



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

File Number: LTB-T-075382-25

In the matter of: 52 ST GEORGE ST
LONDON ON N6A2Z5

Between: Nicolas Dembski Tenant

And

Jason Sims Landlord

Nicolas Dembski (the 'Tenant') applied for an order determining that Jason Sims (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 May 4, 2026.

Only the Tenant attended the hearing.

As of 1:45 PM, 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. As explained below, the Tenant proved on a balance of probabilities the Landlord failed to maintain the rental unit in a good state of repair and fit for habitation as required by the Residential Tenancies Act, 2006 (the 'Act').
2. The Tenant alleged that the Landlord failed to properly maintain the rental unit after significant flooding occurred in his basement bedroom beginning on June 4, 2025.
3. The Tenant claimed that mud and standing water accumulated throughout the room, rendering it uninhabitable for an extended period of time. Despite promptly notifying the Landlord and property manager, the Tenant alleged that the Landlord failed to complete repairs within a reasonable time and failed to adequately address the issue.
4. The Tenant further alleged that, because the room could not be occupied, he was forced to stay elsewhere and travel back and forth from his hometown while continuing to pay rent.

5. Based on the uncontested evidence before me, including the Tenant's photographs, videos, emails, and text communications, I am satisfied on a balance of probabilities that the Tenant's basement bedroom experienced significant flooding and beginning on June 4, 2025. I am further satisfied that the flooding rendered the Tenant's room uninhabitable until August 23, 2025.
6. Accordingly, I find that the Landlord breached section 20 of the Act by failing to adequately maintain the rental unit and remedy the flooding issue within a reasonable period of time.
7. I accept the Tenant's evidence that he was unable to occupy the room during the relevant period and was required to travel back and forth to Cambridge, Ontario while repairs remained outstanding. Given that the tenancy involved the rental of a single room within a shared accommodation, I find the inability to use the room left his rental unit uninhabitable.
8. The Tenant's monthly rent was \$1,230.00. Given the circumstances, I find that a 100% rent abatement is appropriate for the period from June 4, 2025, to August 23, 2025, during which the room was uninhabitable. The total amount owing to the Tenant is therefore \$3,242.47.
9. The Tenant paid \$48.00 and is entitled to be reimbursed that cost.

It is ordered that:

1. The Landlord shall pay the Tenant is \$3,290.47 This amount represents:
 - \$3,242 for a rent abatement for the period June 4, 2025, to August 23, 2025.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 22, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 22, 2026, the Landlord will owe interest. This will be simple interest calculated from May 23, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 11, 2026
Date Issued

Bryan Delorenzi
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.