



AMENDED ORDER
Order under Section 30
Residential Tenancies Act, 2006

File Number: LTB-T-043142-23-AM

In the matter of: 3, 424 BAGOT ST
KINGSTON ON K7K3B9

Between: Kira Lloyd Tenant

And

1880551 Ontario Limited Landlord
David Kay

This amended order is issued to correct a clerical error in the original order. The correction has been bolded for ease of reference.

Kira Lloyd and (the 'Tenant') applied for an order determining that 1880551 Ontario Limited and David Kay (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 6, 2025 and January 26, 2026.

The Landlord, David Kay, and the Tenant attended the hearing.

Determinations:

- 1. For the reasons that follow, I am satisfied, on the balance of probabilities, that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair or maintain the rental unit. Therefore, the Landlord must pay the Tenant \$6,371.25 on or before May 17, 2026.**
2. The Tenancy began on March 1, 2022, and the Tenant vacated the rental unit on February 28, 2025.

Asbestos

3. There is no dispute that on June 1, 2022, the Tenant reported a water leak in the living room ceiling. The Tenant testified that she was concerned that the vermiculites falling from the ceiling may contain asbestos and told the Landlord on June 7, 2022.

4. The Tenant testified that the Landlord refused to test for asbestos, and as such, the Tenant had the unit tested for asbestos on July 5, 2022 by Safe Tech at a cost of \$519.80 (includes HST). The analysis result showed that the material is vermiculite, an insulating material. The Tenant testified that report found asbestos and the report recommended that the exposed areas be HEPA vacuumed, and damp wiped. The Tenant testified that the report was provided by Safe Tech to the Landlord on August 2, 2022. The Tenant testified that the Landlord did not clean or remediate the asbestos.
5. The Tenant testified that a cleaner came to the unit and looked at the hole to investigate but did not clean it. The Landlord only proceeded to patch and close the hole rather than HEPA Vacuum it.
6. The Landlord testified that he offered to test the material for Asbestos, but the Tenant refused because the Tenant preferred AHERA testing. The Landlord also testified that on July 24, 2022, the Landlord mopped and Hepa vacuumed the space, and the Tenant was not present during the clean up. As such, the Landlord's position is that he adequately remedied the asbestos before repairing the ceiling.
7. The Landlord did not provide any documentary evidence that he followed the recommendations contained in the report.
8. Neither party provided expert testimony about the level of asbestos activity in the unit or about the impact this level of asbestos activity might have on the occupant of the unit. I note however that Tenant's evidence confirms that asbestos was present in the rental unit and recommends steps for the Landlord to take to address it.
9. Therefore, I find that the Landlord breached his obligation under subsection 20(1) of the Act to maintain the residential complex and the rental unit in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards. The presence of asbestos particles in the living room posed a health concern to the Tenant and the Landlord failed to take reasonable steps to remedy this situation.
10. It is clear that asbestos particles were present in the rental unit. I also find that the Landlord did not act reasonably to remedy this situation after the inspection report was provided. I prefer the evidence of the Tenant and find that it was more likely than not that the only action taken by the Landlord was to drywall and patch the hole. The Landlord's evidence, regarding dates were at times vague and not corroborated by any documentary evidence. As such, I find that the Tenant is entitled to an abatement of rent.
11. The next issue before me is the impact on the Tenant of this issue of disrepair. The Tenant did not establish any specific losses as a result of the asbestos, but I take judicial notice of the fact that exposed asbestos can have negative effects on one's well being. I find that the Tenant was also impacted by experiencing anxiety about the presence of asbestos. The report did not establish that the presence of asbestos was such that it would significantly impact an average person and as such a higher award would not be appropriate. I find that an award of \$1,200.00 accurately represents the impact on the Tenant.
12. The Tenant is also entitled to out of pocket expenses for costs incurred for testing the material in the amount of \$519.80. The Tenant submitted receipts from Safe Tech.

