



Order under Section 30 and 31 Residential Tenancies Act, 2006

File Number: LTB-T-082636-23

In the matter of: 2, 220 Sunset Beach Road
Richmond Hill ON L4E2N4

Between: Lorie Kerr Tenant
Tulani Lee Kerr-Knights
Yahra Kerr-Knights
Iyana Kerr-Knights
Jahrul Kerr-Knights

And

Oakwill Non-Profit Homes Corporation Landlord

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Lorie Kerr, Tulani Lee Kerr-Knights, Yahra Kerr-Knights, Iyana Kerr-Knights and Jahrul Kerr-Knights (the 'Tenant') applied for an order determining that Oakwill Non-Profit Homes Corporation (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. (T2) and;
- 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.(T6)

This application was heard by videoconference on September 9, 2025 and concluded on November 7, 2025.

The Landlord's legal representative Carrie Aylwin, Landlord's instructing client Sandra Izurieta, the Landlord's agent/ former property manager Maninder Kaur (MK), the Landlord's witness Omar Abdul contractor with DiversaTech Mechanical, the Tenants Lorie Kerr (LK)and Tulani Lee Kerr-Knights and Jahrul Kerr-Knights attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$5,298.00 for remedies as outlined below.

Background to the proceedings

2. The Tenant filed the initial T2/T6 application on October 19, 2023.
3. The matter proceeded to an adjudicative case conference initially on November 28, 2024, the Tenant was provided oral direction that they may amend their applications and remedy request, however that they are *“not able to add new allegations that were not alleged in the original application.”* The Tenant submitted an amended T2/T6 application as received by the Board on August 20, 2025.
4. Neither the Landlord nor the Tenant was in possession of a written lease in respect of the rental unit, although both parties submitted that one would have been signed at the time of the tenancy.
5. I note that this order does not attempt to refer to all the of documents, videos and photos filed and as uploaded that formulate the Board’s record. In making the decision below I have considered the entirety of the relevant parts of the record.

Tenant’s evidence

6. The Tenant moved into the 4-bedroom rental property in 2016, this is the first home they share together since moving from a shelter. As of the date of the hearing the Tenant resides at the property with her now adult children in their twenties.
7. The rental property and only one other unit have an unfinished basement, the remaining 24 or so properties in the residential complex do not. The basement is comprised of a recreation room, bathroom and utility room.
8. The Tenant relies on the Tenant’s Evidence as contained in DOC-6337966 and DOC-6309428, DOC-4550890 along with video and other documentary submissions.
9. On September 5, 2023, the Tenant came home to find the basement flooded with community sewage backing up into the utility room through a floor drain.
10. Surrounding the circumstances as arising from the incident of September 5, 2023, the Tenant testified that:
 - Maninder Kaur (MK), agent/ off site property manager of the Landlord was contacted at about 7:00 p.m. and advised the Tenant that a plumber would be dispatched. Was advised to save as many belongings from the basement as they could, so they brought some of their belongings upstairs.
 - There is no official onsite property manager residing at the residential complex, however the Tenant stressed the importance of a male resident Bernie who she said is

deployed by the Landlord to address various issues on the property. This individual was said to have sexually assaulted the Tenant's daughter, was charged and was outlined as someone who could not address the Tenant's unit in any case.

- The Tenants attempted to clean up the sewage water coming out of the drain and as travelling down the hallway using a mop and bucket.
- They began to feel ill almost immediately, while they waited for the plumber to come.
- The odour was so bad and that when advising the Landlord's agent that they could not stay there, they were advised to close the door to the basement. However, there was no door installed that could create the separation.
- They were told to stay with friends or family if it was not possible to stay at the property as they did not have contents liability insurance.
- There was no where to go at the late hour, as this is a family of 5 with pets and that by the time they were all contaminated and could not impose on anyone even if there was an option to stay elsewhere.
- Further, the agent of the Landlord told them to pour vinegar on the drain to neutralize the odours without having a good idea of the severity of the issues.
- That the temperature in the unit was above 25 degrees and the A/C unit needed to be turned off to contain the spread of the odour and that the advice was to turn off the water supply to the unit to avoid any additional water going down the drain.
- The plumber arrived around 9:25 p.m. on the same evening of September 5, 2023 to snake the drain. The Tenant continued to ask for personal protective equipment (PPE) and conveyed to the Landlord's agent/ property manager that they could not be left to stay in the rental unit. There was heightened concern as this was the time of the COVID period and various protocols were being observed.
- The plumber snaked the drain, that she went outside with the plumber, he opened the manhole to the septic tank and showed her that the tank was full. This being a larger problem then initially thought and not entirely limited to the rental unit.
- They were covered in biohazards and through the direction of the property manager contaminated the upper floor by transfer of impacted belongings and goods.
- As there was no running water, they were unable to wash their hands or take a shower.
- On September 6, 2023, the entire basement was now flooded with sewage.
- The Tenant and family were provided alternative housing by the Landlord the following night, on September 6, 2023 despite repeated reports of illness the Tenant and family were experiencing.
- The flood lasted for days, and it spread into the adjoining recreational room.

