



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: PHAM v Freire, 2026 ONLTB 25586

Date: 2026-04-01

File Number: LTB-L-093826-24-RV and LTB-T-057105-24

In the matter of: 670 Oriole Parkway
Toronto ON M4R2C5

Between: Tuan Duc Pham Landlord
Thi Thanh Huyen Nguyen

And

Federico Emanuel Freire Former Tenant
Livia Linhares Miller

Review Order

Tuan Duc PHAM and Thi Thanh Huyen Nguyen (the 'Landlord') applied for an order requiring Federico Emanuel Freire and Livia Linhares Miller (the 'Former Tenant') to pay:

- the rent and daily compensation that the Former Tenant owes.
- the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.
- the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex (L10 Application).

The L10 application was resolved by order LTB-L-093826-24 issued on October 8, 2025. The application was dismissed as abandoned.

On October 9, 2025, the Landlord requested a review of the order.

The Former Tenant applied for an order determining 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).

The review request for the L10 application and the hearing for the T6 application were heard together on December 9, 2025, and March 16, 2026.

The Landlord Tuan Duc Pham, the Landlord's representative Jackie Struther, both Former Tenants, and the Former Tenants' representative Sarah Vaz attended the hearing.

Determinations:

Review of the L10 Application

1. The Landlord alleges in their review request that they did not attend the hearing on October 2, 2025, because of confusing information provided to them at the adjudicative case conference for the T6 application. The Landlord left with the impression that the hearing for the L10 would be canceled so that the L10 and T6 could be rescheduled to be heard together. The Tenant consented to the Landlord's review request and as such the L10 was heard anew.

The Applications

2. The rental unit is a house that includes a basement.
3. The Tenants moved into the rental unit on January 1, 2024, but were given the keys to the rental unit around December 23, 2023. The Tenants submit that they moved out of the rental unit on August 17, 2024, but did not return the keys to the Landlord until August 30, 2024.
4. The Tenants allege that the Landlord breached their maintenance obligations under section 20 of the *Residential Tenancies Act, 2006* ('the Act') by failing to address an issue with the rental unit stove and floods/mould in the rental unit basement.
5. The Landlord claims unpaid rent arrears, unpaid utilities, and the costs for damage to the rental unit's electrical circuit, for painting, for a broken chandelier, a swing door being removed, sconces for 2 lights that were removed, and cleaning costs.
6. I find that the Tenants proved some of the claims in their application and that the Landlord proved some of the claims in their application. The result of this order, after the amounts awarded to each party are offset against each other, is that the Tenants shall pay the Landlord \$3,556.98.

T6 Application

Stove

7. The parties provided the following evidence about the rental unit stove:
 - Just prior to moving into the rental unit on December 23, 2023, the Tenants sent the Landlord a text message that says: "in some of the stovetops the flame goes out when turning the knob to minimum and continues to release gas which is obvs a hazard". The Landlord responded: "It was not used for 2 months. Just turn the nobs all the way off. After a few usage/warm up, it would be normal. If it persists, you can simply clean the top". The Tenants responded "ok. I'm gonna try cleaning it and let you know how it goes" (DOC-5677027, pages 32-33).
 - On February 23, 2024, the Tenants sent the Landlord an email that said that the "stovetop problem persists, when we turn the gas to minimum it turns off – totally

unsafe. Kindly send a technician”. The Landlord responds that he will need to visit to see the issue. The Landlord suggests coming by the next day, but that date did not work for the Tenants (DOC-5677027, pages 36-37).

