



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-T-011501-24-RV2

In the matter of: 1, 244 St. George
Sudbury ON P3C2X2

Between: Keith Marshall Tenant

And

Lother Hajek Landlord
Susan Hajek

Review Order

Keith Marshall (the 'Tenant') applied for an order determining that Lother Hajek and Susan Hajek (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 resolved by order LTB-T-011501-24-RV issued on January 5, 2026.

On February 2, 2026, the Tenant requested a review of the order.

On February 3, 2026 interim order LTB-T-011501-24-RV-IN3 was issued.

The review request was heard by videoconference on March 19, 2026.

On March 30, 2026, interim order LTB-T-011501-24-RV2-IN was issued for the limited purpose of rehearing the Tenants' general damages claim.

The general damages (review) claim was heard on April 23, 2026.

The Landlord, the Landlord's representative Roselle Greuter, the Tenant, and the Tenant's representative Zoe St. Pierre attended the hearing.

Determinations:

Background

1. At the merits hearing, the Tenant proved on a balance of probabilities that the Landlord failed to maintain the rental unit in a good state of repair, fit for habitation, and in compliance with applicable health and safety standards, contrary to section 20 of the *Residential Tenancies*

Act, 2006 (the “Act”). The Tenant sought various remedies, including \$5,000 in general damages.

2. In dismissing the Tenant’s general compensation claim, however, the Member stated the Board lacked jurisdiction to make such an award. The Tenant’s review request (RTR) thus claimed that Board order LTB-T-011501-24-RV issued on January 5, 2026 (The “Order”) contained a serious error due to the Member’s summary dismissal of the Tenant’s general damages claim.
3. By interim order LTB-T-011501-24-RV2-IN issued on March 30, 2026, the Tenant’s RTR was granted for the limited purpose of rehearing the Tenant’s general damages claim.

Limited Hearing re: general damages

4. The Tenant’s amended application seeks \$5,000.00 in general compensation for how the breaches “*affected his life in 2023. Namely, it has affected his personal hygiene, his quality of life and his mental health.*”
5. At the review hearing, the Tenant Keith Marshall (KM) testified the Landlord’s maintenance breaches, including the breaches in relation to the bathroom area, impacted him “mentally” resulting in anxiety/ stress and aggravating his existing medical condition (neuropathy). KM noted he was reluctant to invite guests over to his home and added his quality of life was severely impacted, stating the plumbing issues at the property impacted his ability to clean and attend to personal hygiene matters. It was noted the Tenant could not brush his teeth/shave in the bathroom sink and that there would be water pooling “*up to his knees*” when showering which required manual (bucket) removal.
6. The Landlord noted an abatement has already been awarded to the Tenant and referenced the (abatement) principle that a tenant is essentially paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for then they are entitled to a proportional abatement, based upon the difference between what is being paid and what is received. As such, the Landlord submits the Tenant has already been sufficiently compensated, as the Order provides for a 15% abatement for the period in question. Awarding general damages, according to the Landlord, would essentially result in “double compensation”. Similar what was already raised at the merits hearing, the Landlord Lothar Hajek (LH) added that the Landlord has sought to perform repairs and engage contractors, but the Tenant has been uncooperative and has at times refused entry.
7. The Divisional Court in *Beseiso v. Presendieu*, 2022 ONSC 6424 considered the issue of general damages for pain and suffering. In determining the Landlord was to pay the Tenant \$5,000 in general damages for pain and suffering – in addition to special damages - the Court considered other analogous cases, stating:

[6] The Tenant has provided comparable decisions where the LTB has ordered general damages in cases of harassment and illegal lock outs. In the first case cited, *HOT-02167-17 (Re)*, [2019 CanLII 86881](#) (ON LTB), the LTB reasoned that:

...it seems to me that the quantum of general damages normally awarded to compensate a tenant for an illegal lockout is \$2,500.00. That sum takes into account the inherent indignity of having one's home taken away; the time, effort, frustration, and stress of having to arrange food and accommodations while also seeking legal assistance; and the inconvenience and displacement of being without a home.

To be clear, I do not find an award of \$2,500.00 to be automatic. It is open to a landlord to show that a lockout had an unusually low impact on a tenant. Likewise, it is open to a tenant to show that a lockout had an unusually high impact. Absent unusual circumstances, however, I find \$2,500.00 to be the normal award.

(at paras. 35 and 36)

[7] In *ST-r26870-12 (Re)*, [2012 CanLII 46802](#) (ON LTB), the LTB found that the Landlord and the Landlord's agents "harassed, obstructed, coerced, threatened and interfered with the Tenant, altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys and substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of his household." It found this to be on the extreme end of harassment and being satisfied that the Tenant experienced extreme psychological distress, that an award of damages of \$5,000 was justified upon the available evidence.

8. The Order has admittedly granted the Tenant a 15% abatement given his "*lack of use of the affected areas in the rental unit*", however I am satisfied the Tenant has endured pain and suffering resulting from the Landlord's actions and omissions. Although the Tenant has not produced any medical documentation in support of the expressed health-related impact from the Landlord's breaches, I am satisfied the Tenant has experienced significant stress and frustration based upon the Tenant's oral testimony which I found believable. The Tenant has also suffered the indignity of having only limited use of basic services such as the shower and other washroom facilities. In the circumstances, I find it appropriate to award general damages compensation in the amount of \$1500.00.

It is ordered that:

1. LTB-T-011501-24-RV issued on January 5, 2026 is amended as follows:

Paragraph 4 of the order is deleted and replaced with the following

4. The total amount the Landlord shall pay the Tenant is \$2,523.06. This amount represents \$1,023.06, representing a 15% rent abatement for the year 2023 plus the filing fee and \$1,500.00 for general compensation.

2. The balance of order LTB-T-011501-24-RV issued on January 5, 2026 remains in full force and effect.

May 8, 2026
Date Issued

Peter Nicholson
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.