- As the remediation part of the cleanup began on September 18, 2023, that their impacted personal belongings were left unattended until this time, since September 5, 2023. The Tenants were asked to signoff on an authorization to provide Service Master ability to have carriage and control of personal effects that were going to be removed and cleaned on or offsite.
- The Tenants were requested to make a list of personal items and provide them to Service Master, the company hired to conduct the interior cleanup, remediation and the cleaning of the Tenants' belongings.
- The list to be provided was to include personal items to be collected and cleaned, and the Tenants were to assign a value to the items as outlined.
- The items in the basement were mostly things stored, such as seasonal items, children's clothing, artwork, sewing materials as one room was used as hobby room. Some items were stored in boxes on shelves.
- That they were subsequently advised by Service Master that some items were disposed of and not returned to the Tenants. That given the economic value, the testing involved, it was determined that some items were not salvageable. This was very traumatic and upsetting as many items were personal in nature and held sentimental value, could not be replaced.
- They were housed in hotels during the time of remediation, they were advised by the Landlord that the property was ready to return into on September 28, 2023. The Tenants did not feel that the rental unit was remediated completely and returned on October 2, 2023.
- That the kitchen floor that was scheduled to be replaced was only scheduled to be done later in October. On October 2, 2023, the Tenant submitted that the evidence was showing contaminated water seen by black light this despite the Tenants being advised they were able to return into the unit on September 28, 2023.
- Using a black light technology – a device purchased by the Tenant on the internet, Tenant submitted that biomatter could be seen by flashing of the light on the upstairs carpets on or about September 28, 2023. Biomatter being a composition of feces and urine from the Tenant's perspective. And that the Landlord should have cleaned the upstairs portion of the home and had failed to do so.
- Since moving in the carpets had been steam cleaned over time and that their pet dog does not go upstairs.
- They took issue with the fact that reservations were made for shorter periods of time of two to three days at a time and they had to pack up again and move to another hotel locations. That this happened multiple times during the time they were displaced from the home.

- “Constantly having to pack and move interfered with your family’s daily life, causing stress, disruption, and additional financial burdens.”
- That the movement from one hotel to another was a traumatic experience, especially for her son who has Down syndrome and could have been avoided if Landlord booked a much longer stay at the outset i.e. for the entire period of 25 days.
- The Tenant could not afford to feed her family being displaced, she is in receipt of ODSP benefits and as much of the food in fridge was lost during the time of being displaced from the rental unit, the Landlord provided them with food reimbursement on September 18, 2023.
- Over 14,000 litres of waste was removed from the septic systems from the residential complex property. This representing more than 10 truck load of waste.
- The Landlord was not aware of the location of one of the manholes, as it was found to be located under a fence built directly on top of the cover. Discovered only once system plans were reviewed.
- Since the event, all family members have been impacted differently. Symptoms ranging from anxiety, digestive issues and insomnia. With exploration of symptoms with various medical experts.
- The family lost over 250 personal items such as shoes, clothing, electronics and housewares that were said to have been damaged by the sewage flood and not returned to the Tenants once collected by Service Master.
- The Tenant was of the impression that she would have the final say in the way their impacted belongings were treated by Service Master, however as the Tenant signed a contract, the decision of economic value of the goods and final decisions about the feasibility to cleaning certain items and their recovery remained with the Landlord.
- That both contaminated and uncontaminated items were put together by Service Master, creating additional contamination which may have been prevented.
- The event of September 5, 2023 was a problem that the Landlord failed to address in a timely manner, and as a result of inadequate maintenance of the drain and septic system, the sewage backup entered the Tenant’s unit. They were the only impacted tenants.
- The Tenant was not aware of the requirement to have content liability insurance and a lease copy she may have had was destroyed in the flood.
- The event of September 5, 2023 has severely impacted the entire family, no longer feeling like they are a part of the community they reside in.

