



Order under Section 31 Residential Tenancies Act, 2006

Citation: Durant v Jesseman, 2026 ONLTB 24944

Date: 2026-03-24

File Number: LTB-T-011413-25

In the matter of: 15 Elgin Street West
Brighton Ontario K0K1H0

Between: Carl Durant
Kelly Durant
Tenants

And

Douglas Jesseman
Linda Jesseman
Landlords

Carl Durant and Kelly Durant (the 'Tenants') applied for an order determining that Douglas Jesseman and Linda Jesseman (the 'Landlords'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household (T2 Application).
- withheld or interfered with their vital services or care services and meals in a care home (T2 Application).
- failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 Application).

This application was heard by videoconference on December 23, 2025.

Only the Tenant, Carl Durant, attended the hearing.

As of 9:34 a.m., the Landlords were 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 Tenants' evidence.

Determinations:

Adjournment Request

1. The Tenant, Carl Durant ("CD"), requested an adjournment because he was not sure how to upload evidence to the Portal and wanted to make sure all the evidence was uploaded and there were pictures that were not provided to the Board prior to the hearing.
2. The Tenants adjournment request was denied as I was satisfied that the Tenants had sufficient notice of hearing and time to disclose any evidence and provide that evidence to the Board. The Tenants had sufficient time to take the necessary steps to figure out how to provide that evidence to the Board, and an adjournment was not required for an adequate hearing to be held.
3. The hearing proceeded on the Tenants oral evidence and any evidence properly disclosed in accordance with the Rules.

T2 Application

4. As explained below, the Tenants proved the allegations contained in the T2 application on a balance of probabilities. Therefore, the Landlords must pay to the Tenants a rent abatement of \$2,400.00.
5. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Substantial Interference

6. Section 22 of the Act states: A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.
7. CD testified that the Landlords lived next door to the rental unit, and the driveway of the rental unit and the Landlords' driveway were joined. CD testified that the Landlords' driveway was paved, and the rental unit's driveway was gravel. CD testified that it was very easy to tell which driveway was which. CD testified that the Tenants moved into the rental unit in 2015 and there were no issues with the driveway until February 2024.
8. CD testified that in February 2024 he let his daughter move back home and the Landlords did not want CD's daughter there and the Landlord started interfering with the Tenants by attempting to illegally raise the rent and serving notices in bad faith, but the biggest interference was interfering with the Tenants' use of their driveway.
9. CD testified that the Landlords started straddling the driveways with an old vehicle and would block the Tenants in their driveway. CD testified that he would have to get into his vehicle through his passenger side because the Landlords would park too close to the Tenants' vehicles and this happened six to seven times. CD testified that the Landlords would completely block the Tenants' cars in with their vehicles by blocking the end of the Tenants' driveway and the Tenants would have to drive through the ditch to get out and this happened three to four times.

10. CD testified that their driveway should have been able to fit four cars but with the way the Landlords started parking the Tenants were lucky to fit two cars. CD testified that the Landlords interference with the Tenants' driveway continued from February 2024 through to August 2025 when the Tenants vacated the rental unit.
11. Based on the Tenants' uncontested evidence I am satisfied that the Landlords engaged in a pattern of behaviour that substantially interfered with the Tenants reasonable enjoyment of the rental unit or the residential complex.
12. Here, I am satisfied that by continually blocking the Tenants in and preventing the Tenants from freely parking in the driveway the Landlords were substantially interfering with the Tenants reasonable enjoyment of the driveway. I accept the Tenants evidence that Landlords were greatly impacting the Tenants ability to use the driveway as they had for the approximately 9 years prior to February 2024 when the issues began.