Rat infestation

13. The Tenant testified that they informed the Landlord on February 15, 2023, about a rodent infestation in the rental unit and that rodents were persistent during the winter months. The Landlord set up traps and put down boxes of rat poison. However, the problem persisted, and the Tenant told the Landlord about the problem every month until the Tenant moved out on February 1, 2025.
14. The Tenant testified that the Landlord's response was inadequate. The Landlord would either set up traps or install chicken skin for open spaces. The Tenant stated that the rats were chewing things on the ceiling and chewing through food and the problem persisted until the Tenant moved out. On May 10, 2023, a technician from Solace Pest Solutions arrived at the unit to inspect and found that there were multiple entry points for rodents and entry points around pipes and wires and they recommended an aggressive rodenticide program. The Tenant's witness, Travis Monnier who is a licensed pest control technician hired by the Landlord who testified that there were activity and the Landlord was given recommendations for how to address the problem. However, Landlord did not hire them to complete treatments following their recommendations.
15. The Landlord does not dispute that the Tenant first complained of rodents on February 15, 2023. The Landlord testified that by profession he is a licensed registered pest control technician. As such, he immediately started to use bait weekly and seal holes. In May 2023, he contacted another pest control company to inspect the unit. The Landlord testified that in April 2023, the Tenant was satisfied with the Landlord's efforts, as she messaged the Landlord on April 24, 2023, advising the Landlord that the holes were covered.
16. The Landlord also provided in evidence an email from the property standards officers from December 2023, that stated the Landlord is dealing with the pest issues reasonably. The Landlord testified that there was no report of activity between January 2024 to November 2024.
17. When asked whether a rat infestation persisted beyond January 2024, the Landlord testified that there was no activity. In the absence of corroborating evidence, such as maintenance records, pest control reports, or written communication, I am left with only the oral testimony of the parties.
18. Based on the evidence before me, I am not satisfied that the Landlord responded to the Tenant's complaint in a timely, appropriate and reasonable manner. I say this because at no time did the Landlord mention that he called for an exterminator or arrange for pest control treatment within the rental unit. There was no documentary evidence such as a pest control report before me to prove that the issue was rectified. I am satisfied on a balance of probabilities that the Landlord failed to maintain the rental unit in a good state of repair in accordance with their obligations under subsection 20(1) of the Act.
19. The Tenant testified that she was concerned that the rats would disturb the asbestos in the walls and track it throughout the apartment and she was unable to leave food out. The rats

also caused damage to the Tenant's property such as blankets, computer cables and groceries.

20. Based on the evidence and submissions before the Board and in assessing the impact the Landlord's breach had on the Tenant, I find that the Tenant is entitled to a total rent abatement of \$3,359.77. This amount represents a 10% rent abatement for the rat issue for the period of February 16, 2023, to December 31, 2023 (\$1,415.72), a 10% abatement for the period of January 1, 2024, to December 31, 2024 (\$1,660.38) and a 10% abatement of January 1, 2025, to February 28, 2025 (\$283.66).

Hole in the front porch

21. The Tenant testified that they raised the issue of holes on the front porch on June 24, 2022, by email to the Landlord. The Tenant testified that the Landlord was unresponsive to the complaints until property standards was notified on October 13, 2023. The Tenant testified that at the front of the porch there was a large hole, the Landlord only put down plywood to prevent rodents from gaining access to the unit. The tenant testified that the hole continued to deteriorate and by the time the Tenant vacated the unit, the concrete had deteriorated, and new holes formed in other parts of the front porch.
22. The Landlord testified that they placed a plywood board to cover in the hole in 2022. The Tenant complained again in April 2023 that the plywood was not secured making it unsafe. The Landlord glued the board down. He also testified that the municipal property standards officer did not indicate that this was an issue when they attended the unit.
23. Based on the evidence before me, I am not satisfied that the Landlord responded to the Tenant's complaint in a timely, appropriate and reasonable manner I am satisfied that an area of front porch was in a state of disrepair, and the Landlord breached his obligations pursuant to subsection 20(1) of the Act.
24. The next issue before me is the impact on the Tenant of this issue of disrepair. The Tenant says the repairs were superficial, but they did not specifically state that the front porch was unusable. As such, I find that the front porch issue had minimal impact on the Tenant and was essentially a cosmetic issue. As the small area of disrepair is merely cosmetic, I find that a nominal award of \$50.00 accurately represents the impact on the Tenant.