- The Landlord testified that he attended the rental unit on March 4, 2024. The Landlord testified that he observed that the stove could be turned on, off, that it was ok, and that he did not find any major concern. A recording of the conversation between the parties reveals that the Landlord told the Tenants that all the gas stoves in Canada have the same common issue and that his personal stove has the same issue (DOC-5677027, page 40).
 - In a recorded phone call from July 19, 2024, the Landlord tells the Tenants that the stove is functioning well, that the stove has been tested, that when turning it very low it stops the fire, but when you shut it down it won't leak. The Landlord suggests that the Tenants might want to hire a technician and that he shouldn't be paying for something that is not fair to him (DOC-5677027, page 42).
 - The Tenant L.M testified that the Landlord sent a technician to look at the stove on July 25, 2024. A recording of the technician's visits reveals that the technician said that the valve is malfunctioning when you turn it on the low cycle, that there is an issue with three of the burners, those three need to be replaced, and that one of the burners is fine. The technician confirmed that gas is escaping when the flame goes out (DOC-5677027, page 44).
 - The Tenant L.M testified that the Landlord replaced the stove August 1, 2024. L.M testified that there were no issues with the new stove. The Landlord testified that he replaced the stove out of goodwill to the Tenants. The Landlord disputes that there was ever an issue with the stove.
8. I found the Tenant L.M to be credible and I accept that between December 23, 2023, to July 31, 2024, the flame on some of the burners on the stove would go out and that gas could be smelled still leaking from the stove. I do not accept the Landlord's evidence that there was never anything wrong with the stove. Burners turning off by themselves and gas smells are not consistent with a normal functioning stove. The recording of the Tenant's conversation with the technician that came to inspect the problem on July 25, 2024, supports that there was an issue with three of the four burners.
9. 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.
10. From December 23, 2023, to July 24, 2024, the Landlord's response to the stove issue was unreasonable. After the first complaint on December 23, 2023, the Landlord did not inspect the stove. The Landlord assumed he knew what the problem was and told the Tenants that after usage it would work normally and suggested that the Tenants clean it. The Tenants reported a serious potential problem with the stove and the Landlord's response was inadequate. After the February 23, 2024, complaint the Landlord attended

the rental unit in a timely manner, but his actions were once again unreasonable. The Landlord again made assumptions that the stove was fine despite the Landlord having no expertise in stoves. In the phone conversation on July 19, 2024, the Landlord continues to not take the Tenants' concerns about the stove seriously and says it would be unfair for him to pay for a contractor. The Tenants waited 7 months for the Landlord to start taking reasonable steps regarding the stove.

11. I find that the Landlord's actions were reasonable from July 25, 2024, onwards. The Landlord sent a contractor on that date to finally address the issue, and the stove was replaced on August 1, 2024.
12. The Tenants monthly rent was \$4,800.00. I find that a 3% rent abatement between January 1, 2024, to July 24, 2024, in the amount of \$977.62 is appropriate. The rent abatement begins on January 1, 2024, despite the problem beginning earlier, because the Tenants cannot receive a rent abatement for a period prior to the tenancy starting and prior to them paying rent.
13. While I find that there was some impact on the Tenants from the issues with the stove, I find the disruption to be minimal. The Tenant L.M said that there was one burner that the Tenants did not use from the get-go because it was unsafe but agreed in cross examination that the Tenants continued to use the stove regularly. The recordings reveal that the stove issues impacted the Tenants' ability to cook but the Tenants had one burner that worked well. Thankfully there is no evidence of any medical issues or fires etc resulting from the issue with the stove.
14. The Tenants also seek that they be allowed to break their lease agreement because of the stove issue, get moving expenses, and costs for pain and suffering. I do not find the impact of the stove issue to be significant enough to justify any of those remedies. Additionally, the stove issue was fixed August 1, 2024, and therefore was not a legitimate reason for the Tenants to break their lease and move out of the rental unit on August 30, 2024.

Flooding and Mould in the Rental Unit Basement

15. The parties provided the following evidence about flooding and mould in the rental unit basement:

- On April 4, 2024, the Tenants sent the Landlord an email that says:

“tonight we noticed a small flood in the basement coming from both walls (in the bedroom and around the little kitchenette). It was not coming from the fridge, the sink, or the windows. Possibly a foundation crack”.

The Landlord responded:

“Thanks for alerting me. Appear a small leak. Leaking from underground water is a common problem in Toronto old house. Kindly monitor and let me know if it gets worse (DOC-5677027, page 54).

- The Tenant L.M testified that the first flood was minor, there was no damage to furniture, but that the water was a hazard.
- On April 12, 2024, the Tenants sent the Landlord an email that says:

“Basement is leaking again. Were you aware of these leaks prior to us moving in”?

The Landlord responds on April 15, 2024, and says:

“Sorry for the late response and the recent issue. Honestly, I was not aware of any basement water issue in the last 3 years. I am checking with Andrew, the neighbour to see if he has the same water issue lately. I will try to come by to take a look this week if its convenient for you”.

The Tenants respond that they are not sure how the two houses would be comparable and ask the Landlord to visit the property when it’s raining to see the issue (DOC-5677027, page 57).

