



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-025660-26

In the matter of: 157487 HIGHWAY 10 ROAD
MELANCTHON ON L9V2E8

Between: HARPAL SINGH JAKHU Landlords
RAJ RANI

And

HOPE ROOST Tenants
MICHAEL ROOST

HARPAL SINGH JAKHU and RAJ RANI (the 'Landlords') applied for an order to terminate the tenancy and evict HOPE ROOST and MICHAEL ROOST (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 13, 2026, April 20, 2026, and April 24, 2026. The Landlords, the Landlords' legal representative, David Borrie, and Tenant Hope Roost ('HR') attended the hearings.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,400.00. It is due on the 20th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. As determined in the interim order issued on April 14, 2026, there was no agreement between the parties for an abatement of rent for March 2025 and/or April 2025.
7. The rent arrears owing to May 19, 2026 are \$27,190.00.

8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82 issues

9. The Tenants raised the following issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'):
- a. Failure to remove snow from the laneway;
 - b. Lack of water;
 - c. Inadequate heating;
 - d. Front door;
 - e. Hole in kitchen ceiling;
 - f. Infestation;
 - g. Basement steps; and
 - h. Barrier.

One year limitation period

10. The Divisional Court in *Toronto Community Housing Corp. v. Vlahovich*, [2010] O.J. No. 1463 (*Vlahovich*), confirms that a remedy cannot go back farther than the one-year period prior to the filing of the application. As the Act is silent on the limitation period for issues raised by a tenant under section 82, I find it reasonable to consider the disclosure date as the closest equivalent to a tenant's application filing date. The Tenants' first disclosure under section 82 occurred on April 3, 2026. Accordingly, the remedy period to consider begins on April 3, 2025.

Landlords' legal obligation to repair

11. Subsection 20(1) of the Act states:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

12. It is important to note that subsection 20(1) of the Act does not contain an element of fault. Therefore, the reasons for a landlord's breach are not relevant. In *Onyskiw v. CJM Property Management Ltd.* 2016 ONCA 477 (CanLII), however, the Court of Appeal rejected the idea that any service interruption amounts to an automatic breach of the Act. Instead, the Court urged the Board to make a "contextual analysis" in each case, looking at all the facts before finding that a landlord breached the Act. As part of this analysis, the Court directed the Board to look at the essential nature of a tenant's complaints and what steps, if any, were taken by the landlord.

13. Subsection 30(2) of the Act states: "In determining the remedy under this section, the Board shall consider whether the tenant or former tenant advised the landlord of the alleged breaches before applying to the Board." This section of the Act was intended to reflect the case law in the area that basically states that if a landlord does not know about a particular disrepair problem then the landlord cannot and should not be held financially liable for failing to address it.
14. Additionally, in accordance with section 16 of the Act, when a landlord becomes liable to pay any amount as a result of a breach of subsection 20(1), the tenant has a duty to take reasonable steps to minimize the loss.
15. In determining whether the Landlords have breached their obligation to repair and maintain, the Board must first consider whether a maintenance or repair issue existed. The Board must then consider when the Landlords were informed of the issue or should reasonably have been aware of the issue and whether the steps taken to address the issue were reasonable in the circumstances

Failure to remove snow from laneway

16. In accordance with the limitation period noted in *Vlahovich*, I have considered the period from April 3, 2025 to present. With respect to the snow removal issue, this is the 2025/2026 winter season.
17. The parties agree that the Tenants are responsible for the removal of snow on their driveway and that the Landlords are responsible for snow removal from the laneway to the main street. The issue is with respect to the effectiveness of the Landlords' snow removal services. Based on the evidence before me, I am not convinced the Landlords' service was as effective as it should have been.
18. It was the evidence of the Landlords that they instructed their contractors to remove snow up to the shed rather than the driveway. They seem to suggest this was because of tensions caused by the Tenants' interactions with the contractors and because there is a circular driveway which exits where the shed is located. I do not find either explanation to be credible.
19. No compelling evidence was presented that the Tenants acted in a threatening or unreasonable manner. Any frustrations the Tenants may have expressed, in my opinion, would have been justifiable given the lack of snow removal the previous winter.
20. Both parties admitted into evidence several photographs of the property during the 2025/2026 winter season. Having reviewed the photographs, I am satisfied the driveway lies directly in front of the rental unit and does not extend to the shed. As such, the Landlords failed to effectively clear snow from the laneway to the driveway.

