



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-081744-24

In the matter of: 2, 325 MAIN ST
STURGEON FALLS ON P2B3A6

Between: Samson McGuire Tenant
Nicole Wylie

And

Northern Property Partners Ltd Landlord

Samson McGuire and Nicole Wylie (the 'Tenant') applied for an order determining that Northern Property Partners Ltd (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 March 23, 2026.

The Tenant and the Landlord's Agent Heather Gibson attended the hearing.

Procedural History:

1. The Tenant's application was adjourned on consent of the parties from an Adjudicative Case Conference on June 12, 2025.
2. The Board issued an interim order on June 17, 2025, with specific directions to the parties.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application.
2. The parties agreed on the following issues:
 - mice infestation.
 - wasp infestation.
 - inadequate heat during winter months.
 - improperly functioning and deteriorated windows.
 - a rotting windowsill.
 - holes in the siding and exterior structure.

- holes under the bathroom sink and behind the stove.
 - plumbing and frozen pipe concerns.
 - improper hydro meter allocation causing the Tenants to pay electricity for another unit.
3. The Tenants relied primarily on their disclosure package containing dated maintenance requests, photographs, text messages, emails, notices of entry, utility concerns, and supporting documents.
 4. The Tenant Nicole McGuire gave some testimony on the mice infestation beginning on September 8, 2024. She provided photographs of droppings, for the following dates:
 - September 16, 2024
 - September 18, 2024
 - September 19, 2024
 - September 20, 2024
 - September 21, 2024
 - September 22, 2024
 - October 5, 2024
 - October 6, 2024
 - October 9, 2024
 - October 17, 2024
 - The Tenants vacated the rental unit on January 31, 2026.
 5. Ms. McGuire explained that the infestation worsened after the nearby house fire displaced rodents. The Tenant's deep cleaned the rental unit, removed food sources, and continued to find droppings. She stated pest control did not attend the unit until October 17, 2024, approximately 39 days after advising the Landlord.
 6. The Landlord did not dispute the infestation. Ms. Gibson stated the contractors delay were outside the Landlord's control. Additionally, Ms. Gibson stated that the Landlord knew the issue existed and acknowledged pest control attendance was delayed.

Wasp Infestation

7. Ms. McGuire gave testimony about the Wasp Infestation. She stated this was reported to the Landlord April 15, 2024. They found both standard wasps and black wasps inside the unit and near the crawlspace. The concern was significant because they had a dog and feared stings and nesting in hidden areas.
8. She stated that the issue persisted over two summer seasons. The Landlord inspected occurred, but no removal of the wasps was completed. The Tenants remained in the unit until January 2026 without resolution.
9. The Landlord's evidence was that pest contractor Orkin advised treatment could only be completed during certain times of year and that the landlord relied on that advice. I accept that certain pest treatments may be seasonal.

10. However, the evidence shows no completed resolution despite the passage of two seasons. The Landlord remained responsible for ensuring the issue was resolved. I find the Landlord failed to do so.

Heat Issue

11. The Tenant testified that they experience significant heating problems during January 2025 and January 2026. Temperature fell as low as 11°C, 12°C, and 16°C. Despite the thermostat being set to much higher. It was discovered by the Tenants that there was cold air entering through defective windows, floor heating was not functioning properly, and insufficient insulation.
12. The Tenant presented evidence repeatedly requesting the Landlord for urgent assistances. The Landlord provided space heaters, but they were not suitable for all rooms and did not resolve the underlying problem.
13. The Landlord's evidence was that after-hours communications were often made by text rather than emergency contact, and that contractor scheduling in the area was difficult. Ms. Gibson stated, "everything just seemed to take a very long time."
14. She acknowledged the issue should have been resolved sooner.
15. I find that the Landlord had notice of the issue and sufficient opportunity to correct it. The use of temporary space heaters was not an adequate substitute for the Tenant's rental unit. The statement that "everything seems to take a very long time" does not excuse the Landlord from fulfilling their maintenance obligations.

Hydro Meter Split

16. The Tenants discovered that floor heating for another unit was being controlled by their breaker panel and charged to their hydro meter. This meant they were paying electricity costs for another unit.
17. This was confirmed by:
- electrician attendance,
 - contractor verbal confirmation,
 - text messages from the Landlord,
 - the Landlord's own acknowledgment.
18. The Tenant raised this issue repeatedly to the Landlord. The Landlord expressly admitted this problem. Ms. Gibson stated, "We agree that the hydro should have been taken care of."
19. I find that Ms. Gibson's statement means that the Landlord expressly agreed during the hearing that the hydro issue should have been corrected and that the floor heating for another unit was improperly connected. Resulting in the Tenants paying utility costs they should not have had too.

20. I find that this is not merely a maintenance issue; it is also improper utility allocation. I fully accept the Tenants' claim for hydro reimbursement.