- In a video from the second flood water can be clearly seen on the floor (DOC-5677027, page 59).
- The Tenant L.M testified that a contractor came to the rental unit on April 15, 2024 to address a light but the contractor did look at the outside walls of the basement.
- The Landlord testified that after the second flood he inspected the property with a contractor. The Landlord testified that the contractor looked at the entire floor to see the cause of the issue but could not find it. The Landlord testified that the contractor pointed to a basement window that could be the source. The Landlord testified that he took it very seriously because it is his property. The Landlord testified that there were no cracks or foundation issues. The Landlord testified that he told the Tenants to keep the windows closed when it rains. The Landlord testified that the window has a glass door to prevent water coming through and that he could not install a window well cover because it would block the driveway.
- On July 16, 2024, the Tenants sent the Landlord an email informing him that there has been another flood in the basement and that several household items were damaged and destroyed. The Tenants ask the Landlord to do repairs as it’s been three months since they first notified him of the issue (DOC-5677027, page 62).
- Photographs from the third flood show significant water on the floors (DOC-5677027, page 65). Videos from the third flood show water in numerous areas on the basement floor (DOC-5677027, page 66).
- The Landlord testified that he wanted to visit the property as soon as possible after the third flood but the Tenants were not available on the day he suggested and did not want him in the rental unit alone. Text messages confirm the Landlord’s version of events about scheduling the visit (DOC-6895036, page 42-43).

- L.M testified that the Landlord attended the property on July 22, 2024. The Landlord testified that he was not able to get a contractor to join him during the visit because there had been heavy rainfall in the area which resulted in lots of basements flooding and all the contractors he contacted were unavailable. The Landlord testified that the wall was damp and there was moisture under the window section. The Landlord testified that he was not aware of any mould at this time and that there were no complaints about mould before the July 16, 2024 flood. The Tenant agreed in cross examination that they would not let the Landlord check in the backyard during the inspection.
- On July 23, 2024, the Landlord responds to the Tenants July 16, 2024 email. The Landlord says that the Tenants email ended up in his junk mail. The Landlord says that a contractor has sealed the driveway to prevent potential rainwater coming into the rental unit. The Landlord says that based on his inspection that the leaking is coming from the basement window and that there is a sign of drywall damage to the wall under the window. The Landlord says that he will arrange for a contractor to cut the wall under the window and clean and fix it. The Landlord also mentions bringing fans and a dehumidifier (DOC-5677027, page 62).
- The Tenant L.M testified that her office was in the basement and that she suspected there was mould in the basement because she started getting ill. L.M testified that she began getting coughs, shortness of breath, headaches, and respiratory issues and that she never had issues like this outside of the occasional normal cold etc. A doctor's note says that the Tenant's symptoms are likely the result of mould exposure (DOC-5677027, page 101).
- On July 22, 2024, the Tenants paid for a mould inspection report that included an indoor air quality test. The report says that air concentrations of mould are impacting the air inside the basement. The report recommends mould remediation for the entire basement (DOC-5677027, page 74-75). The Tenants also provided a more detailed fungal report (DOC-5677027, page 82). The Landlord testified that he did not get a copy of this mould report at the time.
- The Tenant L.M testified that on July 23, 2024, the Landlord provided a dehumidifier fan. The Landlord confirmed that he only provided one dehumidifier for the whole basement.
- The Landlord testified that work began in the basement July 25, 2024.
- The Tenant L.M testified that the Landlord sent someone to get air samples on July 29, 2024. The Tenant L.M testified that the Landlord began mould remediation on that same date.
- A report dated August 6, 2024, says that the Landlord requested an inspection due to the Tenants expressing concern regarding water damage on the drywall in the basement kitchenette and bedroom and because water was pooling on the floor. The report states that moisture meter confirms wet drywall and that visual damage was noted in the lower sections of cabinets and drywall. The report states that once exposed the concrete is visually damp and damage is noted under the window. The

report states that all affected material was removed within containment and the foundation was exposed to locate the possible source of the moisture. The report notes that the area is now safe for re-occupancy and repairs. The report recommends that a foundation/water proofing contractor be consulted to confirm and correct the source of moisture (DOC-6895036, page 45).

