



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-102827-25

In the matter of: 3, 725 Prete Street
Sudbury ON P3E3X7

Between: Jutta Cousins Landlord

And

Eli Young Tenant

Jutta Cousins (the 'Landlord') applied for an order to terminate the tenancy and evict Eli Young (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 12, 2026.

The Landlord, the Landlord's Legal Representative, Raquel Quenneville, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on March 1, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,350.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 1, 2026 are \$11,250.00
7. The Tenant disputed the amount of the arrears. He testified that he had paid rent up to August 2025 but did not pay rent from September 2025 to the date he vacated the unit. The Tenant further testified that he thought his last month's rent deposit was used in August 2025, though he did not provide oral or written evidence to support this assumption. The Landlord confirmed that she was still holding the last months rent deposit,

and denied that the arrears were incorrect or that the Tenant had made payments not accounted for. The Tenant did not provide any documentary evidence to support his claim that he had made payments not accounted for by the Landlord. The Landlord's statement of account was to November 30, 2025 and showed that rent had not been paid from July 2025 to November 2025, and the L1 application and update showed the Tenant had not paid rent from December 2025 to March 1, 2026. The Tenant acknowledged withholding rent from September 2025 until he vacated the rental unit.

8. In the case of *Mauti v. Gibbs*, 2019 ONSC 3355, at paragraph 27, the Divisional Court held that although the burden of proving the grounds for eviction in an arrears application rests with the Landlord, the evidentiary burden of proving that a particular payment was made generally shifts to the tenant if the landlord has given credible evidence denying receipt. In this case I do not accept the Tenant's oral evidence that they made the disputed payments in the absence of supporting documentary evidence, which I would expect to exist and would have expected the Tenant to produce.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,350.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
11. Interest on the rent deposit, in the amount of \$50.29 is owing to the Tenant for the period from August 1, 2024 to March 1, 2026.

Section 82 Issues:

12. The Tenant testified that he withheld his rent due to the maintenance issues and submitted a list of issues he intended to raise pursuant to section 82 of the Residential Tenancies Act, 2006 (the 'Act'). The Tenant served the Landlord with section 82 issues on February 16, 2026, and I cannot order a remedy beyond the 1-year point. It was originally disputed that the Tenant had properly served the section 82 issues, however the Tenant provided evidence that he did properly serve the Landlord with some evidence and the issues he intended to raise, so the Tenant was allowed to proceed based on the evidence that was properly served.

Issue 1: Landlord gave Tenant a burger with glass in it

13. This Tenant alleged that this occurred on August 24, 2024. As a result, this issue was outside of the statutory limitation period and thus I did not consider it.

Issue 2: Excessive Noise

14. The Tenant testified that the issue with excessive noise started on August 20, 2024 and continued until he vacated the unit. The Tenant testified he lived in the basement unit, and it sounded like the Landlord would roll large objects on the floor for extended periods, after midnight she would open and close her dresser drawers, she would play fetch with her dog while he was sleeping, and would blast her surround sound after midnight. The Tenant

also testified that the Landlord would purposely do laundry when he was trying to nap and would put heavy items in the dryer. The Tenant also testified that there was another tenant in the home and he was suspicious that the other tenant was also purposely making excessive noise. The Tenant did not identify whether he ever notified the Landlord of the noise issue. The Tenant did not provide documentary evidence in support of his claims as he testified he did not know how to upload videos.

15. The Landlord testified that she never made intentional noise. The Landlord further testified she does not own a dresser or a surround sound system and is normally in bed by 8:30p.m. The Landlord also testified that she would only walk around the house in socks and would normally play fetch with her dog outside.
16. I accept the Landlord's oral evidence denying that she made excessive noise in the residential complex, and I am not satisfied that the Tenant has established on a balance of probabilities that the Landlord substantially interfered with their reasonable enjoyment in that regard. As such, this claim is dismissed.

