



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-070064-25

In the matter of: Unit 5, 3956 Lakeshore Road
Camlachie ON N0N1C0

Between: Tristan Bassett Tenant

And

2054908 Ontario Inc Landlord

Tristan Bassett (the 'Tenant') applied for an order determining that 2054908 Ontario 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.

An Adjudicative Case Conference (ACC) was held by videoconference on April 28, 2026. Only the Tenant attended the ACC.

As of 1:04 PM, the Landlord was not present or represented at the ACC although properly served with notice of this ACC by the LTB. There was no record of a request to adjourn the ACC. As a result, the hearing proceeded on the merits of the Tenant's application with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities that 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 with respect to the following issues raised in the application:
 - Repeated basement flooding due to foundational cracks;
 - Unsafe dryer vent;
 - Overflowing garbage; and
 - Broken locking mechanism on back door.
2. Therefore, the tenancy between the Landlord and the Tenant is terminated as of October 10, 2025.

Repeated basement flooding due to foundational cracks

3. The Tenant testified that a few days before her move-in date of March 15, 2025, the Landlord emailed her advising of minor water issues in the basement. Upon moving in, the Tenant observed that the basement had been dismantled, revealing large cracks in the foundation, which appeared to be the source of the leak. The Landlord advised that the issue would be addressed immediately.
4. The Tenant provided detailed evidence regarding repair efforts and subsequent flooding events:
 - On March 18, 2025, the Tenant requested an update and was advised that a contractor was being arranged.
 - On March 23 and April 2, 2025, the Tenant requested further updates but received no response.
 - On April 3, 2025, a significant flood occurred in the basement.
 - On April 11, 2025, the Tenant again sought an update and received no response.
 - On April 15, 2025, the Landlord advised that restoration would proceed, but the foundation cracks would not be addressed.
 - Further flooding occurred on April 18 and May 17, 2025, following rainfall; the Tenant provided photographs to the Landlord.
 - On May 30, 2025, two contractors attended but were unable to complete repairs.
5. The Tenant testified that the issue remained unresolved until she vacated the unit on October 15, 2025. She stated that basement insulation became moldy, which she removed herself, and that she was ultimately unable to use the basement.
6. Based on the uncontested evidence, I find that the Landlord breached subsection 20(1) of the Act by failing to repair the foundation and remediate resulting water damage. Despite repeated notice, the Landlord took little or no action over approximately seven months, resulting in mold and loss of use of the basement.

Unsafe dryer vent

7. The Tenant testified that upon moving in, the dryer vent hose was not connected. A repair person later reattached it using duct tape. The Tenant advised the Landlord by email on March 25, April 11, and April 14, 2025, that the materials used were not appropriate for fire safety purposes. The Landlord did not respond, and the duct tape remained in place throughout the tenancy.
8. This issue was straightforward to remedy. I find it unreasonable that the Landlord failed to investigate or arrange proper repairs during the seven-month tenancy. Accordingly, the Landlord breached its maintenance obligations with respect to this issue.

Overflowing garbage

9. The Tenant testified that the unit is in a townhouse complex with a shared dumpster area collected weekly. She stated that garbage was not collected in May, June, and July 2025. On May 4, 2025, she notified the Landlord and provided a photograph of the overflowing garbage.
10. On May 6, 2025, the Landlord instructed the Tenant not to use the dumpster but provided no alternative disposal arrangements.
11. On July 24, 2025, the Tenant again requested an update, with a further photograph, but received no response.
12. The Tenant testified that the accumulation attracted animals, including raccoons, and caused a foul odour. She could not recall if or when the issue was resolved.
13. Section 26(1) of O. Reg. 517/06 (Maintenance Standards) requires that exterior common areas be maintained in a condition suitable for their intended use, free of hazards, and that rubbish or debris be removed. The Landlord was therefore required to address the garbage accumulation.
14. I accept the Tenant's uncontested evidence that unsafe garbage accumulation persisted from May through July 2025. Accordingly, I find that the Landlord failed to comply with maintenance standards.

Broken locking mechanism

15. The Tenant testified that on August 4, 2025, she notified the Landlord that the back patio door lock was broken and could no longer secure the unit. She attempted to repair it herself but was unsuccessful and believed the internal locking mechanism required replacement.
16. The Tenant stated that this posed a safety concern for herself and her two young children. The Landlord did not respond, and the issue remained unresolved until she vacated.
17. Based on the uncontested evidence, I find that the Landlord failed to repair the lock within a reasonable time, contrary to section 29(1) of O. Reg. 517/06. This failure compromised the Tenant's safety and security.

Remedies

18. The only remedy sought by the Tenant was termination of the tenancy. Accordingly, the tenancy is terminated effective October 10, 2025.
19. The Tenant is also entitled to reimbursement of the application filing fee.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 10, 2025.

2. The Landlord shall pay the Tenant is \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by May 30, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by May 30, 2026, the Landlord will owe interest. This will be simple interest calculated from May 31, 2026 at 4.00% annually on the balance outstanding.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 19, 2026
Date Issued

Melissa Anjema
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.