about the serious impact the Landlord's misconduct had on her and I am satisfied that this award is appropriate in addition to the 100% rent abatement.
 - d. An order requiring the Landlord to complete all repairs required in order to bring the rental unit into a good state of repair, including:

- i. Bathroom plumbing, water pressure, and septic system,
 - ii. Shower and plumbing fixtures including replacing the defective valve, and
 - iii. Repairing or replacing the gas system, furnace, stove, electrical outlets, gas system, floors, windows, doors, and ceiling.
- e. An ongoing 100% rent abatement until April 30th. The Tenant is authorized to arrange the repairs herself after April 30th and to recover the cost of these repairs from rent owing from May 1, 2026 on until there is no longer any money owing to her.

It is ordered that:

1. The Landlord shall immediately repair or replace the following:
 - Bathroom plumbing, water pressure, and septic system,
 - Shower and plumbing fixtures including replacing the defective valve, and
 - Repairing or replacing the gas system, furnace, stove, electrical outlets, damaged floors, windows, doors, and ceiling.
2. If the Landlord does not do the work by March 31, 2026, the Tenant is authorized to deduct 100% from the rent owing for the month of April 2026 beginning April 1, 2026 until the work is complete or until April 30, 2026, whichever is earlier. The Landlord shall repay March 2026 to the Tenant if it was paid.
3. If the Landlord does not do the work by April 30, 2026, the Tenant is authorized to arrange for the work to be done and may recover the cost of the work by deducting the amount from the rent owing after the work is done until there is no longer any money owing.
4. The Landlord shall pay the Tenant **\$16,590.40**.
5. The Landlord shall pay the Tenant the full amount owing by April 3, 2026.
6. 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.
7. If the Landlord does not pay the Tenant the full amount owing by April 3, 2026, the Tenant may recover this amount by deducting the amount from the rent owing until there is no longer any money owing.
8. 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

Vladimir Nikitin
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.