Issue 3: Harassment

17. The Tenant testified that starting from August 13, 2024 and continuing until he moved out, the Landlord harassed him by constantly asking him when he was going to find a new apartment. The Tenant testified that the Landlord would sit at the top of the stairs everyday and wait for him to let his dog out and then ask him if he had anywhere to go and ask if he wanted to move. The Tenant testified he had a private entrance at the bottom of a shared staircase, and the Landlord would open the door in her kitchen and sit on a chair waiting for him. The Tenant also testified that the Landlord would ask to do inspections when he had plans, and that if he had guests over, she would bring up that the Tenant was behind on rent. The Tenant also testified he was given numerous fake eviction notices, though the Tenant did not provide any copies of these alleged notices in support of his oral evidence.
18. The Landlord testified that she would sometimes leave the door in her kitchen off the shared staircase open to cool down the kitchen, and sometimes she would be sitting in a chair, but she was not sitting at the top of the stairs daily waiting for the Tenant or asking him questions. The Landlord also testified that she never confronted the Tenant when he had guests over.
19. I am not satisfied that the Tenant has established on a balance of probabilities that that Landlord was harassing him. The Tenant alleged that the Landlord waited to harass him daily by sitting at the top of the stairs on a chair, yet there was no documentary evidence to support this assertion, and if this was a daily occurrence as he alleged, I would expect the Tenant would have taken videos to support his claim. The Tenant also alleged that the Landlord had confronted his guests, which the Landlord denied, and provided no supporting evidence for this allegation. I accept the Landlord's evidence, and as such, this claim is dismissed.

Issue 4: Insufficient Power to the Kitchen

20. The Tenant testified that from when he moved into the rental unit and continuing until July 28, 2025, there were issues with power in the kitchen. The Tenant testified that appliances

would run for a bit, then shut off, and would then turn back on. The Tenant also testified he would need to microwave things to the point they were dehydrated and there were issues with the fridge. The Tenant testified he told the Landlord about the issue immediately. The Tenant also testified that he had never used a toaster oven before living in the unit and was not sure if it was user error, so waited awhile before he told the Landlord. The Tenant further testified that when he ran more than one appliance at a time the breaker would flip, however, even when he used one appliance at a time, the Tenant stated they did not work well.

21. The Tenant also testified that only the kitchen would have power surges and every time the furnace turned on or the toilet flushed, the lights would dim. The Tenant testified he told the Landlord about the issues multiple times in person and through text messages, however the messages were not provided as documentary evidence as the Tenant testified the messages were on an old phone.
22. The Landlord testified that the house was built in 1939 and the house would have power surges at times even in the upstairs unit. The Landlord testified that she told the Tenant to press the breaker if the power ever went out, and that the Tenant told her everything was fine when he would do that. The Landlord also testified she eventually plugged the power source for the kitchen into a new socket in the laundry room when the Tenant complained about issues, and there were no further issues after that.
23. The Tenant testified that he both immediately told the Landlord and that he waited awhile to notify the Landlord about the issue, and he could not provide a specific time. The Tenant testified the notifications were in-person and through text messages, though he did not provide the text messages as documentary evidence. Without the Tenant providing details on when he notified the Landlord about the issue, if he notified her again after the conversation about the breaker, and how long it took for the Landlord to provide the solution, I am not satisfied that they have established that the Landlord breached their maintenance obligation, or that they failed to address the issue within an appropriate amount of time. Therefore, this claim is dismissed.

Issue 5: Bugs in the Apartment

24. The Tenant testified that the day he moved into the unit it was clean, but as days went by, he noticed there were bugs in the unit and that he notified the Landlord less than a month after he moved in. The Tenant then testified that the Landlord fumigated the apartment in about January 2025, though he questioned if it was actually fumigated or only used as an excuse to inspect the unit as the Tenant testified he did not smell any treatments. The Tenant testified that the bugs continued to be an issue after the fumigation and there were spiders and a bug that he could not identify, and that he told the Landlord a week after the fumigation occurred. The Tenant testified the bugs were along the baseboards, in the bathroom, and that when his dog was on the floor he would bite at himself and the Tenant thought bugs were crawling on his dog. When asked how many bugs there were, the Tenant said countless. The Tenant's only documentary evidence was a picture of two insect traps that had spiders and a beetle-like insect on them.
25. The Landlord testified that the Tenant complained he had bugs in the corner of his living room, so she called Orkin and the basement unit was fumigated on May 6, 2025 and the

insects in the basement were sow bugs. The Landlord had Orkin return on June 10, 2025 where they dusted powder around the electrical sites as there were small black mites that would come out of the sockets. The Landlord testified that she would also sometimes have small black mites around her electrical sockets.

26. The Landlord testified that after the Tenant vacated, Orkin attended the unit on March 25, 2026 and there was little sow bug activity noted, and on May 4, 2026, there was no activity reported during the inspection.
27. The Tenant was unclear about when he notified the Landlord and was uncertain when the fumigation occurred. The Tenant testified they told the Landlord within a month of moving into the unit, however the Landlord testified that she called Orkin after receiving the complaint from the Tenant. The Tenant also did not think the first fumigation occurred, despite the Landlord providing documentary evidence from Orkin that they attended and sprayed the unit. I accept the Landlord's evidence that she acted within an appropriate amount of time once notified of the issue, therefore, this claim is dismissed.