Damaged bathroom baseboard

25. The Tenant testified that the baseboard in her bathroom has a gap, and she told the Landlord on June 24, 2022. The Tenant testified that the Landlord did not repair the issue until the property standards order was issued.
26. The Landlord testified that there was small gap between the baseboard and some of flooring in bathroom. He acknowledged that he did not do the repairs until April 25, 2023.
27. Based on the evidence before me, I am satisfied that an area of bathroom baseboard was in a state of disrepair and the Landlord breached his obligations pursuant to subsection 20(1) of the Act.

28. The next issue before me is the impact on the Tenant of this issue of disrepair. The Tenant says the repairs were not done in timely manner and the issue created the opportunity for mould to appear but did not identify that the bathroom was unusable. As such, I find that the **damaged bathroom baseboard** had minimal impact on the Tenant and was essentially a cosmetic issue. As the small area of disrepair is merely cosmetic, I find that a nominal award of \$50.00 accurately represents the impact on the Tenant.

Missing rails on fire escape

29. The Tenant raised the issue to the Landlord on June 24, 2022, and the parties do not dispute that the issue was resolved on October 23, 2023.
30. The Tenant testified that they were not able to use the stairs without the rails in the event of a potential fire.
31. The Landlord testified that the Tenant did not follow up or bring the issue up to the Landlord after June 2022 and as such, it was repaired after property standards issued their order.
32. I am satisfied that the Landlord breached their maintenance obligation in regard to the missing rails on the fire escape. Section 20 requires the Landlord to maintain the residential complex in a good state of repair. The Landlord was notified there was missing rails on June 24, 2022 but did not take steps to address it until October 2023. I am not satisfied that waiting over one year to address the missing rails was either prompt or reasonable.
33. The missing rails on the fire escape did not affect the Tenant's use or enjoyment of the rental unit itself. However, the missing rails were an annoyance and inconvenience. As such, the missing rails were a minimal interference with the Tenant's use of the residential complex.
34. Therefore, I find that an abatement of 2% is appropriate. The Tenant's monthly rent was \$1,350.00. I find that the abatement should apply for the period of June 24, 2022, to October 23, 2023, a total of 486 days. I calculate the abatement as follows:

- $2\% \times (\$1,350.00/\text{month} \times 12 \text{ months} \div 365 \text{ days/year}) \times 486 \text{ days} = \431.37
- For a total of \$431.37

Holes in the kitchen closet and in the living room wall

35. The Tenant testified that she reported the holes in the kitchen closet and living room wall to the Landlord in April 2022. The Tenant testified the Landlord made a hole in the kitchen closet to remove a racoon. However, the Landlord did not repair the hole until October 2023.
36. The Landlord testified that he could not fully repair the holes because he needed to access the traps placed for the racoons. The Landlord advised that the municipal property standards officer did not take issue with this approach. The Landlord submitted into

evidence an email dated October 13, 2023, from a property standards officer who advised the Landlord that as long the pest issues are ongoing, it is reasonable to keep the holes accessible. However, once the pest control issues are dealt, the expectations are that the open areas of the wall are repaired. Therefore, the Landlord did not repair the holes in the walls.

37. I am satisfied that the Landlord breached their maintenance obligation in regard to the hole in the kitchen closet and the living room wall. Section 20 requires the Landlord to maintain the residential complex in a good state of repair. The Landlord was notified there was a hole in the kitchen and living room wall in April 2022 but did not take steps to address it until October 2023. I am not satisfied that waiting over one year to address the hole was either prompt or reasonable.
38. The holes in the unit did not affect the Tenant's use or enjoyment of the rental unit itself. However, the holes were an annoyance and inconvenience. As such, the holes were a minimal interference with the Tenant's use of the residential complex.
39. Therefore, I find that an abatement of 2% is appropriate. The Tenant's monthly rent was \$1,350.00. I find that the abatement should apply for the period of April 1, 2022, to October 31, 2023, a total of 578 days. I calculate the abatement as follows:

- $2\% \times (\$1,350.00/\text{month} \times 12 \text{ months} \div 365 \text{ days/year}) \times 578 \text{ days} = \513.03
- For a total of \$513.03