T2 - Substantial Interference with Reasonable Enjoyment

11. To address the T2 portion of the application alleging *Substantial Interference with Reasonable Enjoyment* the Tenant referred the Board to Tab 10 of DOC-4550890 the issues raised are based on the same issues as outlined in the T6 application.
12. Issues as outlined in paragraphs 1-2 are in connection to the original application. However, the Tenant also attempted to raise new issues which were not outlined in the originally application, as outlined in paragraphs 3-5. These will not be considered as the Tenant was provided information at the settlement conference that new issues would not be considered. Much like the previous LTB member, I see this as an expansion and given the nature of the allegations could constitute a separate application and subsequent hearing.
13. For these reasons, apart from consideration of psychological and physical distress impacts upon the Tenants through the events of September 5, 2023, no other “new issues” have been considered in connection to new allegations as raised in the request for \$35,000.00 of compensation. I also note that the Tenants have not outlined an abatement of rent specifically, Schedule A of the amended application (DOC-6237224) refers to compensation not only for loss of items but also outlines emotional, psychological and physical stress factors.

Cross-examination of Lorie Kerr

14. The Tenant Lorie Kerr (LK) confirmed that they ordered the black light used for biomatter identification from Amazon – there was no evidence of prior contamination to cross reference and that she was not formally trained for assessing biohazards. That while the home was said to be ready for reoccupation on September 28, 2023, they felt differently, they collectively cleaned the home with friends and family gradually and returned on October 2, 2023. Feeling finally safe after they steamed cleaned, disinfected, taking fabric items out of the home that they believed required cleaning or drycleaning. No evidence of incurred costs was said to be available.
15. Regarding having to move between hotels, the second move was done because there was inadequate bedding for her family and she requested to be moved.
16. (LK) confirmed that the Landlord engaged the services of DiversaTech Mechanical to attend at the property on or about Thursday September 7, 2023 as another services provider was not available until a later date.
17. (LK) confirmed that when arriving at the monetary list of value of items as provided to Traffic Master and in support of her claims before the Board she relied on Marketplace and some lower end retail values.
18. (LK) confirmed that there were no receipts to substantiate any of the lost items, this was because the receipts were destroyed in the flood.

19. Further, when asked about her medical history and impact of the September 5, 2023 event, (LK) submitted that she was required to amend her medications for anxiety and was prescribed new medications as a result of inability to sleep. These submissions were again not supported by the medical evidence in record.

Testimony of the children

20. The Tenant's children Tulani and Jahrul testified to their own experiences of September 5, 2023 and medical impacts upon them.
21. Tulani testified to the impact of losing her job, having experienced headaches, feelings of displacement and not feeling safe in the home even after they were told the home was in a good condition to return into. Having missed work due to not having access to a vehicle because the family needed the vehicle to move between hotels.
22. Jahrul testified to the impact of the loss of his personal items many which were disposed of as were deemed unsalvageable, items that may have held sentimental value or could no longer be replaced such as his speciality Nike shoes gifted by his brother. He also testified to the importance of music in his life, having lost the entirety of his music studio in the flood. Specifically, music he had produced which was compiled over time, was now lost and was irreplaceable.
23. Jahrul testified to a variety of his personal items he lost and their values. He submitted to having experienced anxiety, insomnia, headaches nausea and nightmares. And that during the sewage cleanup efforts he hurt his ankle for which he was still seeking physiotherapy.
24. Jahrul outlined various music equipment that was submitted to have been lost in the sewage flooding, however for which he did not have invoices. And while submitting that some items have been replaced, there was no invoices or proof of payment for the replacements either.
25. Further, Jahrul submitted that he tried retrieving some of his music equipment however realized that it was no longer operable, it could not be salvaged. That the items he took, were left with a friend and were destroyed by him. He made suggestions about possible deductions to be attributed to the items that he provided pricing for and that he had lost.
26. On cross examination, Jahrul confirmed that on the day of the flood he was residing in the rental unit, he had recently moved back to commence school. He submitted that most of the items lost were his.
27. While he has purchased music equipment through various speciality stores, no documentation was available even though these may have still be under warranty. However, it was further confirmed that some of the equipment as lost was purchased on or about 2016.