Issue 6: Shower Unusable

28. The Tenant testified that the hair from the shower and food from washing dishes in the bathroom sink would clog the pipes as they shared a drainage pipe. The Tenant testified he had probably mentioned in passing that there had been issues to the Landlord, however he notified the Landlord on January 1, 2025 that the bathroom sink had backed up. The Tenant testified that he did not have access to the shower between 2 to 4 weeks while waiting for a plumber to fix the clog. The Tenant further testified that he had access to the Landlord's bathroom while waiting for the plumber.
29. The Landlord testified that the Tenant notified her in May 2025 that there was a clog and that a plumber came to fix the issue within 4 days. The Landlord submitted a receipt from the plumber dated May 7, 2025 as documentary support.
30. If the issue occurred in January 2025 as the Tenant testified, the remedy of rent abatement sought would be statute barred pursuant to section 29(2) of the Act.
31. I accept the Landlord's evidence that she was notified about the plumbing issue in May 2025, and I find that the Landlord acted within an appropriate amount of time by having the plumber come on May 7, 2025. 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 obligations as soon as an interruption in service occurs.
32. I find that the Tenant's version of the events was not reliable as he could not recall when the plumbing issue started, and I am satisfied that the Landlord responded to the maintenance issue within a reasonable time. As such, this claim is dismissed.

Issue 7: Dehumidifier had black mold.

33. The Tenant testified that while living in the rental unit, he got sick frequently and that he told the Landlord in October 2024, though did not clarify how he told the Landlord. The Tenant further testified that he was missing days at work due to how sick he was. The Tenant did not provide any documentary evidence in support of this claim. The Tenant then testified that he looked up his symptoms on google and the search results suggested a mold issue. The Tenant testified that the Landlord told him to run the dehumidifier constantly, and that the dehumidifier was not cleaned, and therefore there were mold issues. The Tenant submitted photos of the dehumidifier and stated that it shows black mold spores. The pictures do not have a date stamp, and the Tenant did not provide details on when he notified the Landlord he was concerned with the dehumidifier having mold.
34. The Landlord testified that the dehumidifier was a couple of years old and was to help remove the moisture from the air. The Landlord testified that when the Tenant notified her about his concern with the dehumidifier possibly having mold, she purchased a new dehumidifier on February 23, 2026. The Landlord submitted the receipt as documentary evidence.
35. I am not satisfied that the Tenant has established on a balance of probabilities that the Landlord breached her maintenance obligations. The Tenant did not provide details on when he notified the Landlord about his concerns of mold in the dehumidifier, and I accept the Landlord's evidence that she purchased a replacement dehumidifier when the Tenant notified her of his concerns, as supported by the submitted receipt. In addition, while the dehumidifier looked dirty in the pictures, there was no supporting evidence to substantiate the claim that it was black mold. As a result, this claim is dismissed.

Issue 8: Landlord turned the Wi-Fi on and off

36. The Tenant testified that he live streams as his full-time for employment and makes ad revenue as an affiliate of Twitch, an online steaming platform. The Tenant testified he thinks the Landlord was intentionally turning off the Wi-Fi while he was streaming to impact him, and that when she would turn it off, there were times he would not be able to see his work schedule for his part-time employment at Canadian Tire, as the schedule could change the night before. The Tenant testified that this happened throughout the tenancy and he lost money by missing shifts and his live streams being interrupted. The Tenant did not provide any evidence on the frequency, when he notified the Landlord, or documentary evidence to support his claim that he lost money from the disruptions
37. The Landlord testified that whenever the internet was disrupted, she would call Bell or the other tenant would as he is an avid movie watcher. The Landlord did not provide oral or documentary evidence that spoke to the frequency of the disruption or how quickly disruptions would be fixed. The Landlord testified that outside of one weekend, she never intentionally turned off the Wi-Fi. The Landlord testified that after the Tenant stopped paying rent, she turned off the Wi-Fi for a weekend while she was at camp, but turned it back on when she returned.
38. I am not satisfied that the Tenant has established on a balance of probabilities that the Landlord interfered with their reasonable enjoyment. The Tenant did not provide clear details about the frequency of disruptions, when they occurred, or the length of any

disruptions. The Landlord did acknowledge one weekend where she purposely turned off the Wi-Fi, which was part of the tenancy agreement. However, neither party could speak to when this occurred, and therefore I am unable to determine whether this occurred within the time limitation. As a result, this claim is dismissed.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 1, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$10,035.71. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.

June 11, 2026
Date Issued

Allana McComb
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$11,250.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the amount of the interest on the last month's rent deposit	- \$50.29
Total amount owing to the Landlord	\$10,035.71