



Order under Section 69 Residential Tenancies Act, 2006

Citation: GODARA v KHADER, 2026 ONLTB 12

Date: 2026-05-08

File Number: LTB-L-053809-24

In the matter of: WHOLE HOUSE, 49 TAMWOOD CRT
STONE CREEK ON L8J2L4

Between: Urmila Godara Landlord

And

Arwa Stacy Khader Tenants
Al-Dabbagh Shadi Jalal

Urmila Godara (the 'Landlord') applied for an order to terminate the tenancy and evict Arwa Stacy Khader and Al-Dabbagh Shadi Jalal (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 2, 2025.

The Landlord's Legal Representative, Ramadevi Gavisetty and the Landlord attended the hearing.

The Tenant, Arwa Stacy Khader attended the hearing and also appeared on behalf of the Tenants, Al-Dabbagh Shadi Jalal.

The Tenant, Arwa Stacy Khadr spoke to Tenants Duty Counsel prior to the hearing.

On December 2, 2025, the matter commenced and was adjourned for insufficient time to finish the proceeding.

The matter reconvened on April 30, 2026.

The Landlord's Legal Representative, Ramadevi Gavisetty and the Landlord attended the hearing.

The Tenant, Arwa Stacy Khader attended the hearing and appeared on behalf of the Tenants, Al-Dabbagh Shadi Jalal.

Amending the Application:

1. The application is amended to correct a clerical error in one of the Tenants names on the application from Arwa Khader Stacy to Arwa Stacy Khader.

Determinations:

2. The Landlord 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.
3. The Tenants were in possession of the rental unit on the date the application was filed.
4. The Tenants vacated the rental unit on October 5, 2024. Rent arrears are calculated up to the date the Tenants vacated the unit
5. The lawful rent is \$2,900.00. It was due on the 1st day of each month.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears owing to October 5, 2024 are \$29,476.70.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,800.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
10. Interest on the rent deposit, in the amount of \$253.80 is owing to the Tenants for the period from July 1, 2019, to October 5, 2024.
11. The Tenants did not dispute the amount the Tenants owe the Landlord.

Section 82 Issues

Preliminary Issue:

12. Issue # 8 that was provided on the Tenants list for issues they intend to raise at the hearing states the Landlord withheld services, did not do repairs and told Tenant's the Police said they did not need to do repairs, and the Landlord ignores all repair requests.
13. At the hearing on April 30, 2026, The Tenant stated there were no vital services that were being withheld and what she meant by this was the maintenance issues that are being pled in her section 82 claims.
14. Therefore, this item will not be considered as it will be considered through each of the issues as they are listed on the list of issues the Tenants intend to raise at the hearing and not will not be considered twice.

Issue #1 from Tenants List- Cold Room in operatable, no seal on cold room door, leaks and has mould

Tenants Evidence

15. The Tenant says there were issues with the cold room that started July 2019, and they notified the Landlord right away and was told the Landlord would fix the issue.
16. The Tenant says the cold room did not have a seal around the door and there was a strong smell of mold, and the drywall was moist.
17. She testified the Landlord would do a temporary fix and would last only through the wet season and then she would have to call the Landlord in the Fall or winter every year.
18. She states she had to make several phone calls to the Landlord for the ongoing issue and recalls a phone call she made to the Landlord on June 8, 2020, advising the Landlord of the foul smell and advised that she would send her photos.
19. She provided a text message to the Landlord from June 8, 2020, that provided the Landlord with photos of the cold room. These photographs show some water staining on the ceiling, some cracking. DOC-4184316, Page 93, 95-97.
20. She provided a photograph showing the seal of the door to the cold room had started to fall off and some discolouration of the carpet in front of the door which she claims was water. DOC-4184316, Page 94 and 98.
21. She provided a text message from October 15, 2020, that advised the Landlord the cold room was leaking from the rain and the floor was soaked and spreading to the carpet outside the cold room, the Landlord responded that someone would be there soon. DOC-4184316, Page 100.
22. She provided a text message from July 31, 2023, that advised the Landlord that there was still an issue with the cold room and that the Landlord has failed to address. DOC-4184316, Page 101.
23. She testified the issue was resolved by the Landlord on July 24, 2024.

