



**Order under Section 30
Residential Tenancies Act, 2006**

File Number: LTB-T-055925-25

In the matter of: 1B, 977 MOHAWK RD E
HAMILTON ON L8T 2S1

Between: Alan Wilkinson
Araminta Blackbriar Tenants

And

Drake Property Management Landlord

Alan Wilkinson and Araminta Blackbriar (the 'Tenants') applied for an order determining that Drake Property Management (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 came before me for a mandatory adjudicative case conference in videoconference room 137 on May 7, 2026.

Only the Tenants attended the hearing.

As of 10:27 am, 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 Tenants' uncontested evidence supported by photographs and a video proves on a balance of probabilities that when the locking mechanism on the door to the balcony did not work leaving this ground-floor apartment unsecured from November 1, 2023 until the Tenants vacated the rental unit in September 2025. The Landlord's attempted repairs did not resolve the problem and the Landlord failed to respond to the Tenants' renewed complaints.
2. The Tenants' uncontested evidence proves on a balance of probabilities that a ceiling tile was waterlogged and mouldy from July 2024 until the Tenants vacated the rental unit in September 2025. The Landlord replaced the affected ceiling tile but the mould returned shortly thereafter but the Landlord failed to respond to the Tenants' renewed complaints.

3. Guided by the Court of Appeal's decision in *Onyskiw v. CJM Property Management Ltd.* (2016),¹ I find the Landlord's response was unreasonable in light of all the circumstances and therefore the Tenants have proven the grounds of their application on a balance of probabilities.
4. The Tenants described the impact of the disrepair which included the fear for their safety caused by not having a secure apartment and by the presence of mould. I find that a rent abatement of \$7,700.00 which is approximately 20% of the rent paid for the affected period to be fair and reasonable in the circumstances.
5. The Tenants incurred costs of \$48.00 for filing the application and is entitled to be reimbursed those costs.

It is ordered that:

1. The Landlord shall pay the Tenant is \$7,748.00. This amount represents:
 - \$7,700.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 24, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 24, 2026, the Landlord will owe interest. This will be simple interest calculated from May 25, 2026 at 4.00% annually on the balance outstanding.

May 13, 2026
Date Issued

Nersi Makki
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.

¹ 2016 ONCA 477.