Landlord's evidence

28. The Landlord relies on the their book of evidence as contained in DOC-6267088.

Landlord's witness

29. Omar Abdul (OA) contractor with DiversaTech Mechanical submitted that he is familiar with the rental unit as he received a call from Maninder (MK) the property manager on September 6, 2023 to attend to clear up water.
30. (OA) explained that based on his knowledge the main line needed to be investigated to address the blockage, work done on September 6 and September 8, 2026. The issue was not connected to individual lines as connected to each individual unit. That there are 3 catch basins on the property located at 25-50 ft apart that connect to the main. That it was found that the third catch basin needed to be cleared, that a lot of soil was found to be in there, it was removed and that this was the part of the service that was done to address the blockage.
31. That with the equipment used, they were unable to clear catch basin #1 & #2 and were able to clear catch basin #3. That another company attended to assisted them due to lack of equipment, securing the services of Ultimate Drains.
32. (OA) understood that another company was dispatched for the interior part of the work and that 4 truck loads of effluent were removed that he was aware of. When questioned about 10 truckloads, he suggested this was impossible at this would have taken all day.
33. (OA) also testified to the company being dispatched to the property in April 2023, to address catch basin #2. That the complex is over 40 years old and that one of the basins was not cleaned out/serviced in a very long time. That the Non-Profit Board, providing guidance to the management of the property are the parties to make the right decisions about what needs to be done to maintain these systems.

Testimony of Maninder Kaur former Property Manager

34. The former property manager Maninder Kaur (MK) during the time of the flood, was the point of contact to the Tenant (LK).
35. (MK) confirmed on September 5, 2023 she received a call from the Tenant (LK) that there was a flood in their rental unit.
36. That a plumber and DiversaTech Mechanical came out to the property to investigate on the same evening of September 5, 2023.
37. That the Tenants were provided alternative housing the next day September 6, 2023, booked in short increments of 3-4 days because it was being booked on (MK's) personal credit card and being guided by not knowing how soon the rental unit would be available/ remediated.
38. That her understanding was that the sewage drain blockage was isolated only to the Tenants' unit, that the blockage was backed up to a point where it could not be addressed by a regular plumber and therefore specialized equipment needed to be deployed to pump out the water. That this service was performed on September 8, 2023.

39. That the sewage water in the rental unit had been cleared up by Service Master on September 7, 2023. That when she provided direction to save any belongings to (LK) that she did not mean to bring up any items that were already wet.
40. (MK) submitted that the Tenants were required to move two times to the best of her understanding and that they were provided a \$100.00 per diem rate for food, breakfast was inclusive of the hotel stay for which the Landlord also reimbursed the Tenants or paid for directly.
41. That the Tenant was reimbursed for all hotel stays for the period of September 6 to September 28, 2023 and for the applicable utilities for the month. That as the floor was being changed in the kitchen this created some delay with Tenants being able to reoccupy the unit. This was said not to be related to the flood. That the Tenant continued to express concern over the unit conditions and requested that the landlord conduct e-coli and air quality testing.
42. That Service Master did water extraction, left Hepa filters, sanitized the rental unit and disinfect the property completely.
43. That after the event of September 5, 2023, the Tenant (LK) made inquiries to obtain a bin and personal protective equipment (PPE) to empty the contaminated content of the rental unit.
44. As the Tenants did not have content insurance. The Board of Directors decided to pay for the Tenant's content cleaning. The cost of this service was \$4,244.48.
45. That the air quality and e-coli testing that came back confirmed that there was no presence of any ongoing hazards, and no further recommendations were made for the Landlord to address. Samples as collected on September 14, 2023 and September 27, 2023 were the subject of the results.
46. The Tenants signed a copy of a consent to permit the content cleaning, remove belongings off site, clean and returned if can be salvaged.
47. That the Tenant (LK) was offered the opportunity to pick up any items that were deemed not to be economical to clean by Service Master, that she did not pick up the belongings for which claims are made.
48. In total the Landlord, a non-profit housing provider spent a total of \$44,180.93 in plumbing, restoration, cleaning and testing costs, of which they were refunded \$21,200.83 through the insurance policy for the residential complex. A policy which does not include coverage for the Tenants' belongings.
49. That on the date of flood, this was the first time any such sewage issue arose in the complex and that there was no evidence to suggest the Tenant was responsible for the issues as arising on September 5, 2023.
50. The Landlord sought a dismissal of the Tenants' applications, in the alternative, that the Board consider that the Landlord is non-profit housing provider and that it is the position of the Landlord that the replacement value claims as outlined are inflated, and in consideration, any award to reflect this accordingly.