Landlord's Evidence

24. The Landlord testified anytime the Tenants advised of any issues with the cold room it was rectified. The first time the Tenants reached out to her was June 4, 2020, and the issue was rectified. The second time was January 12, 2021, and the issue was rectified. She provided a text message from the Tenants on October 15, 2020, that advised her the cold room was leaking, the Landlord responded that she would be sending someone soon. DOC 7818493, Page 10. She also provided a text message from the second complaint on January 12, 2021, where the Landlord asks the Tenants if the repair was good and to

confirm no further leaks. DOC-7818493- Page 11. She states the Tenants did not text back but called her to let her know the repair was good.

25. She testified the Tenants advised of an issue in the cold room again sometime in June 2023, and the issue was rectified on July 21, 2023.
26. She then complained again on June 14, 2024, and the issue was fixed on July 24, 2024, with no other reported issues after that.

Analysis

27. I accept that there were ongoing issues with leaking in the cold room and several occasions where it was leaking and the Landlord fixed the issue.
28. I accept there was an issue in June 2023, which was rectified in the same month.
29. I also accept there was another issue on June 14, 2024, and the issue was rectified on July 24, 2024.
30. I find for both incidents this is an acceptable amount of time to have these repairs completed. They were both done within 30 days of the Landlord being notified. Given the amount of time to secure a contractor and the scope of the work, I find this to be reasonable.
31. On the basis of the evidence and testimony provided by both parties, I am not satisfied the Landlord has breached their obligations. Therefore, no remedy will be ordered for this issue.

Issue #2 from Tenants List- Dining Room, Living Room and Kitchen Windows Leak

Tenants Evidence

32. The Tenant testified when they first moved into the rental unit and did a walk around with the Landlord it was noted that the handle on the living room window was broken and rusty, and some of the windows were closed shut. The Landlord advised the Tenants she would be replacing the windows in the Spring.
33. The Tenant testified the windows were leaking and mold was growing on these windows.
34. She provided a text message from the Landlord from July 15, 2021, that advised the Tenants the window contractor was coming the next day at 10:30 am. DOC-4184316, Page 123.
35. She provided another text message she sent to the Landlord on October 20, 2021, asking the Landlord if she knew when the windows would be done. DOC-4184316, Page 123.

36. She provided a photograph from December 7, 2021, of the dining room window that shows condensation and mold growth. DOC-4184316, Page 126 and 130.
37. She provided a text message from the Landlord dated January 2, 2022, that stated the window contractor could not do windows before March, but if he becomes free before then he will let her know. DOC-4184316, Page 127.
38. She testified the living room window was replaced sometime the first week of July 2022, and the kitchen and the dining room were never replaced. She provided a photograph of the replaced living room window. DOC-4184316, Page 128.

Landlords Evidence

39. The Landlord testified she received a complaint from the Tenants on December 7, 2021, that there were leak in the living room, dining room and family room windows.
40. She provided a photograph the Tenants had provided of a window; however, she has no idea where this window is in the rental unit and does not believe the picture is from inside the rental unit. DOC-7818493, Page 33 and 37.
41. She testified she hired a contactor to check all the windows and replaced the windows that needed to be replaced and cleaned any mold that was present.
42. She provided photographs that were taken on June 17, 2022, which shows the Family Room window and a bedroom window have been replaced. DOC-7818493, Page 35.
43. She provided a paid invoice from Universal Window Cleaning and Repair that was paid on August 16, 2022, for the supply and install of new windows and cleaning. DOC 7818493, Page 38.

Analysis

44. I am persuaded by the Landlord's evidence and testimony that the windows that were required to be replaced were replaced In June 2022, and the other windows were examined by the contractor and if not required to be replaced they were cleaned.
45. I do not find there was on ongoing maintenance issues with the windows when the Tenants vacated and these issues were rectified in June 2022, and therefore, I will not be considering a remedy for this issue.

