



Order under Section 31 Residential Tenancies Act, 2006

Citation: Alfonso v Sampogna, 2026 ONLTB 30125

Date: 2026-04-27

File Number: LTB-T-067202-24

In the matter of: BASEMENT, 354 BURNHAMTHORPE RD
ETOBICOKE ON M9B2A6

Between: Jose Alfonso Tenant

And

Pasquale Sampogna Landlord

Jose Alfonso (the 'Tenant') applied for an order determining that Pasquale Sampogna (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant (T2 Application)
- gave a notice of termination in bad faith (T5 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).

These applications were heard by videoconference on January 20, 2026, and April 8, 2026.

The Tenant and the Tenant's Representative, Shaun Harvey and the Landlord and the Landlord's Representative, Brenda Rizzo attended the hearing. The second Landlord, Elfriede Sampogna also attended the hearing.

At the outset of the hearing, the Tenant's Representative sought to withdraw the Tenant's T5 application. I consented to this request and proceeded to hear the T2 and T6 applications.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must compensate the Tenant pursuant to the terms of this order.

2. The Tenant, Jose Alfonso (J.A.), testified that he initially moved into the rental unit on or about February 1, 2018, at which time the lawful monthly rent was \$1,250.00 due and payable on or before the 7th day of each month.
3. J.A. testified that on July 16, 2024, a flood occurred within his rental unit which resulted in significant water damage to the rental unit and the Tenant's personal belongings. J.A. described the flooding as a major flood with water throughout the rental unit. He was unaware as to what the cause of the flood was.
4. J.A. testified that the Landlord did not attend the unit immediately after being notified and did not provide a specific time as to when the Landlord arrived in scene. J.A. testified that he had to remove most of his personal belongings from the rental unit which was done by July 20, 2024.
5. J.A. testified that he forwarded the Landlord an email dated July 23, 2024, in which he informed the Landlord that he wanted to maintain some of his personal belongings in the cabinets that have not been affected by the flood. J.A. was given permission by the Landlord and proceeded to place some of his personal belongings in the kitchen cabinets and tape the cabinets, so they are not opened during the remediation work. The Tenant tendered photographs of his items in the taped cabinets.
6. J.A. testified that his rent at the time of the flood was \$1,340.00 per month payable on or before the 7th day of each month. J.A. also testified that he paid the Landlord this amount for the period of July 7, 2024, through to August 6, 2024, for which he was not refunded any amount. J.A. also testified that he attempted to pay the Landlord the lawful rent on August 7, 2024, but the Landlord refused to accept his payment. J.A. also testified that the Landlord has continued to refuse his payments since July 2024.
7. J.A. also testified to having to purchase and use a sump pump to remove the water in effort to mitigate his damage and try to save some of his personal belongings when the flood started.
8. J.A. testified that he received an email from the Landlord on or about July 30, 2024, confirming that the unit was uninhabitable due to the flood. J.A. testified that he did not have any use of the unit from the date of the flood on July 16, 2024, onward.
9. J.A. testified that he was in constant communication with the Landlord regarding the status of the rental unit, his request for some compensation based on his out-of-pocket expenses, and confirmation of his intent to return and reoccupy the unit once the remediation work is complete. The Tenant tendered copies of these emails as evidence into the Board.
10. J.A. testified that he did have a tenant insurance package in place and that he received \$10,000.00 which covered all his personal belongings that were damaged in the flood. J.A. also testified that this amount did not cover his out-of-pocket expenses such as the cost of purchasing the sump pump, food costs, parking costs, storage costs, and his hotel accommodation until he could find permanent residence.