Interference with vital service

13. Subsection 21(1) of the Act says:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

14. Pursuant to section 2(1) vital service means hot or cold water, fuel, electricity, gas, or "during the part of each year prescribed by the regulations". In this particular case, the Tenants are claiming that the Landlords intentionally withheld water on two separate occasions because the Landlords just stopped paying the water bill.
15. CD testified that on August 30, 2024, the water was cut off by the city because the Landlords stopped paying the water bill. CD testified that he called the housing authority to let them know that the property was a rental unit and the water was restored the next day. CD testified that it happened again in February 2025 again because the Landlords were not paying the water bills and the Landlords said that they were not going to pay the bill and that the Tenants had to pay. However, it was not the Tenants responsibility, it was the Landlords. CD testified that it took five days to get the water turned back on.
16. Again, based on the Tenants uncontested evidence, I am satisfied that the Landlords intentionally withheld the supply of a vital service of water on August 30, 2024, and for five days in February 2025. By failing to pay the water bill, the Landlords failed to meet their obligation to supply water to the Tenants.

Remedies

17. The Tenants were seeking a rent abatement of \$200.00 per month for a period of 12 months for a total of \$2,400.00. CD testified that the Tenants vacated the rental unit on August 1, 2025, and were paying \$1,385.00 per month when they left the rental unit

18. An abatement of rent is a contractual remedy that is meant to compensate a tenant for the portion of the “bundle of goods and services” that they contracted for under the tenancy agreement but which they did not receive as a result of the landlord’s breach of the Act.
19. I am satisfied that a rent abatement of \$200.00 per month for a period of 12 months is fair in the circumstances. It takes into account both the interference with the vital services which took place twice and the constant interference with the Tenants’ ability to park in the driveway. The \$200.00 per month abatement is less than 15% per month and CD testified that the interference with parking was constant from February 2024 to August 2025 when they vacated the rental unit.
20. Therefore, the Landlords shall pay to the Tenants an abatement of rent in the amount of \$2,400.00 for the Landlords interference with the Tenants reasonable enjoyment of the rental unit.

T6 Application

21. As explained below, the Tenants proved the allegations contained in the T6 application on a balance of probabilities. Therefore, the Landlords must pay to the Tenants a rent abatement of \$4,800.00.
22. The Tenants’ T6 application is centralized around the following issues:
 - a. Electrical issues;
 - b. Sump pump; and
 - c. Plumbing/Kitchen sink
23. Subsection 20(1) of the Act sets out a landlord’s maintenance obligations. It provides that, “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.”
24. 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.
25. The Board’s Interpretation Guideline 5: Breach of Maintenance Obligations, clarifies that a landlord may choose how to repair or address a problem. The Tenant cannot insist that specific actions are undertaken, and the Tenant does not have a right to insist on a standard of perfection regarding repairs. Although the Interpretation Guidelines are not binding upon me, I find this principle to be persuasive and I have applied it to my analysis, as explained below.

Electrical

26. CD testified that the issues with the electrical went back to when the Tenants moved in in 2015. CD testified that the electrical outlets and lights in the kitchen and dining room would sometimes work and sometimes would not. CD testified that that the outlets started to not work, and things would spark and streak up the walls. CD testified that the Landlords did an inspection in mid-February 2024 and said that they were going to fix everything, but nothing was ever done.
27. CD testified that the Landlords would write notes but then brush the Tenants off. CD testified that the electrical issues were mentioned to the Landlords from 2015 to the time the Tenants moved out 15 to 20 times.
28. CD testified that in March 2024 the Tenants were cleaning in the basement and had the vacuum plugged into the basement bathroom outlet and flames shot out from the outlet. When the Tenants informed the Landlords they said, "ok we will take care of it" and nothing was ever done. CD testified that the Tenants could not use extension cords, and it was dark quite a bit in the rental unit. CD testified that when the Tenants vacated the rental unit there continued to be electrical issues in the same places.
29. Based on the uncontested evidence of the Tenants I am satisfied that the Landlords breached their maintenance obligations as it pertained to the electrical issues. I am satisfied that there was an ongoing electrical problem that the Landlords did not address in an appropriate and timely manner. I am satisfied that the Landlords did not take reasonable steps in the circumstances to find out what was causing the electrical problems or to address the issue and that the electrical issues continued when the Tenants vacated the rental unit.
30. As such, the Landlords failed to meet their obligation under subsection 20(1) of the Act to repair or maintain the rental unit as it pertains to the electrical issues.