Issue #3 from Tenants List- Use of Pool Taken Away

Tenants Evidence

46. The Tenant testified when she signed the lease with the Landlord for the rental unit, they were told they had access to the use of the pool.

47. She states it does not specifically mention this in the lease however that was the agreement.
48. She stated when they first moved into the rental unit in 2019, they were assisting the Landlord with the opening of the pool.
49. She testified in August 2022, she contacted the Landlord as she noticed that the water levels in the pool were dropping and advised the Landlord of the issue.
50. She testified the Landlord sent a pool contractor to the home sometime in July 2022, and he looked at the pool and said there was a leak in the skimmer and the cost to repair would be approximately \$1,000.00 and he would fix the issue the following summer before opening the pool and the Landlord agreed to this.
51. She testified that she closed the pool for the season in 2022.
52. She testified on June 5, 2023, she reached out to the Landlord's Property Manager and the Landlord in a group text message, asked when the skimmer would be fixed so that she could open the pool as the pool contractor that the Landlord had sent in the Fall stated it should be done prior to the pool being opened. The Landlord responded that she was going to discuss this with the LTB first, and the pool is a luxury not a necessity. The Tenants responded that it was an amenity, and they open the pool in May of every year. DOC-818493, Page 78.
53. The Tenants provided a photograph from the rental ad for the rental unit that shows a picture of the pool. DOC-818493- Page 72.
54. The Tenants also provided text messages between herself and the Landlord, these text messages are from June 29, 2019, where the Landlord asks the Tenants if she could buy more chlorine for the pool and put it in the pool and the Landlord will take care of the invoice. The Tenants states that she will do that for the Landlord. DOC-818493- Page 72.
55. The Tenants testified the skimmer part did not get repaired/replaced and the pool was emptied on July 31, 2023, and covered.

Landlords Evidence

56. The Landlord testified the use of the pool was not part of the lease agreement.
57. She testified the Tenants asked her if they could have use of the pool and the Landlord provided them use of the pool starting the end of June 2019. The Landlord asked the Tenants to help her maintain and take care of the pool during this time.
58. She testified in July 2023; she received a letter from the City of Hamilton By-Law Department that they have received a complaint about the pool.
59. She provided a warning from the City of Hamilton with an infraction under the City of Hamilton Standard Water by Law, NO 03-173. DOC-7818493, Page 47.

60. She stated by the time she received this notice, she had only 7 days to comply, either by putting the pool back into proper operation, or remove water above and below the cover and put a secure pool cover over the pool and maintain it empty. DOC 7818493, Page 47.
61. She stated there was a prior notice that had been sent to the rental unit address, however, she was never given a copy of this.
62. She testified she received the second notice on July 29, 2023; this notice indicated the city had done an inspection on July 19, 2023, and July 28, 2023, and there had been no compliance.
63. The second notice that she received only gave her 7 days to comply until August 4, 2023.
64. She testified she called the City to try and get an extension so that she could have sufficient time to bring the pool back into proper operation so that the Tenants could still use, however, they declined to provide her an extension.
65. She testified the pool contractor stated they would need a minimum of one month to fix the issues with the pool.
66. She decided to comply she would drain and close the pool and have the safety cover put on the pool.
67. The Landlord provided a photograph of the pool being closed on August 29, 2023, which showed the workers installing the safety cover. DOC 7818493, Page 45.
68. She provided a copy of the invoice from Fisher Pools that shows the pool was closed and a safety cover installed. DOC 7818493, Page 48.

Analysis

69. I am persuaded by the Tenants testimony and evidence that the Tenants had full use of the pool when the tenancy began in 2019. I also accept that they were assisting the Landlord with the maintenance of the pool and opening and closing the pool.
70. Although the lease does not expressly grant exclusive use of the pool, the Tenants were provided access to use the pool from the end of June 2019. This access was continuous and formed part of the Tenants reasonable enjoyment of the rental unit.
71. The Tenants were using the pool with knowledge and consent of the Landlord. In addition, the Tenants were assisting the Landlord with the maintenance of the pool, further demonstrating the pool use was included as an amenity.
72. I find that the use of the pool became an implied term of the tenancy agreement.