11. J.A. tendered an email in which he notified the Landlord that his out of pocket expenses for the period of July 16, 2024, through to July 31, 2024 were as follows: the pump was \$113.00 and the Tenant's accommodation for the period of July 16, 2024, through to July 31 2024, was in the amount of \$1,746.33 for a stay of 16 days, an additional \$300.00 for monthly storage fees, \$15.00 per day for parking, and \$40.00 per day for meal expenses.
12. J.A. also testified that the Landlord entered the unit on multiple occasions during the remediation work without proper notice of entry. A copy of an email from the Landlord informing the Tenant they would be entering the unit but failing to specify the reason for entry was tendered as evidence with the Board by the Tenant.
13. J.A. agreed that the Landlord told him that the unit was ready to reoccupy at some time after the flood but did not recall the specific date. J.A. also testified that the Landlord served him with an N12 notice for the Landlord's own use shortly after the flood occurred. He believed that this was a tactic on the Landlord's part to not allow him to move back into the unit.
14. The Tenant was sought general compensation in the amount of \$500.00 per day up to an amount of \$8,040.00, a rent abatement in the amount of \$925.15 for the period of July 16, 2024, through to August 6, 2024, and \$6,500.00 in out-of-pocket expenses for hotel accommodations. The Tenant is also asking the Landlord be fined in the amount of \$15,000.00 payable to the Board.
15. On cross-examination, J.A. confirmed receiving \$10,00.00 for his insurance company but maintained said payment only covered the loss of his personal belongings damaged in the flood. The amount did not cover his out-of-pocket expenses being claimed.
16. J.A. also confirmed that he did not pay the Landlord any rent from August 7, 2024, onward, and that he used this money to pay for his alternative accommodation.
17. J.A. did confirm that the Landlord attended the unit the same day as the flood occurred but did not do anything to assist on that day.
18. J.A. confirmed that he was unaware as to what caused the flood to occur and agreed that it was raining on the day of the flood.
19. J.A. stated that he has not moved back into the unit since the initial flooding on July 16, 2024. He also stated that he contacted his legal representative to assist him in making arrangements for him to access the unit and retrieve his belongings from the unit. He went back to the unit on a few occasions to retrieve his belongings.
20. On re-direct, J.A. confirmed that his return to the unit was limited to retrieving his personal belongings and not re-occupying the unit for residential occupation.
21. The Landlord, Elfriede Sampogna (E.S.), testified that she owns the rental property along with her husband, Pasquale Sampogna, the named Landlord in this application.
22. E.S. confirmed that the rental unit had a significant flood on July 16, 2024. She also agreed that the Tenant notified the Landlord immediately of the flood.

23. E.S. testified that July 16, 2024, was one of the hardest rainfalls that the Greater Toronto Area has experienced with very heavy rainfall and flash flooding throughout most of the Greater Toronto Area. The amount of rain was well above average with over 100 mm of rainfall in a short span of three hours which caused flooding throughout the vicinity of the rental property. E.S. also testified that the flood occurred as a direct result of the significant rainfall and that the water that penetrated the unit was clean rainwater and not sewer water.
24. E.S. confirmed that the Tenant vacated the rental unit because the unit was uninhabitable due of the flooding and that the Landlord required vacant possession of the unit to carry out remediation work. She did not dispute the Tenant's vacate date of July 16, 2024.
25. E.S. testified that the Landlord was unable to attend the unit immediately after being notified by the Tenant because of the extreme weather conditions and road/highway closures because of the same. E.S. testified that the Landlord did attend the rental unit within approximately 3 to 4 hours of being notified by the Tenant. The delay was due to driving conditions and additional time required for safe driving. E.S testified that the Landlord did everything they could considering the circumstances.
26. E.S. testified that the flood resulted in approximately 8cm of water throughout the rental unit. She also testified that at the time the Landlord attended the unit, the water had already receded for the most part. The Landlord inspected the unit for damage and also contacted his insurance company immediately to report the flood, damage, and claim.
27. E.S. testified that on July 19, 2024, the Landlord had a company by the name of Service Master attend the rental unit and start the process required to remove any remaining water, moisture, and dry out the rental unit. E.S. testified that this company was from the Niagara Region and was provided by the Landlord's insurance company. The reason for using an out of area service provider was due to the significant flooding in the area and demand for remediation work.
28. E.S. testified that sometime at the end of July 2024, beginning of August 2024, the Landlord had Service Master attend the unit and remove all the damaged items including the flooring, drywall, baseboards, and doors. E.S. also testified that Service Master could not do the restoration work because they were in Niagara Region and the property was outside of their general service area. While Service Master was willing to do the demolition and removal work in this case as an exception to their service area, they were not prepared to do the restoration work.
29. E.S. testified that the Landlord had ongoing communications with their insurance company for status updates on the claim made by the Landlord, and approximately time expected for payment or remediation work to be completed. The Landlord tendered copies of emails with their insurance company as evidence.
30. E.S. testified that the insurance company was receiving an overwhelming number of claims and contractors were very busy with all of the damage caused by the heavy rainfall on July 16, 2024, and flooding because of the same. E.S. also testified that the Landlord was relying on the insurance payout for funds to repair the property as required.