Sump pump

31. CD testified that the rental unit had two sump pumps, and one was broken and it was discovered to be broken on December 23, 2023 because there was a bit of a thaw and a water backup into the basement. CD testified that the Landlords were informed right away, and the response was that the Tenants were told to keep an eye on the other sump pump to make sure it was working.
32. CD testified that the remaining sump pump continued to work but it was not sufficient, and it was overworked, because it kick in every 90 seconds or so. CD testified that he had to use a shop vac two to three times per week during the spring and fall or any time there was a big rain fall to drain where the broken sump pump was to prevent it from over filing. CD testified that the broken sump pump was never replaced despite bringing it up every time he saw the Landlords.
33. Based on the uncontested evidence of the Tenants I am satisfied that the Landlords breached their maintenance obligations as it pertained to the broken sump pump. I am satisfied that the sump pump broken and the Landlords did not take reasonable steps to

replace the broken sump pump. I am also satisfied that two pumps were required for the rental unit. I am satisfied that the one working pump was not sufficient.

34. As such, the Landlords failed to meet their obligation under subsection 20(1) of the Act to repair or maintain the rental unit as it pertains to the broken sump pump.

Plumbing/Kitchen sink

35. CD testified that there were pipes leaking by the kitchen sink and the back wall behind the kitchen sink turned to mush and got what appeared to be mold growth. CD testified that it eventually leaked down into the basement. CD testified that he notified the Landlords in December 2023, and the Tenants were told that it would be fixed but nothing was ever done. CD testified that he brought up the leaking pipes multiple times and the Landlords would smile and nod, but nothing would ever be fixed.
36. Based on the uncontested evidence of the Tenants I am satisfied that the Landlords breached their maintenance obligations as it pertained to the plumbing leaks. Again, I am satisfied that there were leaks that went unaddressed by the Landlords. I am satisfied that the Landlords did not take reasonable steps to address what was leaking at the kitchen sink which was not appropriate in the circumstances.

37. As such, the Landlords failed to meet their obligation under subsection 20(1) of the Act to repair or maintain the rental unit as it pertains to the plumbing/kitchen sink.

Remedies

38. The Tenants are seeking a rent abatement of \$400.00 per month for a period of 12 months for a total of \$4,800.00 for maintenance issues. CD testified that the maintenance issues were ongoing until the end of the tenancy and were never addressed despite repeatedly bringing them up to the Landlords. CD testified that there was almost an electrical fire, that there was stress, anxiety, and unsanitary conditions due to the leaks and unworking sump pump.
39. Based on the Tenants' evidence, I am satisfied that the requested rent abatement is appropriate in the circumstances. I am satisfied that the Landlords' complete lack of reasonable response to any maintenance obligation significantly affected the Tenants ability to enjoy the rental unit. The Tenants had compromised electrical and plumbing issues and were afraid of flooding due to the Landlords failure to take maintenance seriously. The requested rent abatement is less than 30% of the rent and I am satisfied it is appropriate in the circumstances.
40. As such, the Landlords shall pay to the Tenants \$4,800.00 for a rent abatement for failing to meet the Landlords obligations under section 20 of the Act.
41. The Tenants also requested the Board order the Landlords pay an administrative fine for breach of the Act. The Board's Interpretation Guideline 16 provides guidance regarding the purpose of administrative fines and states that an administrative fine is a remedy to be used to encourage compliance with the Act and to deter landlords from engaging in similar

activity in the future. "This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."

42. In the present case, as the Tenants have been awarded a monetary remedy, I find that this provides a sufficient deterrent. The request for an order for an administrative fine is denied.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$7,200.00. This amount represents:
 - \$2,400.00 for a rent abatement for substantial interference with the Tenants enjoyment of the rental unit or residential complex; and
 - \$4,800.00 for a rent abatement for the Landlords' breach of subsection 20(1) of the Act.
2. The Landlords shall pay the Tenants the full amount owing by April 4, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by April 4, 2026, the Landlords will owe interest. This will be simple interest calculated from April 5, 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 24, 2026
Date Issued

Nicole Pedron
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.