



Order under Section 31 Residential Tenancies Act, 2006

Citation: Waltenbury v GR8 Investments Inc., 2025 ONLTB 84246

Date: 2026-03-26

File Number: LTB-T-023718-24

In the matter of: 746 BAY ST
MIDLAND ON L4R1M4

Between: Ross Waltenbury Tenant
Angela Waltenbury

And

GR8 Investments Inc. Landlord
Mandy Branham

AMENDED ORDER

This order is made to correct clerical errors in the original order issued October 30, 2025

Ross Waltenbury and Angela Waltenbury (the 'Tenant') applied for an order determining that GR8 Investments Inc., Solutions Driven Property Management and Mandy Branham (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.
- failed to repair or maintain the rental unit or residential complex, or did not comply with health, safety, housing, or maintenance standards.

This application was heard by videoconference on September June 16 and September 12, 2025.

The ~~Landlord's Agent~~, ~~Landlord, Mandy Brenham, Branham~~, attended the hearings. The Tenant, Ross Waltenbury attended the hearings. The Tenant was represented at the hearing by Sarah Tarantino.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$4,683.40

Rodent Infestation

2. The Tenant testified in detail about eight months of rat activity, repeated emails and voicemails to property management, discovery of rat droppings and nesting, and a dead rat inside a wall that was never removed. His testimony was supported by contemporaneous emails acknowledged by the Landlord and by the Landlord's own reimbursement records.
3. The Tenant raised the rodent issue in January 2024 through repeated emails and an emergency-line voicemail on February 25, 2024. The Landlord's maintenance worker delivered traps and poison and intermittently attended, but the first professional pest-control attendance did not occur until April 2024.
4. The Landlord's agent Landlord testified that she believed reasonable steps were taken, including the provision of traps and the retention of pest control.
5. The maintenance worker, Shane Tekeith, testified that he has ten years of experience as a general contractor but no pest-control certification. He explained that he advised the Tenant where to place traps and inspected for potential pathways. Under cross-examination, he admitted he was not a pest-control expert and had never worked for a pest-control company.

Analysis

6. Section 20(1) of the *Residential Tenancies Act, 2006* (the "Act") provides that a landlord is responsible for providing and maintaining a rental unit and the residential complex in a good state of repair and fit for habitation, and for complying with health, safety, housing and maintenance standards.
7. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the Board must take a contextual approach and consider the entirety of the factual situation when assessing a landlord's maintenance obligations.
8. Taking a contextual view, I find the Landlord did not act reasonably with respect to the rodent infestation. Although the Landlord eventually retained pest control in April 2024 and reimbursed the Tenant for certain supplies, these measures followed a prolonged period of serious rodent activity and distress. The problem persisted for several months and was not promptly resolved.
9. It is insufficient for a landlord merely to take some steps to address a maintenance issue; those steps must lead to timely resolution. The evidence clearly shows that no such resolution was achieved. While the Landlord made attempts to mitigate, they were unsuccessful. Accordingly, I find the Landlord breached s. 20(1) of the Act with respect to the rodents.

Dishwasher Leak/Flooding

10. The Tenant alleges that the dishwasher ceased functioning and, on one occasion, leaked overnight after rodents chewed a water line, resulting in basement flooding and extensive clean-up.

11. The Landlord acknowledged the dishwasher issues. The ~~Landlord's agent~~ Landlord stated that maintenance was dispatched and later an appliance repair company engaged. She further claimed that a new-to-property dishwasher was installed within 30–60 days after February 28, 2024.
12. The Landlord's evidence was inconsistent. ~~The agent~~ She was unable to provide specific dates or documentation showing when the replacement occurred.
13. I accept the Tenant's evidence that the new dishwasher was not installed until the end of April 2024. I find delay of approximately four months from the initial report in early January 2024 was unreasonable.
14. Taking a contextual view, I find that the Landlord breached section 20 of the Act with respect to the dishwasher.

Mould

15. The Tenant alleged that visible mould and discoloration persisted on the bathroom ceiling for several months before the Landlord carried out repairs.
16. The ~~Landlord's agent~~ Landlord testified that the problem dated back to a failed shower-surround product installed about five years earlier. She said her maintenance worker cleaned the ceiling with a mildew-control product and repainted using mould-resistant paint. She maintained that mildew could arise naturally from humidity and ventilation habits.
17. This is the Tenant's application. The Tenant bears the burden of proof. While I accept that the Landlord's is not a mould expert, I find the Tenant did not provide sufficient objective evidence—such as photographs or test results—to establish the presence mould in the rental unit as opposed to mildew. Accordingly, this portion of the application is dismissed.