73. I accept the Landlord has received a by law infraction which provide the Landlord an option to bring the pool into compliance or close the pool in its entirety. I accept the Landlord states there was not enough time for her to bring the pool into compliance after she received the infraction, and the city would not give her an extension, so she decided to instead close the pool.
74. However, the closure of the pool and removal of access to the Tenants, represents a loss of this amenity that had been consistently provided throughout the tenancy.
75. I am persuaded by the Landlord's testimony and evidence that the pool was closed on August 29, 2023. The Landlord's L1 application was filed on July 5, 2024. The one-year limitation period would be from August 29, 2023, to August 29, 2024, therefore this issue can be considered.
76. The Tenants are seeking a 25% rent abatement for August- September 2023 and June-September 2024.
77. While I accept the pool was not officially closed until August 29, 2023, the Tenants were unable to use the pool for the month of August 2023, due to ongoing maintenance issues with the pool.
78. I find the Tenants requested amount of 25% is not reasonable. I find that a 10% abatement for the months of August and September 2023 and June-September 2024, is reasonable. The months the Tenants are claiming are months that the pool would be expected to be open and operating. The rent abatement is calculated at 6 months at a monthly rent of \$2,900.00 with a 10% rent abatement for a total rent abatement of \$1,740.00.

Issue #4 from Tenants List- Intimidates and threatens by serving an N12 notice

Tenants Evidence

79. The Tenant testified on January 7, 2023, she was served an N12 notice by the Landlord's Property Manager in person. During the meeting Property Manager told her she needed to vacate the rental unit by March 31, 2023, as the Landlord's brother was moving in. She states the Property Manager told her that the N12 had been signed by the Landlord and Tenant Board. The Tenant says that she did not know any better so did not look at the N12. A copy of the N12 was provided, that shows a termination date of March 31, 2023, and that possession of the rental unit was required for the Landlord's personal possession.
80. She provided a text message she sent to the Landlord on January 8, 2023, where she confirms with the Landlord that the Property Manager had told her that the Landlord's brother was moving from India and needs to the rental unit, the Landlord responded "yes".
DOC-4184316, Page 3.
81. After making some inquiries she found out that she was not required to vacate based on the N12 notice and she had a right to a hearing with the Board.

82. The Tenants sent a text to the Property Manager on February 18, 2023, and she responded with “maybe buy a house, and you wouldn’t have to worry about being evicted”.
83. This matter was heard by the Board on June 1, 2023, and order LTB-L-002942-23, was issued on June 19, 2023, and was withdrawn as the Landlord’s Legal Representative requested to withdraw the application. The Tenants state the Landlord’s Property Manager withdrew this matter at the hearing as the required declaration was not provided.
84. She testified the person who signed the N12 was Robert Hewitson who she believes is the Property Manager’s husband and was told he works from the Landlord and Tenant Board.

Landlord’s Evidence

85. The Landlord testified she did not serve the Tenants and N12 notice for her personal use or direct her Property Manager to do so.
86. She testified she does not dispute that the Property Managers husband prepared this N12, signed it and served it on the Tenants, and she has no idea why he would have done this.
87. She states she later found at that the Property Manager and her husband filed an L2 application, and a hearing was scheduled for the N12. She states did not get a copy of the Notice of Hearing as she was away in India at the time.
88. A hearing was held for this matter, LTB-L-002942-23, and the Landlord’s Property Manager appeared at the hearing and withdrew the application. Order LTB-L-0002942-23, was issued on June 19, 2023.
89. She states when she returned from India in June 2023, she received a copy of the order and was confused as to what it was. She immediately reached out to the Property Manager who stated that she did not want to bother her while she was on medical leave in India. She testified she never told her Property Manager she wanted to move in or directed her to serve an N12 on the Tenants.
90. She stated she was upset about this and realized that her Property Manager was not a great Property Manager and immediately terminated her services. The Property Manager is also a Tenant of the Landlords.