16. I found the Tenant L.M to be credible and accept that there were floods in the rental unit basement on April 4, 2024, April 12, 2024, and July 16, 2024. Photographs and videos also support that the floods happened. I do not accept the Landlord's suggestion that the floods are occurring because the Tenants are leaving a basement window open. The Tenants' evidence shows water in numerous areas on the basement floor not just under the window. The Tenants' mould report and the Landlords' own contractor report both support that the water/mould was a much more severe issue than just a small amount of water coming in from an open window.
17. 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.
18. I find that the Landlord's actions between the first and third floods to be unreasonable. After the first flood the Landlord did not visit the property. The Landlord told the Tenants that underground water is a common problem in old houses and did nothing to investigate or to stop a further flood from happening. I accept the Landlord's testimony that he attended the rental unit after the second flood with a contractor. However, unfortunately the Landlord did not call the contractor as a witness or produce a report from them. I'm not satisfied by the Landlord's general descriptions alone about what the contractor did that reasonable steps were taken. That the problem persisted is compelling evidence that the steps taken by the Landlord after the second flood were inadequate. Had the Landlord taken reasonable steps it may have prevented the further floods.
19. After the third flood I find that the Landlord started taking reasonable steps. The Landlord sought to visit the property in a timely manner, tried to get a contractor but was unable to due to shortages of available contractors resulting from the significant storm, gave the Tenants a dehumidifier, and did manage to have a contractor visit the rental unit within 10 days of the flood. I find that the contractor was qualified and that the steps he identifies taking in his report were reasonable. The Tenants did not report any more floods before they vacated August 30, 2024.
20. I'm not satisfied that the Landlord breached their maintenance obligations regarding mould in the rental unit basement. Prior to the July 16, 2024 flood the Tenants did not complain about mould to the Landlord. I accept the Landlord's testimony that he was not aware of a mould issue prior to that date. While mould often follows moisture the Landlord states in his emails that the flooding issues had not happened before April 4, 2024. I'm not satisfied that two recent floods, without any reports of mould, was sufficient to trigger a maintenance responsibility on the Landlord's part to investigate for mould. The Tenants got their own air testing report without giving the Landlord a reasonable opportunity to do it

himself. After the July 16, 2024 flood, the Landlord got a contractor into the rental unit in a timely manner and started mould remediation.

21. I do not find a rent abatement for the first flood to be reasonable because there is no evidence that the Landlord knew about the problem before the first flood or could have done anything to avoid it. I find \$1,000.00 total to be a reasonable rent abatement for the work and inconvenience caused by the second and third flood. The Landlord did not assist the Tenants with cleaning, and the Tenants were left to deal with the impacts of the floods on their own.
22. I don't find a rent abatement for the entire period from April 4, 2024, to July 16, 2024, to be reasonable because there was not constant flooding. There were three separate incidents of flooding. Additionally, the Tenants' evidence about the impact of the floods mostly concerns the events after the third flood on July 16, 2024. After that period the Tenants largely lost use of the basement. However, I have not found that the Landlord breached their maintenance obligations after July 16, 2024, and as such a remedy for events after July 16, 2024, would not be appropriate.
23. I accept the Tenants' evidence that some of their items were damaged from the third flood. The Tenants provided photographs of the damaged items (DOC-5677027, pages 121 to 128). Had the Landlord responded reasonably to the first two floods it may have prevented the third flood. I therefore find it reasonable to award the replacement costs of those items.
24. The Tenants requested replacement costs of \$550.00 are reasonable. Those costs include \$200.00 for two guitar cases, \$100.00 for a rug, \$50.00 for a harmonica and case, and \$200.00 for a side table. I don't find those costs to be inflated or that they represent a form of betterment. The Tenants tried to mitigate their damages by making a claim through their insurance, but the insurance company would not cover the claim because it did not meet the deductible.
25. The Tenants request that they be allowed to break their lease, be reimbursed for moving costs, and be given costs for pain and suffering. As the Landlord started responding reasonably after the third flood, I do not find these remedies appropriate. The largest impact on the Tenant was after the third flood, but by that time the Landlord was taking reasonable steps to remedy the problem.
26. The Tenants request to be reimbursed for their mould inspection report. As I have not found that the Landlord breached their maintenance responsibilities regarding the mould, a remedy will not be awarded for the issue.

L10 Application

Rent Arrears

27. The parties had a lease agreement that ran from January 1, 2024, to December 31, 2024 (DOC-5677027, page 5). The Tenants broke their lease and returned the keys to the rental unit on August 30, 2024 (DOC-5677027, page 146). Prior to that the Tenants served an N9 notice of termination with a termination date of August 31, 2024. However, that was not a valid notice of termination because it was not at the end of the lease term.