Analysis & Reasons:

51. In *Onyskiw v. CJM Property Management Ltd.*, of, 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.
52. Based on the evidence provided I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to maintain the residential complex in a good state of repair, and complying with health, safety, housing and maintenance standards. I also find that through their actions, the Landlord interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. I say this for the following reasons.
53. There is no doubt there was a sewage backup in the unit on September 5, 2023. Further it was not disputed that that there was property owned by the Tenants that was damaged and was disposed of. Included in the property were personal effects, clothing, shoes, electronics and items of sentimental value. This sewage backup was caused by the property owned and maintained by the Landlord. The backup was said to be in no way the fault of the Tenants.
54. The Landlords witness (OA) testified that the complex is over 40 years old and that one of the basins was not cleaned out/ serviced in a very long time. This may have been because the Landlord was not even aware of one the manholes, having erected a fence and garden beneath an area that was to be maintained and emptied when required.
55. Here, while it is the Landlord's obligation to ensure the septic and drainage systems is maintained and in good working order, there was no evidence of any maintenance schedules of the systems or evidence of when the last time the septic system was pumped out.
56. While the parties differed in opinion, the Landlord paid for at least 4 truck loads of pumped water and effluent from the holding tanks and incurred at least 20k in charges for remedial work as connect to the underground drainage and plumbing infrastructure alone. The outlying reason was a blockage to the main connecting to the Tenants rental property, but far enough removed that could not be remedied by standard plumbing methods and required specialized manpower and equipment deployment.
57. The evidence as submitted by the Tenant clearly shows sewage matter on the floor of the utility room as well as large amounts of water on the date of September 5, 2023.
58. The Tenant did not have contents insurance, and while the Landlord's witness (MK) submitted that all lease with the Landlord have a clause which require that the Tenant have such insurance, neither party could produce a copy of the lease.
59. The Tenants testified to the impact of having to reside in hotels for over three weeks. Undoubtedly the backup caused a major inconvenience to the Tenants. And while I

appreciate that there may have been acute symptoms of nausea and headaches that may have resulted from their initial cleanup efforts, I am not satisfied that any other symptoms as raised by the Tenants are directly correlated to the event. It is more likely that the event exacerbated any preexisting symptoms as testified to by the Tenants as the Tenants exposure can be described as limited, given their removal from the property almost within 24 hours of the sewage backup.

60. The evidence was that the sewer backup was expediently and reasonably dealt with by the Landlord. The Landlord took the necessary steps to provide the Tenants alternative housing, meal allowances and took additional steps to ensure the Tenants were able to move back into the rental unit such as ensuring air and e-coli testing was completed.
61. However, as the Tenants lost personal property due to the Landlord's actions of providing a sewer system that did not work as it should and having contaminated the living space of their home, the Landlord will be ordered to pay the Tenants correspondingly.
62. In review of the Tenants remedy in seeking \$35,000.00 for both applications, and while I appreciate that the loss of their items was deeply personal, the value of the Tenants assigned to their claims is not supported by the evidence. For instance, the Tenants claimed that they lost 3 pairs of orthotic insoles worth \$1,200.00. They did not provide a receipt or other proof or purchase to support this claim. This was the case for over 250 items that were said to have been disposed of and for which no receipts, invoices or any other proof could be established. Rather, they provided screenshots of retail valued items from stores or specialty items sold on eBay. Even if I could find the Landlord liable for all the Tenants' losses, the Tenants have failed to provide adequate evidence to support the value of their losses.
63. In their T6 application, part of the \$35,000.00 claim the Tenants also described the remedy to include consideration for loss of income, transportation and abatement of rent.
64. As outlined at the time of hearing, the Tenants submitted that there is no documentary evidence to support their claim. As such, the loss of income and any transportation costs incurred for travel to the hotel can not be considered as there is no basis for undertaking such assessment of declared loss.
65. In addressing an abatement of rent, as the Landlord paid for the Tenants housing for the entire period of displacement from September 6 to September 28, 2026, a claim for abatement would be a form of double recovery as effectively the Tenants have been reimbursed more than the value of their loss. If I am wrong, the award of \$2,750.00 as considered pursuant to the T2 portions of the application as outlined below may be attributed to this portion of the application in part.
66. Further, pursuant to section 16, of the *Residential Tenancies Act, 2006* (RTA), when a party becomes entitled to an amount from the other party the party entitled to make the claim shall minimize their losses.
67. Given that there are no receipts, that the items of loss were used items and that the Tenants may have minimized their losses if they elected to pick up and clean their own items when provided the option by Service Master, an award of \$2,500.00 is what can be