Analysis

91. In this case, as the Landlord’s application for non-payment of rent was filed on July 5, 2024, the Tenants are only entitled to raise issues pursuant to section 82 going back to this date.
92. The N12 was served to the Tenants on January 7, 2023, and this exceeds the one-year time limit, and the Board does not have the jurisdiction to issues remedies for this issue.

93. Further, even if the Tenants were within the time limitation period, I would still find the Landlord has the right to serve an N12, I appreciate that being served an N12 notice can be stressful for the Tenants. I find that the Landlord has a right to serve a Notice of Termination and that this should not be categorized as harassment and the Landlord has a right to a hearing with the Board for this notice.

Issue #5 from Tenants list- Broken gutter at front of home causing water to leak into cold room

Tenants Evidence

94. The Tenant testified that in October 2019, she advised the Landlord of the broken gutter that was causing leaks into the basement.
95. She provided a text message from February 13, 2023, that advised the Landlord that she is worried about the gutter as she believes that is what is causing the basement leaks. The Landlord states the gutter will be fixed in the summer. DOC-818493- Page 92.
96. She testified the gutter was not fixed when she vacated and was dented and broken. She states the basement leak was rectified on June 25, 2024.

Landlords Evidence

97. The Landlord testified on February 13, 2023, the Tenants advised the Landlord that she was worried about the outside gutters.
98. She testified that sometimes the gutters would get clogged with leaves and other debris from trees that had fallen, and this was usually worse in the Spring.
99. She testified anytime the Tenants contacted her that the gutters were blocked, the Property Manager would come and remove debris from the gutters.

Analysis

100. I am persuaded by the Landlord's testimony that that the issue with the gutters were seasonal and that they would need to be cleaned out with debris as the season changed due to falling leaves or debris. The Tenant in her own testimony confirmed that the issue was temporary.
101. I am persuaded by the Landlord's testimony that the Property Manager would clean out the gutters when required. The Tenant asserts that the issue with the gutter was a direct result of the water issues the Tenant asserts she was experiencing in the basement. There was no evidence before me to suggest that was the case.
102. On the basis of the evidence and testimony provided by both parties, I am not satisfied the Landlord has breached their obligations. Therefore, no remedy will be ordered for this issue.

Issue #6 from Tenants list- Leaking toilet

Tenants Evidence

103. The Tenant testified the toilet started leaking in December 2022, sometime right before Christmas.
104. She states the Property Manager attended the property on January 4, 2023, and was shown the toilet and said she would get back to the Tenants.
105. She provided a text message from February 13, 2023, as a follow up, that asked the Property Manager when someone would be coming to fix the toilet. The Property Manager responded that she should send someone on Saturday to fix the leaking toilet, however, no one attended the property. DOC-4184316, Page 108.
106. She provided photographs of the old toilet being replaced with the new toilet on August 20, 2024. DOC-4184316, Page 110.

Landlords Evidence

107. She testified the Tenants contacted her with an issue regarding the toilet sometime in July 2024, the issue was that sometime the toilet was not filling all the way and there was a broken chain inside.
108. She testified the toilet was replaced on August 20, 2024. She provided photographs of the new toilet that was installed. DOC-7818531, Page 8.
109. She provided a Home Depot receipt for the purchase of the toilet that was installed by her contractor. DOC-7818531, Page 10.

Analysis

110. I am persuaded by the Tenants testimony and evidence that she notified the Property Manager in December 2022, regarding the leaking toilet and the Property Manager attended the rental unit on January 24, 2023.
111. The Tenants sent a follow up text message to the Property Manager on February 13, 2023, asking when the toilet would be fixed and she responded she would send someone on Saturday.
112. The Landlord stated the Tenants contacted her sometime in July 2024, regarding the issue with the toilet.

113. I do not find that this repair was done in a timely manner. The Tenants reached out to the Property Manager at the end of December 2022, and then a follow up text on February 13, 2023.
114. I accept the Landlord was not notified by the Tenants until sometime in July 2024, however the Tenants had notified the Property Manager about this issue, and the Property Manager was responsible to have the issue rectified in a timely manner and notify the Landlord of this issue.
115. The Landlord's delegation of maintenance duties to a Property Manager does not absolve them of their statutory obligations under the RTA. The Property Manager acts as an agent of the Landlord, therefore, knowledge of the repair needed by the agent is considered knowledge of the Landlord.
116. The Tenants has requested a 5% rent abatement for a one-year period.
117. I find it appropriate to award the Tenants a 5% rent abatement for the period of 12 months based on the rent amount of \$2,900.00 for a total amount of \$1,740.00.

