



Order under Section 30 Residential Tenancies Act, 2006

Citation: Watson v Thevarsan, 2026 ONLTB 27329

Date: 2026-04-02

File Number: LTB-T-007388-25

In the matter of: 195 ROBERT PARKINSON DR
BRAMPTON ON L7A4G7

Between: Robert Watson Tenants
Erinn Kemp

And

Hanisha Thevarsan Landlord

Robert Watson ('RW') and Erinn Kemp('EK') (the 'Tenants') applied for an order determining that Hanisha Thevarsan (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.

This application was heard by videoconference on November 13, 2025. The Tenants and the Landlord, Represented by Dharshini Dhurairatnam, attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$1,241.36.
2. By way of background, the rental unit was a basement apartment. The Landlord lived in the upper portion of the complex. The Tenants agree they terminated their tenancy February 1, 2026.
3. The Tenants submit that there was a rodent infestation in the rental unit, that the air conditioning was inadequate to keep the Tenants comfortable, and that the Landlord failed to address their concerns in a reasonable, timely, and effective manner.

Rodents

4. RW testified that he first saw a mouse in the rental unit in November 2023 and told the Landlord. However, he says the Landlord just told him to purchase mouse traps. Submitted into evidence is a text message from the Tenant to the Landlord, sent on or about November 5, 2023, stating that the Tenants have decided to hire pest control

themselves to which the Landlord says that it is up to the Tenants, but that she does not require service upstairs (Doc-6756320).

5. After this treatment, RW states that there continued to be a pest problem stating he told the Landlord about this. In support of RW's submission that the Landlord was aware there was an ongoing problem, he explained the Landlord's husband had been down to service the furnace. During this visit, a dead mouse was seen. In RW's opinion, this is evidence that the Landlord knew, or ought to have known, that the rodent problem persisted.
6. The Landlord challenges RW's submissions. The parties had been before the Board on an unrelated L2 hearing (LTB-L-016444-25). The order issued on November 26, 2025, and states in paragraph 14 that since October 2023, stating: "...since that time, they have not seen any mice in their unit." (Doc-7545765, Pgs 1-5)
7. The Landlord's evidence is that between October 2023 and July 2025, the Tenants did not inform her of any further issues with mice. She also states that she did not have mice in her own unit. However, the Landlord testified that she did become aware at the L2 hearing held July 23, 2024, that there were still mice in the rental unit.
8. In September 2023, she installed mouse "repellants" which are an item, when plugged in, are intended to emit a high-pitched frequency which is supposed to repel mice. This was not successful. Pest control was then hired. They attended on or about November 16, 2025, to inspect (Doc-7545765, Pg 7). During this inspection, several holes were discovered at the exterior of the building, and these were fixed two or three days later.
9. Section 20 of the *Residential Tenancies Act* ('the Act') states that a Landlord is responsible for maintaining a residential complex in a good state of repair and for complying with health, safety, housing and maintenance standards.
10. I do not find that the Landlord failed to meet her obligations under s. 20 of the Act for the period between October 2023 through July 23, 2024. I am not satisfied, on a balance of probabilities, that the Tenants told the Landlord that the mouse problem continued.
11. I say this for two reasons. First, RW says that the Landlord's husband having observed the dead mouse when the furnace was being serviced ought to imply that the Landlords knew, or ought to have known, the problem persisted. I am not persuaded that this is true. I find it is equally as possible that the Landlord could have interpreted the dead mouse to support the fact that the pest control hired by the Tenants had been effective.
12. Second, the Tenant's own evidence as found in Order LTB-L-016444-25 was that they had not seen any mice during this period. RW says that this was incorrectly framed in the order. However, the Tenants did not seek to amend the order.
13. Based on the evidence before me, I am not satisfied that the Tenants told the Landlord that the mouse problem persisted between October 2023 and July 23, 2025.