31. E.S. testified that the Landlord's claim was being negotiated in November 2024 and was approved by the insurance company sometime mid December 2024. E.S. testified that the Landlord retained a contractor and had the remediation work started mid to late January 2025, with all the work completed on March 15, 2025. E.S. testified that the unit was fully restored at this time and the Tenant was notified that the unit was complete, and the Tenant may re-occupy the unit as of this date.
32. E.S. testified that the Landlord did not accept any rent payments from the Tenant for the period of August 7, 2024, onward. The Landlord did not accept the Tenant's rental payments because they felt it was unfair to do so given that the unit flooded and the Tenant had no use of the unit. The Landlord last collected rent for the period of July 7, 2024, through to August 6, 2024.
33. E.S. also confirmed that the Landlord did not provide the Tenant with any alternative housing during the remediation period.
34. On cross-examination, E.S. confirmed that the flood took place on July 16, 2024, steps to dry the unit were taken on July 19, 2024, and steps to have all damaged material and items removed from the unit on July 23, 2024, and completed on August 1, 2024. E.S. also confirmed that Service Master was unable to do the remediation work due to the rental unit being out of their normal service area of work.
35. E.S. also confirmed that the Landlord reached out to multiple independent contractors to obtain quotes for the cost of carrying out and completing the remedial work. E.S. testified that the costs quoted were between \$25,000.00 to \$40,000.00 to have the work completed. E.S. also confirmed that the Landlord did not retain either of these contractors to do the work required. The Landlord contacted these contractors towards the end of August 2024.
36. E.S. confirmed that the Landlord could have funded the remediation work on their own instead of waiting for the insurance payout but also stated that doing so would have resulted in extreme significant financial hardship on the Landlord. The Landlord is retired and relies on pensions and CPP for the most part. E.S. also testified that the Landlord elected to wait until the insurance claim was settled to use the payout funds for the cost of covering the remediation work.
37. E.S. did agree that the work on the unit had to be done whether the insurance company approved and paid the Landlord or not. E.S. confirmed the work was completed after the insurance company paid the Landlord the funds.
38. E.S. confirmed that the Landlord received approximately \$35,000.00 from their insurance company and spent approximately \$20,000.00 to her son-in-law for the remediation work. She also confirmed her son-in-law was a contractor but was not available in August 2024, or September 2024. E.S. also testified that the Landlord applied the remaining \$15,000.00 towards loss of rental income during the time of the flood repairs being carried out. E.S. was not certain whether the insurance pay out included any payment for loss of rental income.

39. E.S. also confirmed that the Landlord assisted her son-in-law with the repair work required. She also confirmed that his assistance was limited because he is a senior citizen with limited ability.
40. On re-direct, E.S. confirmed that the Landlord was unable to finance the work because of financial restraints. Doing so was not financially viable for the Landlord and the costs of doing the work required were high and cost prohibitive.
41. The Landlord relied on their insurance company to process the claim and provide sufficient funds to have the necessary work completed.
42. In closing, the Tenant's Representative submitted that the Tenant is not taking the position that the flood occurred because of the Landlord's breach or negligence but rather that the time that the Landlord took to complete the work required was unreasonable. The Landlord could have and ought to have funded the work themselves and waited for the insurance payout. This would have resulted in the work being completed by the end of September 2024, as opposed to March 15, 2025. By failing to fund the project personally as soon as possible after the flood would result in a breach of section 20 of the Landlord's obligations. The Landlord failing to do so would have also substantially interfered with the Tenant's reasonable enjoyment. The Act does not give the Landlord the option of delaying repairs to simply avoid going into debt and doing so is unreasonable.
43. The Tenant's Representative also takes the position that the Landlord was unjustly enriched by collecting \$35,000.00 and spending only \$20,000.00, leaving a balance of \$15,000.00. The work could have been done within 2 months of the flood date if the Landlord funded the work personally rather than sitting by and waiting for an insurance payout. The Landlord also failed to reimburse the Tenant for their rent paid for the period of July 16, 2024, through to August 6, 2024, despite the Tenant having to vacate the unit because it was uninhabitable due to flooding.
44. The Landlord's Representative argued that the Landlord has demonstrated that they have taken every step available within a reasonable time. The Landlord did not cause any delays, and any delays were caused because of the extenuating circumstances of the significant rainfall on the date of the flood, availability of contractors, and number of claims filed with the insurance companies. The Landlord attended the unit the same day despite the weather conditions, the Landlord made immediate contact with their insurance company and maintained open communications throughout the process, work started shortly after the flood on July 19, 2024. Any delay in the work being done was because of the circumstances and not the Landlord. The Landlord had the work required completed shortly after receiving funds from the insurance company. The Landlord was not reasonably able to finance the work without the assistance of the insurance company. Accordingly, the Landlord's Representative sought dismissal of the Tenant's application.

