



Order under Section 31 Residential Tenancies Act, 2006

Citation: Harvie v COVENS PROPERTY INVESTMENTS INC., 2026 ONLTB 33557

Date: 2026-05-01

File Number: LTB-T-056669-23

In the matter of: 203, 1338 OUELLETTE
WINDSOR ON N8X1J9

Between: Heather Harvie Tenant

And

COVENS PROPERTY INVESTMENTS INC. Landlord

Heather Harvie (the 'Tenant') applied for an order determining that COVENS PROPERTY INVESTMENTS INC. (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.
- withheld or interfered with their vital services.
- 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 April 22, 2026.

Only the Tenant and the Tenant's representative Christopher Hall attended the hearing.

As of 1:10p.m., the Landlord was 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 Tenant's evidence.

Determinations:

1. For the following reasons I find that the Tenant proved on a balance of probabilities the claims on the application. As such, the Landlord shall pay the Tenant \$4,196.10.

Leaks and the Walls and Ceilings in the Rental Unit

2. I accept the Tenant's testimony that between at least October 2021 (potentially earlier) to when the Tenant vacated on November 30, 2023, there were issues with leaks and

water/other damage to the rental unit ceiling and walls. The Tenant testified that the water damage impacted the kitchen, living room, bathroom, and bedroom. The Tenant provided photographs that show the rental unit in significant disrepair (DOC-7048039 pages 28-58). For example, there are photographs of giant wet spots on the ceiling, numerous peeling, bubbling, and cracking walls, and photographs of large holes in the ceiling.

3. I accept the Tenant's testimony that she complained to the Landlord about the problem numerous times by phone and email. Emails sent by the Landlord on May 26, 2021, July 12, 2021 and August 25, 2021 shows that the Landlord attempted to do some repairs around that time (DOC-7048039, page 63-66). Those emails also show that the Landlord was aware of the problem. The Tenant testified that the issue with the living room ceiling was repaired in April 2023 after she complained to the City but the other leaks were never resolved.
4. 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.
5. While The Tenant's evidence shows that the Landlord took some steps to resolve the issue that the problem persisted for years is not reasonable. I also accept the Tenant's testimony that at least one of the fixes made by the Landlord actually made the problem worse. The Tenant testified that when she complained about a hole in the ceiling the Landlord created an even bigger hole. I find that the Landlord breached their maintenance responsibilities regarding the walls and ceilings in the rental unit.

Heat

6. The Tenant testified that she lost her heat in January 2023 and that it was not fully restored until 6 weeks later. The Tenant testified that she did have some intermittent heat during that time. The Tenant testified that she informed the Landlord immediately upon the problem occurring. The Tenant testified that a maintenance person attended, which resulted in the heat being fixed for a few days but then it broke again.
7. While the Landlord made some attempts to fix the heat, I do not find 6 weeks a reasonable amount of time to resolve the problem. I find that the Landlord breached their maintenance responsibilities regarding heat in the rental unit and substantially interfered with the Tenant's reasonable enjoyment of the rental unit.

Missing Window Screen

8. The Tenant testified that she told the Landlord in 2021 that she was missing a window screen but was never provided with one. I find that the Landlord breached their maintenance responsibilities in this regard.

Bathtub Caulking

9. The Tenant testified that she reported an issue with the bathtub caulking to the Landlord in 2021 and that nothing was ever done. The Tenant testified that the caulking had mildew, was cracking, and was not fully sealing. I find that the Landlord breached their maintenance responsibilities in this regard.

Hole Behind Kitchen Sink

10. The Tenant testified that she told the Landlord about a hole behind the kitchen sink in July 2022 and that the Landlord did nothing about it. I find that the Landlord breached their maintenance responsibilities in this regard. The Tenant testified that a pest control technician told her that any treatments would not be effective until the hole was sealed.

Remedies

11. The Tenant testified that she moved out of the rental unit because the conditions felt unliveable. The Tenant testified that it did not feel like a home, problems kept compounding and that she felt unsafe in her apartment. The Tenant testified that the issues inhibited her enjoyment of her apartment, and she was unable to use some areas because of the issue with the plaster. The Tenant also testified that pests got into the unit through the various holes. The Tenant testified that she experienced worry about what she was breathing in from the walls and worry that the ceiling would collapse.
12. The Tenant filed the application July 19, 2023. Pursuant to section 29(2) of the *Residential Tenancies Act, 2006* ('the Act') the Tenant can only receive a remedy going back one year from that date. I find the Tenant's request for a 35% rent abatement for all the issues excluding the heat issue for 12 months to be reasonable. That rent abatement is for the period from July 19, 2022 to July 19, 2023. While the Tenant did not move out until November 30, 2023 only a one year abatement was requested on the application.
13. Thirty percent of the rent abatement is ordered for the extensive issues with the rental unit ceiling and walls. The photographs show that the rental unit was in an extreme state of disrepair, and I accept the Tenant was forced to move because of it and felt unsafe in her home. The remaining 5% is for the smaller issues. The hole behind the kitchen sink exasperated the pest issue in the apartment and the lack of window screen and issue with the caulking impacted the Tenant's enjoyment of the unit.
14. The Tenant's monthly rent was \$838.00. A thirty five percent rent abatement for one year equals a total of \$3,519.60.
15. The Tenant requests a 50% rent abatement for the time the issue with the heat persisted. I find that to be reasonable. The Tenant was without consistent heat from January 2023 for 6 weeks. The Tenant testified that the lack of heat forced her to use electric heaters, she was very cold in the apartment, and that she worried about the safety of herself and her pets. I find that there was a substantial disruption to the Tenant's normal ability to reside in the rental unit from the lack of heat. A 50% rent abatement for 6 weeks is \$628.50.

16. The Tenant also asked at the hearing that the Landlord be ordered to pay a fine. As that was not requested on the application nor had the Landlord be put on notice of a potential fine, I find it would be procedurally unfair to impose a fine.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$4,196.10. This amount represents:
 - \$4,148.10 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 12, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 12, 2026, the Landlord will owe interest. This will be simple interest calculated from May 13, 2026 at 4.00% annually on the balance outstanding.

May 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.