28. I accept the Landlord's evidence that they tried to mitigate their damages by listing the rental unit for rent in September 2024 and were able to get a new Tenant for October 8, 2024.
29. However, I find that the Landlord is only entitled to arrears up to September 30, 2024, because the Landlord served the Tenants with an N4 notice of termination with a termination date of September 30, 2024 (DOC-5677027, page 144). The Landlord argues that they should be able to collect rent after that date because the Tenants did not move out because of the N4 notice, rather the Tenants moved out because of the maintenance issues. I'm not persuaded by the argument. The Landlord served a notice of termination telling the Tenants to leave and the Tenants moved out. The Tenants' obligation for rent ends on the termination date in the notice.
30. There is no dispute between the parties that the Landlord already applied the last month's rent deposit to August 2024 and that the only unpaid month of rent is September 2024. The monthly rent was \$4,800.00. As such the Tenants shall pay the Landlord \$4,800.00 in rent arrears for the unpaid month of rent for September 30, 2024.

Utilities

31. The Tenants do not dispute that they were responsible for the costs of water. The Tenants submit that the reason they did not pay the bill is because it was never sent to them. While a reasonable explanation for non-payment, that explanation does not relieve the Tenants from the obligation to pay for the bill. The Tenants agreed at the hearing that they should pay for the portion of the bill that covered their tenancy.
32. The unpaid water bill runs from November 26, 2023, to October 8, 2024 (DOC-6895036, page 26). However, I find that the Tenants are only responsible for the costs during their tenancy (January 1, 2024 to September 30, 2024). The water bill charges roughly \$4.20 a day. As such the Tenants are only required to pay \$1,146.60 of the total \$1,375.58 bill.

Damages

33. For the following reasons I find that the Landlord did not prove any of their damages claim.

Electrical Issue

34. On February 22, 2024, the Tenants sent the Landlord a text message that said the following:

"We'll need your assistance with calling an electrician to validate that there's no risk with the installation in the house. Let me explain why: Yesterday I installed a projector in the basement. For getting power to it, I ran a wire from the ceiling light fixture box only to realize that it didn't work. I checked with a working. This outlet never worked since we moved in. I took it apart to validate that the wiring was ok, didn't see anything wrong with it so I assumed it was the hardware and I put it back together until I could go to Home Depot to get a new one. When I turned the breaker back on, this outlet short-circuited. The wire was secured to the box from the inside, so to be able to fix the short circuit and turn the breaker back on, I had to

cut open a 3x3 in in the drywall, revealing length, there is a current electrical issue happening in the basement. We had no intention of cutting the drywall – we had to cut the 3x3 inches to be able to temporarily solve the short circuit caused by the old faulty wires. Would you have preferred if I had contacted you at 11pm to come cut it yourself? Or should we have waited 3 weeks for action, like what happened with the couch, with no lights in the kitchen? (DOC-6895036, pages 27-30).

35. The Landlord responded to the text message: “pls do not open and touch the wires as it might be dangerous for you and cause damage to the whole house”.
36. The Tenant L.M testified that when installing the projector there were signs that something was wrong, there was smoke, a burning smell, and no power came out of the outlet. L.M testified that it would have been unsafe to wait for the Landlord, and the Tenants had to figure out what the burning smell was. L.M testified that the Tenants did not touch the electrical and that they only cut the drywall.
37. The Tenants provided photographs of what appear to be very old and damaged electrical wires (DOC-6902235, page 12).
38. The Landlord provided a photograph of the cut drywall (DOC-6895036, page 17). The photo also shows a rude message written on the inside of the drywall.
39. The Landlord sent the Tenant a text message on February 23, 2024, that says he forwarded the photos and video the Tenants sent him of the electrical issue to an electrician, and that the electrician said it is normal and safe. The Landlord says the black wire to the socket in the video was somehow cut in the middle. The Landlord says it is too small a job for electrician to come and fix it (DOC-7575240, page 20).
40. The Landlord testified that he sent the Tenants an email asking them to get a qualified technician to rectify the issue.
41. The Tenants hired an electrician to inspect the problem. That electrician sent an email dated July 29, 2024 that says that the outlet in the basement has a nick on the wire most likely caused by an over tightened connector in which the breaker tripped.
42. The Landlord submits that the short circuit caused damage all the way to electrical panel. The Landlord got an estimate of \$9,000.00 for “electrical damage inspection and repair (including cut out, remove, replace all burned wires & run new wires to the panel). The estimated start date for the project is September 2024 (DOC-6895036, page 73).
43. I agree with the Landlord that the Tenants should never have interfered with the electrical or cut the drywall on February 22, 2024. However, I’m not satisfied that the Landlord proved on a balance of probabilities that the Tenants actions caused the \$9,000.00 in damages he seeks. I find that amount could have been paid to address pre-existing or other damage in the electrical wires. The Landlord did not send a technician to inspect the problem until months after it happened. The estimate and invoice the Landlord provided are fairly vague and do not clearly connect what happened on February 22, 2024 to the damage that was repaired. The electrician hired by the Tenants concluded that the nick on the wire was most likely caused by an over tightened connector and therefore not the Tenants’ actions. The house is over 100 years old. The photographs reveal very old