Front Door Sweep

18. The Tenant testified that the front-door sweep had worn away and detached, allowing cold air, water, and pests to enter the unit from late 2023 through spring 2024.
19. The Landlord acknowledged that the door sweep required replacement but maintained that staff attended promptly and applied temporary weather sealing.
20. I do not find the Landlord's response reasonable. Section 20 of the Act requires that the rental unit be fit for habitation, which includes adequate sealing and weatherproofing. A failure to replace a deteriorated door sweep for several months during winter constitutes a breach of that duty.
21. Although the defect was eventually corrected, the delay amounted to a temporary but significant loss of reasonable enjoyment for the Tenant, particularly during the coldest

months. Therefore, I find the Landlord breached section 20 of the Act with respect to the front door sweep.

Remedies

22. The Tenant seeks a rent abatement. In determining what abatement to award, the Board will consider the impact on the average tenant or the impact a reasonable person would expect this problem to have on a tenant. If the tenant has a particular susceptibility to the problem, the landlord can only reasonably be liable to the tenant for a more significant abatement if it can be shown that the landlord knew of the circumstances of the tenant.
23. In considering the circumstances of this case, I find a 25% rent abatement for the months of the rodent infestation. The Tenant testified he informed the Landlord of the rodent infestation in January 2024. He further testified that problem persistent for eight months and has not seen any further sighting of rodents. Therefore, I find a 25% rent abatement for eight months to be appropriate. The Landlord shall pay the Tenant \$3,086.16
24. With respect to the dishwasher, I find a 10% rent abatement to be an appropriate remedy. The Tenant was without a functioning dishwasher from early January through April 2024. Therefore, the Landlord shall pay the Tenant a 10% rent abatement for four months totaling \$617.24
25. Finally, the Tenant front door sweep was non-functioning for 2 months. Accordingly, the Tenant is entitled to \$308.62.
26. The Tenant seeks The Tenant seeks an order for general damages in the amount of \$5,000.00 In *Mejia v. Cargini*, [2007] O.J. No. 437 (Div. Ct.), the court confirmed that the Board has jurisdiction under s. 31 of the Act to award general damages for distress and loss of enjoyment but not punitive or exemplary damages.
27. Damages are separate from an abatement of rent as an abatement of rent is simply about recognizing the value of what is being paid for but not being received, this does not address the distress, inconvenience, stress, and time lost, humiliation, embarrassment, and damage to self-esteem. These are compensated for through damages.
28. In *Saadati v. Moorhead*, 2017 SCC 28, the Supreme Court of Canada held that medical evidence is not necessary to prove mental distress where such harm can be inferred from the circumstances.
29. The Tenant's testimony was compelling. I am satisfied that dealing with a disrepair issues in the rental unit has the Tenant a great deal of stress. I find it entirely normal that dealing with a rodent infestation for several months and dealing with a landlord who is unwilling to resolve the issue would cause the Tenant a great deal of emotional harm. Taking this into account I am satisfied, in all the circumstances that general damages in the amount of \$1000.00 are appropriate.
30. The Tenant seeks an administrative fine be imposed on the Landlord. An administrative fine is a remedy the Board uses to encourage compliance with the Act and deter landlords

from engaging in similar activity in the future. This remedy is not generally imposed unless a landlord blatantly disregards the Act and other remedies available under the Act will not provide adequate deterrence.

31. While the conduct of the Landlord was far from ideal, I see no basis to impose an administrative fine. In my view, the Landlord's application based on unpaid rent was not purely retaliatory. There is, therefore, no basis to make an order intended to act as a deterrent or motivate compliance.
32. The Tenant paid \$48.00 to file the application and is entitled to recover that cost.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is ~~\$1,823.59.~~ **\$4,683.40** This amount represents:
 - ~~\$3,394.78~~ **\$4,012.02** for a rent abatement
 - \$1000.00 for general damages.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by ~~November 10, 2025.~~ **April 4, 2026**
3. If the Landlord does not pay the Tenant the full amount owing by ~~November 10, 2025.~~ **April 4, 2026** the Landlord will owe interest. This will be simple interest calculated from ~~November 11, 2025~~ **April 5, 2026** at 4.00% annually on the balance outstanding.

October 30, 2025

Date Issued

Bryan Delorenzi

Member, Landlord and Tenant Board

March 26, 2026

Date Issued

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.