21. I am also satisfied the Landlords failed to retain adequate snow clearing services. As mentioned above, I carefully reviewed the photographs admitted into evidence by the parties. I accept that high winds would cause high-piled snow onto the laneway that would necessitate more frequent, clearing efforts rather than clearing uniform snowfall.
22. The Landlords admitted into evidence the snow removal service contract dated December 19, 2025. As noted on the contract, snow removal service is provided when there has been an accumulation of 5 centimetres of snow. There is no indication that the contractor monitored conditions at the property to determine a trigger threshold due to wind and snow drifts. This, in my view, is necessary given the layout and nature of the property.
23. I am satisfied there would have been an accumulation of snow on the laneway caused by heavy winds. I accept that there would have been occasions the Landlords' contractors were less responsive or available due to road closures, equipment failure, or servicing other clients. However, there is no indication the Landlords entered into a snow-clearing contract to account for snow accumulation caused by high winds and drifts. The Landlords, in my opinion, ought to have known that such service would be necessary given the openness of the property.
24. I am satisfied the Landlords breached their obligations under subsection 20(1) of the Act with respect to snow removal services.
25. HR testified that she retained the services of a private contractor ('Brian') to clear snow because of the ineffective service of the Landlords' contractor. The Tenants seek reimbursement for the amounts they paid Brian for the 2025/2026 winter season.
26. The Tenants did not admit any receipts or invoices from Brian. HR testified that she did not have receipts, but that Brian serviced the property 14 times between January 2026 and March 2026 and that she paid him \$2,000.00.
27. In the absence of receipts, banking records, or invoices, I am unable to confirm the amounts paid by the Tenants. I do, however, accept that they incurred costs for having to retain Brian because the Landlords' contractors were ineffective. Based on the evidence before me, I find an award of \$750.00 is reasonable and appropriate.

Lack of water

28. There seems to be no dispute that there was a disrepair issue with the water from June 8, 2025 to June 18, 2025. There is also no dispute that the issue was immediately reported to the Landlords.
29. Landlord Harpal Singh Jakhu ('HSJ') testified that he was out of the country when he received HR's report. He explained that he did not feel the issue required an emergency call from a plumber. On June 10, 2025, HSJ instructed HR to pay for a plumber to fix the issue. HR refused. When the issue had not been resolved, the Tenants reported the

issue to property standards on/around June 12, 2025. Property standards provided the Tenants with water and sent a plumber to resolve the issue on June 18, 2025.

30. I do not find the Landlords took reasonable steps to address the issue. First, I am of the view that HSJ deemed the issue to be non-emergency because he did not wish to pay the emergency service fee. While there may have been drops or trickles of water, the supply of water was insufficient to normally reside in the rental unit. Second, it is the responsibility of a landlord, not a tenant, to address disrepair issues. This means it ought to have been the Landlords who secured a plumber and the Landlords who managed the payment. Accordingly, I find the Landlords breached their maintenance obligations with respect to the water supply.
31. The Tenants seek a 30% rent abatement. Abatement is a contractual remedy. It reflects the idea that rent is for a bundle of goods and services and if a tenant is not receiving everything that he or she is entitled to then the tenant is entitled to abatement proportional to the difference. Assessing quantum is something of an art and will vary based on several factors including the nature of the problem, the length of time or frequency of the breach, and the impact on the Tenants.
32. As a result of the disrepair issue, the Tenants were unable to properly wash dishes, flush toilets, bathe, do laundry, cook or drink for 10 days. There is some indication the Landlords offered to move the Tenants to a hotel, but this appears to be after property standards became involved. I am not convinced Landlord Raj Rani's response on June 8, 2025 was a clear indication that the Landlords were prepared to cover the Tenants' accommodation costs. The Landlords also made no efforts to provide the Tenants with potable water. This was provided by property standards.
33. I find that a 30% abatement for the 10-day period is appropriate and reasonable given there was a substantial disruption to the Tenants' ability to normally reside in the rental unit. The Landlords shall be ordered to pay the Tenants \$236.70 ($\$78.90/\text{day} \times 10 \text{ days} = \$789.00 \times .30 = \$236.70$).

Inadequate heating

34. The Tenants have failed to sufficiently establish there was inadequate heating supplied to the rental unit.
35. The rental unit is a 100-year-old farmhouse heated by an oil furnace and seven baseboard heaters.
36. I found HSJ's evidence regarding the oil furnace to be credible. He testified that when he purchased the home, the oil furnace was the only heating source. He had seven baseboard heaters installed throughout the home for additional heating.
37. No evidence was presented as to temperature readings throughout the home. While I do not doubt the Tenants used portable heaters, without temperature readings I am unable to conclude the heat was not maintained at a minimum of 20 degrees Celsius from September 1 to June 15. This portion of the Tenants' claim is dismissed.

Front door

38. I am not satisfied the Tenants reported an issue with the front door before going to property standards on December 1, 2025. Property standards did not perform an inspection of the property. As such, there is no third-party report confirm the front door was in a state of disrepair. The Landlords have since sent a contractor to repair the door. I find the Tenants have failed to sufficiently establish the Landlords have breached their obligations under subsection 20(1).

Hole in kitchen ceiling

39. I am satisfied the Landlords have failed to address the hole in the kitchen ceiling in a timely manner.

40. It is undisputed that there has been a hole in the kitchen ceiling since December 15, 2025 as a result of plumbing repairs. The Landlords did not provide any explanation as to why the ceiling has not been repaired. I do not find the suggestion that repairs were delayed due to the Tenants unavailability explains why the hole has not been covered in over four months.

