



Order under Section 30 Residential Tenancies Act, 2006

Citation: Humphries v 12593009 Canada Inc, 2026 ONLTB 36083

Date: 2026-05-06

File Number: LTB-T-099925-24

In the matter of: 2 (Basement), 532 Camelot Dr
Sudbury ON P3B3M7

Between: Sarah Katherine Humphries Tenants
Cashel Anne Moss

And

12593009 Canada Inc Landlord

Sarah Katherine Humphries and Cashel Anne Moss (the 'Tenants') applied for an order determining that 12593009 Canada Inc (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 9, 2026.

The Landlord's agent Sanjeevan Sathasivam, the Landlord's representative Glenn Gosling and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved on a balance of probabilities the following allegations contained in the application: that the Landlord failed to maintain the rental unit and repair the source of leaks into the rental unit. Therefore, the Landlord must compensate the Tenants in the amount of \$5,640.00.
2. The only allegation in this T6 application is that the Landlord failed to repair the sources of leaks into the rental unit which caused water to pool in the Tenants' second bedroom and laundry room between June 2024 to May 31, 2025.
3. The application is amended to reflect an increased claim for a rent abatement totalling \$5,592.00. I was satisfied that the Landlord was served with an amended application in accordance with the Board's Rules of Procedure.
4. At all times the lawful rent of the rental unit was \$1,525.00 per month.

5. The Tenants testified that they experienced three major water leaks into the second bedroom of their basement unit and at one point, part of their laundry room. This caused damage to flooring, baseboards, and their belongings. The Landlord did not contest that the Tenants experienced leaks in early June of 2024, November 14, 2024 and on March 15, 2025.
6. The parties agreed that the Tenants first notified the Landlord about a leak in the second bedroom of their unit on June 19, 2024 and that within a week a technician came to assess the source.
7. However, based on the evidence submitted by the parties, no meaningful repairs were conducted to address the source of these leaks throughout the time the Tenants resided in the unit. The Tenants testified that they could not use their second bedroom from the start of the first leak up to and including their move out date because of the risk of furniture being ruined, or their pets being exposed to warped flooring and possibly toxins from water damage. There was also an additional leak in their laundry room. Aside from a minor repair to the baseboards of the Tenants' second bedroom, I have no evidence before me to suggest that other larger exterior repairs were carried out.
8. Written correspondence demonstrates that as early as August 6, 2024 the Landlord was aware that repairs to the exterior of the rental unit were required. The Landlord was even ordered by the City of Sudbury to repair the foundation of the rental unit after an inspection took place on December 18, 2024.
9. The Landlord's agent testified in the hearing that major repairs to these areas were not conducted due to their high cost, because the Tenants only experienced leaks during "heavy rainfall" and because of weather disruptions. The Landlord's agent did not provide any weather-related evidence in support of this latter statement which might demonstrate that construction was not possible over extended periods of time.
10. 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.
11. In this case, the Landlord's agents did not feel as though the leaks caused any inconvenience. However, the video and pictures submitted by the Tenants show otherwise. For instance, in one video, water can be seen flowing up from under the flooring of the rental unit when one of the Tenant's applies light pressure to it with their hand. Based on the evidence submitted, I am persuaded that the Tenants had reasonable concerns about the safety of their second bedroom and property damage over the period claimed.
12. On a balance of probabilities, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the source of leaks in the unit, as well as damage to flooring.
13. The Tenants seek one third of their rent as an abatement over the months of June 2024 to May 2025 totalling \$5,592.00. In these circumstances, I find that a 33.33% abatement of

rent is reasonable and reflects the substantial disruptions that the Tenants experienced in not having use of their second bedroom between June 19, 2024 to May 31, 2025. This abatement totals \$5,798.95. However, the Tenants are limited to the claim in their application of \$5,592.00.

14. This abatement commences on the date the Landlord was notified about the first leak, and ends as of the Tenants' move out date. It also reflects the fact that the Tenants could not have guests stay over due to the presence of water in their second bedroom, that approximately one third of their space was unusable and that they had to store other belongings, including items for their pets, in other rooms over this period. The Landlord shall compensate the Tenants in this amount.

It is ordered that:

1. The total the Landlord shall pay the Tenants is \$5,640.00. This amount represents:
 - \$5,592.00 for a rent abatement for the period ending May 31, 2025.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by May 17, 2026.
3. If the Landlord does not pay the Tenants 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.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 6, 2026
Date Issued

Madeline Ntoukas
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.