15. However, I do find that the Landlord knew based on her own testimony that the mouse problem continued to be an issue from July 24, 2025, through November 19, 2025. The Landlord testified she learned the problem persisted at the hearing in July. However, she also provided evidence that pest control was not hired until November 16, 2025, and the problem was ultimately not corrected for a few more days. As November 16, 2025, was a Sunday, I have calculated the estimated date of the repair to have been affected as of November 19, 2025. The Landlord's own testimony was that she was going on holidays for about a month right after the hearing, so she just had not been able to make the necessary arrangements.
16. 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.
17. When I consider the Court of Appeal's guidance in *Onyskiw*, I am to consider not only that there is a maintenance issue, but what the Landlord's response to that issue was. In my view, the delay between July 24, 2025, to November 19, 2025, was unreasonable. Even if the Landlord had vacation plans, it was incumbent upon her to make the necessary arrangements to deal with the problem. This also not explain the further delays between the end of August, when presumably the Landlord returned from her holiday, and the middle of November, when the problem was finally addressed.
18. I am also not persuaded that the mouse repellants were a satisfactory repair. Given the repairs needed to the exterior of the house, I am not satisfied that purchasing the repellants without having also engaged in professional pest control was an appropriate remedy. Further, there was no evidence before me that the Landlord contacted pest control, and that pest control suggested this would be an appropriate remedy.
19. Therefore, I find that the Landlord breached s. 20 of the Act by failing to address the Tenants' requests in a reasonable, timely, and effective manner.

Air Conditioning

20. RW also states that that the air conditioning was insufficient to keep the Tenants comfortable in their unit. RW agreed the issue was not that the air conditioning did not work, just that it was insufficient. They did not have control over the thermostat.
21. However, I noted that this was a T6 application which alleges that the Landlord failed to maintain the rental unit rather than a T2 application which would consider allegations of substantial interference with the tenant's reasonable enjoyment of the rental unit.
22. After hearing submissions from the Tenants to request to amend their application, and the Landlord who opposed this request, I determined it would be prejudicial to allow the Tenants to amend their application. The parties had attended an adjudicative case conference. The Landlord submits that the Tenants were advised if they wished to amend their application, they could do so. They did not; therefore, they should not be allowed to now amend their application. I agree with this submission. The Landlord was not given

notice that the Tenants intended to amend their application, and they had ample time to do so. Therefore, the Tenants' claim pertaining to the air conditioning is dismissed as there was no evidence to support the Tenants' allegation that the air conditioning was not maintained.

Remedies

23. The Tenants seek a 100% abatement for a 14-month period totalling \$24,900.00. They testified that they had a newborn baby during this period. They lost sleep because of the noise in the walls, and the mice damaged their food.
24. An abatement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be getting 100% of what you are paying for and if a tenant is not receiving the full value of what they are paying for, then they should be entitled to abatement equal to the difference in value.
25. In *Biltmore Terrace Apartments v. Nazareth*, [1997] O.J. No. 1881, a decision rendered under the *Landlord and Tenant Act*, the Court remarked:

It is always difficult to arrive at a proper amount or percentage by way of abatement. There is no magic formula. What is appropriate in each case will depend on the circumstances, including the amount of rent, the age and general condition of the premises, the nature and degree of the non-repair, and its duration, the efforts of the Landlord to inspect, the co-operation or otherwise of the Tenant in that regard, and the efforts made by the Landlord to rectify the defect.
26. The Tenants were inconvenienced and did lose food. However, there is no evidence to suggest that they unable remain in the rental unit nor use all areas of the rental unit. Therefore, I do not find that a 100% abatement is an appropriate remedy in the circumstances.
27. The Tenants' rent was \$1,600.00. Given the length of time to repair the issue, the degree of the problem, and the Landlord's response to the problem, I am of the view that an appropriate remedy is a 20% abatement totalling \$1,241.36 ($\$1,600.00 \times 12/365 \times .2$ (x 118 days)). This is in the range of similar Board orders (See *Cousineau v Salkeld*, 2020 CanLII 117958 (ON LTB); *TST-61589-15* (Re), 2016 CanLII 39765 (ON LTB)).
28. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Landlord shall pay the Tenants is \$1,289.36. This amount represents:
 - \$1,289.36 for a rent abatement for the period between July 24, 2025, to November 19, 2025.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by April 13, 2026.

3. If the Landlord does not pay the Tenants the full amount owing by April 13, 2026, the Landlord will owe interest. This will be simple interest calculated from April 14, 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

April 2, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.