41. The Tenants seek a 20% rent abatement. In my view, the hole is not only aesthetically unpleasing but would cause the average tenant concerned given the proximity to the stove. However, there is no indication the hole cause more than a minimal disruption to the Tenants' ability to normally reside in the rental unit. I find a 3% abatement is reasonable as the hole did not materially affect their use and enjoyment. The Landlords shall be ordered to pay the Tenants \$329.24. This is calculated as follows:

- $\$78.90 \times 17 \text{ days} = \$1,341.30 \times .03 = \$40.24$ (December 15 – 31, 2025)
- $\$2,400/\text{month} \times 4 \text{ months} = \$9,600.00 \times .03 = \$288.00$ (January 1, 2026 to April 30, 2026)

Infestation

42. In my view, the photographic evidence admitted by the Tenants show that there is a high level of fly activity in the rental unit. At issue is whether the Landlords knew or ought to have known that there was an issue with flies or pests before it was raised by the Tenants in this proceeding. I am not satisfied they did.

43. HR does not disagree that she did not report the issue to property standards. She contends that she shared her concerns to the HSJ when he visited the property on April 20, 2025.

44. HSJ disputes he was told about an issue with flies in April 2025. In the absence of any corroborating evidence, I am unable to conclude the Landlords were aware of the issue before the Tenants raised this issue in this proceeding. Given this, the Tenants are not entitled to an abatement. The Landlords, however, shall inspect and address any issues with pests.

Basement stairs and barrier

45. I am satisfied the basement stairs and the barrier going down to the basement were in a state of disrepair. I am also satisfied the Landlords knew or ought to have known about these issues before they were raised by property standards. I say this because there is no indication the issues occurred after the tenancy commenced. Rather, it is clear these were issues that pre-dated the tenancy on August 11, 2024. Accordingly, I am satisfied the Landlords breached their obligation under subsection 20(1) of the Act.
46. The Tenants seek a rent abatement of 15% for the basement stairs, which were repaired on March 31, 2026. I find the amount sought to be unreasonable in the circumstances. I believe the disrepair issue with the stairs created a minimal disruption to the Tenants' ability to normally reside in the rental unit. The basement is not a finished living space and contains the mechanics of the home. The Tenants, however, use the area for storage and must be careful when walking up and down the staircase. Given the evidence before me, I find a 2% abatement is appropriate as the disrepair issue did not materially affect the tenants' normal use and enjoyment of the unit. The Landlords shall be ordered to pay the Tenants \$572.18. This is calculated as follows:
- April 3, 2025 to April 30, 2025, or 28 days ($28 \times \$78.90/\text{day} = \$2,209.20 \times .02 = \$44.18$)
 - May 1, 2025 to March 31, 2026, or 11 months ($11 \times \$2,400/\text{month} = \$26,400 \times .02 = \$528.00$)
47. The vapor barrier was repaired on March 31, 2026. HR submits that the Landlords only repaired one side of the barrier and have yet to complete the other side. HR admitted into evidence a photograph of the completed repairs. Having reviewed the photograph, I do not find the repairs are insufficient or incomplete.
48. The Tenants seek a 15% rent abatement for the disrepair issue. HR did not describe any impact upon their ability to reside in the rental unit other than general concerns with exposed drywall, plastic, and insulation. Based on the evidence and submissions before me, I find a lump sum abatement of \$150.00 is appropriate due to the minimal disruption.
49. The Tenant is entitled to an abatement of rent of \$2,038.12 (snow removal, insufficient water, hole in kitchen ceiling, basement stairs, and vapor barrier). This amount will be deducted from the amount owing to the Landlords.
50. The Landlords collected a rent deposit of \$2,400.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
51. Interest on the rent deposit, in the amount of \$103.22 is owing to the Tenants for the period from June 16, 2024 to April 24, 2026.
52. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

53. HR acknowledged that they can not afford to remain the rental unit as the current household income is \$2,100.00 a month, which is less than the monthly rent. The arrears are substantial, and the Tenants have made no payments to the Landlords since August 2025. Given this, and the Tenants monthly income, I believe it would be prejudicial to the Landlords to extend any relief from eviction to the Tenants.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$25,337.88 if the payment is made on or before May 12, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after May 12, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 12, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$20,829.16. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit and the rent abatement awarded to the Tenants are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$78.90 per day for the use of the unit starting April 25, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before May 12, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 13, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 12, 2026, then starting May 13, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after May 13, 2026.

May 1, 2026
Date Issued

Dawn Sullivan
Vice Chair, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 13, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before May 12, 2026

Rent Owing To May 19, 2026	\$27,190.00
Application Filing Fee	\$186.00
Less the amount the Landlords owe the Tenants for an abatement	-\$2,038.12
Total the Tenants must pay to continue the tenancy	\$25,337.88

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$25,184.50
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$103.22
Less the amount the Landlords owe the Tenants for an abatement	-\$2,038.12
Total amount owing to the Landlords	\$20,829.16
Plus daily compensation owing for each day of occupation starting April 25, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	