Windows and Rotting Windowsill

21. The Tenants reported:

- windows that would not close properly.
- severe drafts.
- a deteriorated living room window.
- a bathroom window left unrepaired.
- a rotting windowsill causing mould concerns

22. The Tenants testified they had to repeatedly bleach and manage mould concerns themselves. The Tenants admitted that only partial repairs to the windows were completed but that two windows remained unresolved at move-out date January 31, 2026.

23. The Landlord's evidence was that contractors measured windows, scheduling was difficult, and some windows were eventually replaced.

24. I find that partial compliance does not eliminate the Landlord maintenance obligations. I find section 20 was breached.

Siding, exterior holes, and structural concerns

25. The Tenants established multiple deficiencies in the rental property, including deteriorated siding, holes in the exterior structure, roof damage, insulation issues, and concerns about pest entry. Although some repairs were completed in the upper roof areas, several holes remained unaddressed, particularly those contributing to pest intrusion and inadequate insulation.

26. The Landlord acknowledged these deficiencies but stated that re-siding the entire house was not within his budget. However, financial limitations do not constitute a valid defence under section 20, as landlords are obligated to maintain the property in a good state of repair regardless of cost considerations. Accordingly, I find that a breach of the landlord's maintenance obligations occurred.

27. The Landlord's evidence was largely not a denial of the Tenants' complaints but an explanation for delay.

28. The Landlord testified:

- repairs were attempted through approved contractors.
- contractor availability in the area was limited.
- scheduling difficulties delayed attendance.
- some contractors became reluctant to attend after learning visits had been recorded.
- by-law inspections and contractor coordination created delays.

- the hydro issue should have been corrected.
- some pest control limitations were seasonal.
- the Landlord did not believe the amount claimed was reasonable.

29. The Landlord stated the owner would be willing to pay approximately \$8,000.00.

30. I accept that some delays may have been affected by contractor availability. However, those operational challenges do not displace the Landlord's legal obligations.

Analysis

31. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair or maintain the rental unit or residential complex and failed to comply with health, safety, housing, or maintenance standards. The Tenants' evidence was detailed and supported by documents and photographs. Most importantly, when asked directly, Ms. Gibson stated "I am agreeing with all of their evidence. I can't disagree with it."

32. She also stated, "their dates are correct." This is highly significant. Because there was effectively no challenge to the factual record, I assign substantial weight to the Tenants' evidence. I find that the Landlord's evidence primarily addressed explanation and mitigation, not denial.

33. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.

34. In this case, I find that the Landlord's evidence does not rebut the existence of the maintenance failures. It primarily addresses mitigation and reasonableness of compensation.

Remedies

35. **Mice Infestation** - The Tenants sought 100% rent abatement for September and October 2024 in the amount of \$3,000.00, on the basis that an active mice infestation rendered the unit substantially unfit. I find that the mice issue was serious. Droppings were repeatedly found, multiple follow-ups were required, pest control did not attend for approximately 39 days, and the situation created sanitation concerns and significant stress. However, a 100% rent abatement is not appropriate. The unit remained habitable, and the infestation was treated. A more proportionate assessment is 60–65% of two months' rent. I therefore award **\$2,000.00**.

36. **Wasp Infestation** - The issue persisted over two summer seasons, inspections occurred, but no effective removal was completed. The Tenants had legitimate safety concerns and the issue remained unresolved at move-out. However, the issue was seasonal and did not render the entire unit unusable. I therefore award **\$1,500.00**.

37. **Heat Issue** - Temperatures fell as low as 11°C to 16°C. This is below acceptable standards and affects health and safety. The issue recurred over two winters and space heaters were not adequate. Overlap with window deficiencies has been considered. I therefore award **\$1,868.31**.
38. **Hydro Meter Split** - Another unit's floor heating was connected to the Tenants' electrical panel, resulting in payment for electricity not consumed. The Landlord acknowledged the issue. I therefore award **\$1,889.31**.
39. **Window and Rotting Windowsill** - The Tenants requested 75% of rent abatement of 15 months = \$16,875.00. Additionally, they requested 20% of * months for the windowsill = \$2,400.00. Lastly, the Tenants requested 25% of 8 months for siding = \$3,000.00. Total the Tenants are seeking in this proportion exceeds. I will acknowledge that the Tenants experienced drafts, windows that would not close, cold air infiltration, mold concerns, and exterior deterioration. Some repairs were completed but deficiencies remained. I assess the issue globally to avoid duplication. I therefore award **\$5,500.00**.
40. Filing Fee of **\$53.00** is appropriate given the Tenants are successful with their application

It is ordered that:

1. The Landlord shall also pay the Tenant is **\$12,810.62**. This amount represents:
 - \$12,757.62 for a rent abatement for the period ending January 31, 2026.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 30, 2026.
3. 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.
4. 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

Anthony Bruno
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.