looking wiring. The Landlord was not sure when the electrical was last updated. The Landlord's claims about the electrical wires are also inconsistent. He told the Tenants it was safe in February but then months later says the Tenants caused \$9,000.00 worth of damage.

44. I have considered whether the Tenants caused some other amount of damage than the full \$9,000.00 sought by the Landlord, but I do not have sufficient evidence to find that or what amount that would be.

Painting Costs

45. The Landlord seeks \$3,000.00 in painting costs because the Tenants painted a room in the basement green. The Landlord has not proven that painting a room damaged the walls. Painting costs are typical expenses with the turnover of apartments, and I'm not satisfied that the Landlord has proven their damage claim in this regard. Additionally, \$3,000.00 is an exorbitant amount to paint a fairly small area.

Chandelier

46. The Landlord testified that the Tenants cut off a chandelier that was in the dining room and put it in the basement. The Landlord testified that when he tried to turn it back on it would not work. The Tenants agree that they took down the chandelier but L.M testified that its original condition was damaged. In light of the two conflicting accounts, and that the Landlord only has evidence the chandelier needed to be fixed, not that it was actually the Tenants who broke it, I'm not satisfied that the Landlord proved this claim.

Light Sconces

47. The Landlord testified that the Tenants removed two sconces off the original lights near the fireplace in the living room. The Landlord provided a photograph taken before the tenancy started January 1, 2024, that shows the sconces (DOC-6895036, page 72). The Tenants provided a photograph taken January 6, 2024, which shows no sconces on the light (DOC-6902235, page 22). In light of the conflicting evidence, I'm not satisfied that the Landlord led sufficient evidence to prove that the rental unit was given to the Tenants with the sconces and that they removed them.

Swing Door

48. The Landlord testified that the Tenants removed the swing door that led to the kitchen and put it in the basement. The Landlord testified that the latches fell off and the Landlord cannot find a similar replacement part. While I accept that the Tenants removed the swing door, I'm not satisfied that doing so is what damaged it. The Landlord testified that the swing door is original to the 100-year-old property. The swing door was well past its reasonable lifespan.

Cleaning Costs

49. The Landlord seeks cleaning costs as costs associated with damage. If something can be cleaned it is not damaged. The Landlord did not seek out of pocket expenses for substantial interference. I'm not satisfied that any issues with cleanliness rose to the level of constituting damage.

Offset

50. The various amounts in this order will be offset against each other. This has been calculated as follows:

Amounts awarded to the Landlord:

- \$4,800.00 for the unpaid rent for September 2024
- \$1,146.60 for unpaid utilities
- \$186.00 application filing fee.

Amounts awarded to the Tenants:

- \$977.62 rent abatement for the issue with the stove from January 1, 2024, to July 24, 2024
- \$1,000.00 rent abatement for the floods that occurred on April 12, 2024 and July 16, 2024
- \$550.00 to replace damaged property from the flood that occurred on July 16, 2024
- \$48.00 application filing fee.

As such, the Tenants shall pay \$3,556.98 to the Landlord.

It is ordered that:

1. The request to review order LTB-L-093826-24 issued on October 8, 2025 is granted.
2. Order LTB-L-093826-24 issued on October 8, 2025 is canceled and replaced with the following:
3. The Former Tenants shall pay the Landlord \$3,556.98
4. If the Former Tenants do not pay the Landlord the full amount owing on or before April 30, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4% annually on the balance outstanding.

April 1, 2026
Date Issued

Amanda Kovats
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.