



Order under Section 30 Residential Tenancies Act, 2006

Citation: Coffin v 1881 Investment Ltd., 2026 ONLTB 43530

Date: 2026-06-02

File Number: LTB-T-080282-24

In the matter of: 6, 3433 CARLING AVE
OTTAWA, ON ON K2H7V5

Between: Michael Coffin Tenant

And

1881 Investment Ltd. Landlords
Anthony Devonish

Michael Coffin (the 'Tenant') applied for an order determining that 1881 Investment Ltd. and Anthony Devonish (the 'Landlords') failed to meet the Landlords' 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 January 13, 2026.

Only the Tenant attended the hearing.

As of 10:29 a.m. the Landlords were 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 following allegations contained in the application: the Landlords did not properly address septic fumes and a toilet/sewage backup into the bathtub.
2. Therefore, the Landlords must pay the Tenant a rent abatement of \$1,800.00.
3. I find that the Landlords failed to meet the Landlords' obligations under subsection 20(1) of the Act to repair the rental unit.

4. It was the uncontested evidence of the Tenant that when the Landlords were advised of concerns about septic fumes in the toilet room of the rental unit, instead of investigating and correcting the source of the problem they vented the fumes outside and screwed the bathroom door shut. Similarly, when the toilet backed up sewage into the bathtub, the Landlord blocked access to the toilet section of the room instead of fixing the problem.
5. 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 Landlords's maintenance obligations, including whether the Landlords 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.
6. The Tenant provided no evidence regarding notifying the Landlord of the many problems referenced in the application, or that they were bothered by them. Instead they assert the problems were obvious and the Landlords must have been aware. There was no evidence regarding the frequency of the Landlords' attendance at the residential complex to support a finding that they would have been present to be aware of the claimed issues. The only issues which I am able to infer the Landlords were aware of are the three to which some response was noted: septic fumes, toilet backup into bathtub, and bedbugs.

Remedies

7. The septic fumes and plumbing issues had a significant impact on the Tenant's use of the enjoyment. Based on my knowledge of similar cases before the Board, I find a rent abatement of 30% to be reasonable. The sewage backup into the bathtub occurred in February 2024. The timeline of the septic fumes is imprecise, however I am satisfied they were a problem as of February 2024 when the backup occurred. This represents an 8 month rent abatement period. Therefore, I find that a rent abatement of \$1,800.00 is appropriate in the circumstances. ($\$750.00 \times 8 \text{ months} \times 30\%$)
8. The evidence relating to the bedbugs was that the Landlord attended after receiving the Tenant's complaint and attempted to treat the problem themselves. The Tenant thinks bedbugs cannot be successfully treated without specific knowledge or experience but provided no testimony or other evidence to confirm the level of success or failure of the treatments by the Landlord.
9. The Tenant did not prove the costs to replace property that was damaged or disposed of. In particular, the Tenant did not explain why they had to move to a smaller unit which could not accommodate his belongings, or why, if that was the case, the belongings couldn't be either sold or placed in storage to mitigate the loss. While the Tenant disposed of a bed because they felt bedbugs were not properly treated, this was not supported by the evidence.

It is ordered that:

1. The Landlords shall pay the Tenant \$1,800.00 for a rent abatement.

2. The Landlords shall pay the Tenant the full amount owing by June 13, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by June 13, 2026, the Landlords will owe interest. This will be simple interest calculated from June 14, 2026 at 4.00% annually on the balance outstanding.

June 2, 2026
Date Issued

Dawn Carr
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.