considered given these circumstances. In arriving at this determination, I have considered the existence of the Service Master contract, although a copy of the terms as agreed to where not evidenced. Both the Tenants and Landlord's witness testified to different versions of contract language interpretation. Nonetheless, I have considered the options presented to the parties, both the Landlord and Tenants. Further, given the stress of the event of September 5, 2023 and timing of decisions undertaken I have considered that there may have been some miscommunication about what was expected in the context of cleaning and remediation of the Tenants' personal belongings and effects and this in my view directly impacted the claims raised as before the Board.

T2 Remedies

68. The Tenant's T2 application claims that the Landlord substantially interfered with the tenant's reasonable enjoyment of the rental unit by failing to adequately maintain the sewage and drainage system. That through the Landlords' actions they were displaced from their home for the period of September 6 to September 28, 2023, this causing "emotional, psychological and physical distress" as created by instability, exposure and loss.
69. As testified to by the Tenants the move to a hotel for a prolonged period had a profound impact upon them. They took issue with the fact that reservations were made for shorter periods of time of two to three days at a time and that they had to pack and move to another hotel location. That this happened multiple times during the time they were displaced from their home and involved packing and resettlement. This time away from home was less than ideal, it interfered with the family's daily life, causing stress, disruption, and created additional financial burdens.
70. I take note that while the movement from one hotel to another was a traumatic experience, it was especially so for her son who has Down's syndrome and requires among other factors the stability of a routine and familiar surroundings.
71. And with living out of a hotel, the issues of food scarcity and ability to afford feeding a family of 5 became an issue. The Tenant submitted that she could not afford to feed her family once displaced, she is in receipt of ODSP benefits and much of the food in the fridge was lost during the time of being displaced from the rental unit. While the Landlord provided the Tenants with reimbursement for food, this did not occur until September 18, 2023. There was a certain level of stress as associated with not knowing where they would be moved to, when they could return home and what if any food related costs would be reimbursed.
72. I also take note that while the Tenant (LK) submitted that the multiple moves within the same hotel or to another property could have been avoided all together if the Landlord booked a much longer stay i.e. for the entire period of 25 days, there were many factors that were be contended with at the time. Just to name a few, the booking agent did not have a corporate card to secure an extended stay, there was a moving target with the estimated time of the initial remediation work and additional work such as testing for air quality arose at the request of the Tenants. These factors in addition to the replacement of floors that were being coordinated and while unrelated to the sewage event, created an

opportunity to be completed before the Tenants moved back into the unit and created additional delays.

73. However, given the impact upon the Tenants, the Landlord by failing to maintain the residential complex, in a good state of repair, and complying with health, safety, housing and maintenance standards impacted the Tenants. The sewer backup created conditions necessitating the Tenants to live outside of the comfort of their home for a period of September 6 to September 28, 2023, the Landlord is therefore liable for the continuing deprivation of peaceful enjoyment of the rental property. And while the Landlord provided the Tenants with alternative accommodations, and paid them a per diem for their food, most obviously, living out of a hotel with limited personal items is not a replacement for the comforts of home, this being especially true for a family of 5 with pets and with diverse personal needs such as the parties before the Board.
74. Given all the above outlined, the Landlord will be ordered to pay the Tenants \$2,750.00.
75. The Tenant also claimed the return of any of the Tenant's property in the Landlord's possession. As noted at the time of the hearing, the Landlord submitted that they do not have such possessions. And (LK) understood that the Landlord has no such property and they were offered to pick up anything that was in the possession of Service Master, an option that was not exercised for large part. Therefore, no remedy can be considered.
76. This order contains all the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord shall pay the Tenant \$5,298.00. This amount represents:
 - \$2,500.00 for the reasonable costs that the Tenants have incurred or will incur to replace property that was disposed of as a result of the Landlord's actions.
 - \$2,750.00 for compensation for loss of reasonable enjoyment of the rental unit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 5, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 5, 2026, the Landlord will owe interest. This will be simple interest calculated from at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by June 5, 2026, the Tenant may recover this amount by deducting the amount of \$300.00 per month from the rent owing for a 17-month period starting June 1, 2026 and deducting \$198.00 on the last 18th month to conclude the repayment of amounts as owed by the Landlord.
5. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 25, 2026
Date Issued

Alicia Johnson
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.