45. Based on the evidence, I am satisfied that the flood occurred because of the natural disaster in the form of significantly heavy rainfall and flash flooding on July 16, 2024. This was not something that could have been prevented by maintenance or otherwise. The Landlord attended the property the same day, several hours after the initial flooding, but understandably so because of the weather and road conditions and closures. The Landlord also contacted his insurance company without delay and had the initial drying and damaged items removal shortly after the flood. Where the delay came in was the Landlord waiting for their insurance company to pay out the funds necessary to complete the work required. I am not satisfied that the Landlord caused any delay by failing to communicate with their insurance company or otherwise. I am also not satisfied that the Landlord acted unreasonably by not funding the repairs personally and waiting for the fund's payable by his insurance company. Given the amount of work required and costs related to the work, it is not unreasonable for a landlord to wait for insurance funding to have the work completed. I also do not find that the Landlord's entry into the unit during the time of the remedial work being done without a proper notice to not be unreasonable given the circumstances. I say this because the Tenant was not in possession of the unit physically and specifically vacated the unit for the purposes of remediation work being carried out. I was not satisfied that the Landlord or Agent thereof, tampered with the Tenant's personal belongings.
46. 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.
47. Accordingly, I do not find the Landlord has breached their obligations under section 20 of the Act.
48. Having said this, I do find that the actions of the Landlord have substantially interfered with the Tenant's reasonable enjoyment of the rental unit. I make this finding because the Landlord failed to reimburse the Tenant for the period of rent for July 16, 2024, through to August 6, 2024. I also find that despite the flood not occurring because of the Landlord, the Tenant was still required to vacate the rental unit and should be entitled to compensation for the same. I find this because despite the flooding being a no-fault occurrence in this case, the Landlord is running a business and should be prepared to compensate the Tenant for any out-of-pocket expenses. This is the cost of doing business.

49. I am mindful that the Tenant was seeking a rent abatement for the period of July 16, 2024, through to August 6, 2024, because they paid rent to the Landlord for this period but were unable to have use of the unit during this time due to the flood. The Tenant was awarded the out-of-pocket expenses for the hotel accommodation for this period. The Tenant would have had to pay rent had the flood not occurred. To award both amounts requested would essentially allow the Tenant to live rent free for this period, which they would have otherwise been unable to do. The Tenant was awarded the higher of the two amounts. With respect to out-of-pocket food and parking expenses claimed, the amount awarded to the Tenant accounts for the Tenant having to pay for food either way, they were simply put into a position in which they had to absorb the additional cost of eating out versus purchasing ingredients and cooking at home. Again, awarding the total cost of eating would be unreasonable and inappropriate. The circumstances to which give rise to this situation occurred because of torrential rain pour and flash flooding within the Greater Toronto Area. The flood did not occur because the Landlord neglected the property of failed to attend to the property but rather due to unforeseeable circumstances. The Landlord responded and attended the unit the same day despite the road closures and risk of personal safety in doing so. The Landlord also maintained communication with their insurance company and took no actions that would have delayed the work from being completed. Having said this, I do not find that an award for general compensation and/or general damages is appropriate under these circumstances. I find that the same applies with respect to the issuance of a fine to the Landlord, as I feel that is more appropriate in circumstances where a landlord blatantly ignores or disregards their obligations under the Act, or otherwise, which did not happen in this circumstance.

50. Accordingly, I find that the Tenant should be entitled to the following compensation:

- a) Out of pocket expenses of \$113.00 for the cost of purchasing a sump pump
- b) \$300.00 for one month of initial storage space
- c) \$2,401.17 for out-of-pocket expenses for hotel accommodation for the period of July 16, 2024, through to August 6, 2024.
- d) \$1,000.00 for out-of-pocket expenses for food and parking costs for the period of July 16, 2024, through to August 6, 2024
- e) \$48.00 application filing fee

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,862.17. This amount represents:
 - \$48.00 for the cost of filing the application.
 - Out of pocket expenses of \$113.00 for the cost of purchasing a sump pump
 - \$300.00 for one month of initial storage space
 - \$2,401.17 for out-of-pocket expenses for hotel accommodation for the period of July 16, 2024, through to August 6, 2024.
 - \$1,000.00 for out-of-pocket expenses for cost of difference of eating out and parking costs for the period of July 16, 2024, through to August 6, 2024
2. The Landlord shall pay the Tenant the full amount owing by May 8, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by May 8, 2026, the Landlord will owe interest. This will be simple interest calculated from May 9, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 27, 2026

Date Issued

Ilan Shingait

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.