Stairwell water damage

40. The Tenant testified that she told the Landlord on May 1, 2023 about a water leak from the roof into the stairwell. The Tenant testified that the water leak re-occurred on November 22, 26 and December 3, 2024.
41. The Tenant submits that the Landlord only addressed the damage superficially by painting over the affected drywall and the Landlord did not do the necessary repairs to the roof to prevent future leaks.
42. The Landlord submits that when the Tenant first reported the issue to them on May 1, 2023, the Landlord on the same day responded by repairing the leak on the roof and patching inside. After several months, the Landlord then replaced that section of the roof with steel. On November 24, 2024, a second leak occurred in a different area of the roof, and the Landlord again attended the unit and patched the area, and it was painted on February 2025.
43. Based on the evidence, I do not find that the Landlord has breached their obligations under section 20 of the Act. The Tenant had insufficient evidence to demonstrate that the Landlord refused to respond accordingly and make the requested repairs to the stairwell ceiling after she notified the Landlord. I accept that the Landlord was made aware of the issue, and they attempted to immediately find a resolution to the leak.

Broken living room outlets

44. The Tenant testified that the two of the four electrical outlets in the living room were broken. The Tenant testified he told the Landlord on June 2022 and June 2023 and the Landlord did not repair the outlets.
45. The Tenant testified that the broken outlets prevented the Tenant from placing enough lamps in the living room to properly light the room and forced her to buy extension cords.
46. The Landlord testified that they did not repair the outlets because there were other working outlets the Tenant could rely on.
47. Based on the evidence before me, I find, on a balance of probabilities, that the Landlord failed to maintain the rental unit in a good state of repair and fit for habitation in accordance with section 20(1) of the Act in relation to living room outlet. I say this because I find that the Landlord's failure to repair the rental unit, was unreasonable. Based on the testimony of the Landlord, refusing to fix the outlet was unreasonable in the context of the Landlord's obligation under the Act to maintain the rental unit in a good state of repair and fit for habitation.
48. The Tenant testified that they relied on a lamp to provide lighting in the living room, although one plug was working, the Tenant was scared that plugging in a lot of plugs would lead it to overload.
49. I find that the Tenant experienced minimal disruption to their ability to normally reside in the unit. The Tenant was not prevented from using all electricity in her rental unit, there was just less electricity in the living room. I find that the effect of the disrepair on the Tenant was minimal and a nominal amount of \$100.00 accurately represents the impact of this disrepair.

Broken Kitchen Stove

50. The Tenant testified that she told the Landlord on October 4, 2023, by text message, that the large stove burner was not functioning and the oven took one hour to preheat. The Tenant testified that the Landlord never repaired the stove. The Tenant testified that her ability to prepare food was impacted as she could only cook small amounts of food at a time and was limited in the types of food she could make.
51. The Landlord testified that Tenant complained on November 17, 2022, and on November 24, 2022, the Landlord acquired the parts to repair the stove, and the stove was repaired on November 30, 2022. The Landlord maintains that the Tenant did not complain after it was repaired on November 30, 2022, and only did so after the application was filed.
52. The Landlord also argues that the Tenant still had three other elements to cook on.
53. Based on the evidence before me, I find, on a balance of probabilities, that the Landlord failed to maintain the rental unit in a good state of repair and fit for habitation in accordance with section 20(1) of the Act in relation to broken element on the stove. Based on the testimony of the Landlord, refusing to investigate and rectify was unreasonable in the context of the Landlord's obligation under the Act to maintain the rental unit in a good state of repair and fit for habitation.

54. The Tenant testified that her ability to prepare food was impacted as she could only cook small amounts of the food at a time.
55. I find that the Tenant experienced minimal disruption to their ability to normally reside in the unit. The Tenant was not prevented from using the stove in her rental unit, there was just limited elements on the stove. I find that the effect of the disrepair on the Tenant was minimal and a nominal amount of \$100.00 accurately represents the impact of this disrepair.

It is ordered that:

1. The Landlord shall pay the Tenant is \$6,371.25. This amount represents:
 - \$5,803.45 for a rent abatement
 - \$519.80 for the reasonable out-of-pocket expenses that the Tenant has incurred.
 - \$48.00 for the cost of filing the application.
2. **The Landlord shall pay the Tenant the full amount owing by May 17, 2026.**
3. **If the Landlord does not pay the Tenant the full amount owing by May 17, 2026, the Landlord will owe interest. This will be simple interest calculated from May 18, 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 4, 2026
Date Issued

June 8, 2026
Date Amended

Vinuri Sivalingam
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.