Issue #7 from Tenants List- Black mould in master ensuite bathroom around sink

Tenant's Evidence

118. The Tenant testified the issue started January 4, 2023, prior to that she noticed mold in the bathroom and was trying to look after it by cleaning it herself with mold products.
119. She provided photographs dated August 29, 2023, that shows what appears to be mould growing between the sink and the counter. DOC-4184316, Page 135.
120. She states she notified the Property Manager on January 4, 2023, of the issue and thought she would rectify this.
121. She states the issue was rectified on June 25, 2024, and provided a photograph of the repair to the sink, free of mold. DOC-4184316, Page 136

Landlord's Evidence

122. The Landlords testified she was unaware of issues of black mold in the master bedroom ensuite around sink and shower and stated that perhaps she may have contacted the Property Manager about the issue.
123. She then testified the issue was rectified sometime in 2024 but could not recall the date.

Analysis

124. There was no evidence before me to suggest the Tenants had notified the Property Manager regarding this issue and the dates in which she did so.
125. Therefore, this issue will not be considered.

Issue #9 from Tenant's List- Landlord harasses by sending invalid N4 notices

Tenants Evidence

126. The Tenants testified the Landlord has served multiple N4 notices to the Tenants, and there was a hearing on October 23, 2023, for one of the notices where the Landlord filed an L1 application and the Landlord did not attend the hearing.
127. She testified the Landlord did not file an L1 application for all the N4 notices that were served.
128. She testified receiving multiple notices is harassment and very stressful.

Landlord's Evidence

129. The Landlord testified that N4 notices were served to the Tenants for nonpayment of rent and she was having no response from the Tenants and has a right to issue these notices for payment.
130. She states her Property Manager served these notices to the Tenants.

Analysis

131. I appreciate the Tenants were served multiple N4 notices for nonpayment of rent and that that being served an N4 notice can be stressful for the Tenants. I find that the Landlord has a right to serve a Notice of Termination and that this should not be categorized as harassment and the Landlord has a right to a hearing with the Board for this notice.
132. On the basis of the evidence and testimony provided by both parties, I am not satisfied the Landlord has breached their obligations. Therefore, no remedy will be ordered for this issue.

Issue #10 from Tenants List- Landlord lists home for sale weeks after the N12 hearing to intimidate, no intention to sell home

Tenants Evidence

133. The Tenant testified on June 27, 2023, she received a call from a realtor that advised her the Landlord wanted to sell the property, and she wanted to come and look at the property. She states this was just a few weeks after the N12 hearing that was withdrawn by the Landlord.
134. She testified on July 5, 2023, the Realtor attended the property and did a quick look of the property, but it was not a proper assessment of the property.
135. She advised the realtor about the maintenance issues with the property, and she did not seem concerned about them and she does not believe this is a real listing.
136. She testified on August 8, 2023, the For Sale sign went on the lawn and the first showing was booked for August 9, 2023. DOC-4184316, page 20.
137. She testified the property went on MLS on November 17, 2023.
138. She states the Landlord listed the property within a few weeks of the Tenants being told the Landlord's brother was going to be moving in.
139. The Tenants asserts the property was listed above market value, and she states she was always home for the showings and that buyers that would look at the property always made comments that they were surprised the property was listed so high.

Landlord's Evidence

140. The Landlord testified she hired a realtor to sell her home as she was having financial difficulties as she had not been receiving the rent, her mortgage renewal rate was too high and other financial difficulties.
141. She testified her realtor suggested a list price and she signed a three-month contract with the realtor. Her property did not sell during this time, and she was not receiving offers that were satisfactory to her.

