



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-084056-25

In the matter of: Basement, 122 LEWIS RD
SAULT STE. MARIE ON P6A4G4

Between: Amy Hetner Tenant

And

Monique Morrison Landlord

Amy Hetner (the 'Tenant') applied for an order determining that Monique Morrison (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 April 1, 2026. Only the Tenant attended the hearing.

As of 1:46 p.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. The Tenant's application alleges that the Landlord failed to meet her maintenance obligations under the Act, which resulted in the Tenant having to vacate the rental unit. In summary the application alleges the following:
 - on or about September 19, 2025, the Tenant found water all over the bathroom floor of the rental unit and notified the Landlord;
 - the flooding continued and was observed throughout the rental unit and it was believed that sewage water was infiltrating the rental unit;
 - the Tenant vacated the unit temporarily with the intention of returning after the flooding issue was resolved and the rental unit was repaired; and
 - Instead of making the necessary repairs to the rental unit, the Landlord advised the Tenant that they would not be repairing the rental unit and that the Tenant had to find a new place to live.

2. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application. Therefore, the Landlord must compensate the Tenant in accordance with the order below.

Tenant's Evidence

3. It was the Tenant's evidence that she woke up in the morning on September 19, 2025 and went to the bathroom. Once there, she saw water was all over the floor. The Tenant tried flushing the toilet and it flushed normally. The Tenant looked around and was not sure where the water was coming from. She then called the Landlord who told her that they would 'get a snake' and try to 'clear it out'. The Tenant stated that she was not sure why the Landlord would try this course of action as the toilet was not clogged and she did not see water backing up from anywhere. The Tenant was not sure where the water was coming from but stated that it seemed to be coming out from underneath the flooring.
4. On September 19, 2025, the Landlord sent a text message to the Tenant asking the Tenant to move as many things the Tenant intended to keep from the living room as possible because drying equipment would need to reach all areas that water had infiltrated. A copy of the text message was tendered as evidence.
5. The Tenant stated that she vacated the rental unit, believing it would be temporary, to allow the clean up and repair process to unfold. The Tenant initially went to her sister's house for the day and then booked an Airbnb.
6. On September 25, 2025, the Tenant received a text message from the Landlord that stated the pipe from the house to the street needed to be replaced and that it would be awhile before anyone could live in the rental unit. The Landlord then offered the Tenant her rental unit located in Goulais. The Tenant responded on October 1, 2025 to inquire about where exactly the rental unit in Goulais was located. Upon learning the location, the Tenant declined the offer. The Landlord then responded that the Tenant should look for a new place to live because the Landlord could not afford to pay the \$12,000.00 it would cost to replace the pipe and that she had to sell the house. A copy of the text message correspondence was tendered as evidence.
7. It was the Tenant's evidence that she had to stay in Airbnb rentals from September 19, 2025 to October 6, 2025. During this time, she incurred a total of \$3,591.65. Copies of the Airbnb receipts were tendered as evidence. The Tenant did not have insurance and so she paid for the Airbnb costs out-of-pocket. The Tenant stated that she started looking for rental units right away after the Landlord told her on October 1, 2025 that she should find a new place to live because the Landlord would not be replacing the pipe. However, she was not able to find an apartment until December 2025. The Landlord did not offer to pay for any of the Tenant's costs, nor did the Landlord refund the rent the Tenant had already paid for the month of September 2025.

Analysis

8. Based on the uncontested evidence of the Tenant, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit. The fact that the repairs may have been expensive does not release the Landlord of their

obligations to keep the rental unit in a good state of repair and fit for habitation. A landlord cannot refuse to do repairs because they are too expensive and unilaterally terminate the tenancy.

9. The Tenant sought reimbursement for the out-of-pocket costs she paid for Airbnb rentals in the amount of \$3,591.65, for the period of September 19, 2025 to October 6, 2025. This amount is somewhat high for the time period. It was the Tenant's evidence that the selection of Airbnb's in the area was very limited, and she did not have any friends or family that she could stay with during this period to mitigate her costs and so she had to take whatever was available at the time.
10. Based on the evidence and submissions provided, I am satisfied that, as a result of the Landlord's failure to repair the rental unit, the Tenant was forced to find accommodation elsewhere and incurred out-of-pocket expenses. The Tenant provided sufficient evidence of her out-of-pocket costs claimed in the form of Airbnb receipts. Therefore, Landlord must pay the Tenant \$3,591.65.
11. In the application, the Tenant requested an order for the Landlord to pay for her additional costs for food and the costs to replace items that were damaged from the flooding. However, the Tenant did not include the amount that she was seeking in her application and so no amount shall be ordered.
12. The Tenant withdrew her request for an order for the Landlord to do the repairs to the rental unit as she found permanent housing elsewhere in December 2025 and so this remedy is moot.

It is ordered that:

1. The Landlord shall pay the Tenant \$3,639.65. This amount represents:
 - \$3,591.65 for the reasonable out-of-pocket expenses that the Tenant incurred.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 17, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 17, 2026, the Landlord will owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.

May 6, 2026
Date Issued

Rachel Gibbons
Member, Landlord and Tenant Board

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