Analysis

142. The Landlord has the right to list their property for sale. I accept the Landlord encountered financial difficulties and wished to sell the property.
143. I am not persuaded by the Tenants assertion that the property was listed to harass or intimidate the Tenants and that the property was listed way too high for market value and the Landlord has no intention to sell.

144. The Tenants provided no evidence that the price was listed well above market value, and the Landlord has the right to list the property at the value that they discussed with their realtor and if she did not receive the amount she wanted for the property she did not have to sell.
145. On the basis of the evidence and testimony provided by both parties, I am not satisfied the Landlord has breached their obligations. Therefore, no remedy will be ordered for this issue.

Issue #11 from Tenant's List- Basement leaks when it rains and carpet soaks.

Tenants Evidence

146. The Tenant states on January 26, 2024, she sent the Landlord a text message that the basement was leaking and this time from a new area than before that was fixed in 2022. DOC-4184316, Page 112.
147. She provided photographs of discoloration n the carpet she states is water. Some of the photographs have an extension cord on the floor. DOC-4184316, Page 113-118
148. She testified the Landlord stopped responding to her and she even tried to knock on the door of her personal residence.
149. She states she tried to reach the Landlord approximately 30 times regarding this issue.
150. She testified she had to lay towels down in the area of the leak.
151. She testified the issue had not been looked at by the Landlord or rectified when she vacated.

Landlords Evidence

152. She testified there was a leak in the foundation that stated in October 2019, and there was a repair made to the back side of the basement that was completed on June 2, 2020.
153. She received a text message from the Tenants on June 14, 2024, that advised the Landlord the basement was leaking but not from the same area that had been previously repaired.
154. She testified she immediately contacted someone to come inspect the leak, and when she called the Tenants to arrange for this the Tenants refused to allow the inspector in.
155. She testified that on September 17, 2024, she met the Tenants at the rental unit as the Tenants was going to be vacating, and they were doing a final move out inspection.

156. She testified that there were no leaks in the basement on that date where the Tenants stated it had been leaking. She provided photographs she took on September 17, 2024, showing the carpet was not wet, baseboard was not stained and all Tenants belongings still in that area. DOC-7818520, Pages 25-29.

157. She testified the Tenants was present for the move out inspection and when she questioned the Tenants about there being no leak in the basement, the Tenants said nothing.

Analysis

158. The Tenants did not provide any evidence that she contacted the Landlord almost thirty times regarding this issue.

159. The Tenants states this issue was not rectified when they vacated in October 2024.

160. I am not persuaded by the Tenants testimony that there was an issue with water leaking in this area. The Tenants asserts because the Landlord did not come to the address the issue, the water became worse, and they had to lay towels on the floor, and she lost some of her supplies for work. There was no evidence provided that this was the case. Further, the Tenants photographs that she provided did show some type of discoloration on the flooring, but I am not satisfied that this was water. There was an extension cord in these photos where the Tenants state was water leak. I would think the Tenants would have removed that extension cord from the area where water was as water and electricity together could be a dangerous combination.

161. I am persuaded by the Landlord's testimony that the Tenants refused the contractor to come to the rental unit.

162. I am also persuaded by the Landlord's evidence and testimony of the photographs that were taken on September 17, 2024, while doing the final move out inspection with the Tenants that there were no signs of water damage in that area to the carpet or baseboard and all the Tenants belongings were still in place. I find that if there was a water leak there would be visible evidence of such.

163. I am not persuaded that there was a leak in the basement in this area.

164. On the basis of the evidence and testimony provided by both parties, I am not satisfied the Landlord has breached their obligations. Therefore, no remedy will be ordered for this issue.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of October 5, 2024, the date the Tenants moved out of the rental unit.

2. The Tenants shall pay to the Landlord \$23,128.90. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit, interest the Landlord owes on the rent deposit and the amount of abatement the Landlord owes the Tenants, is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants does not pay the Landlord the full amount owing on or before May 19, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 20, 2026, at 4.00% annually on the balance outstanding.

May 8, 2026
Date Issued

Trish Carson
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$29,476.70
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$253.80
Less the amount owing to Tenants for abatement/rebate:	-\$3,480.00
Total amount owing to the Landlord	\$23,128.90