



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

File Number: LTB-L-025485-26

In the matter of: 02, 1560 Evangeline Dr
Oshawa ON L1J3T2

Between: Minhas Omar Landlord

And

Nicole-Marie Angeline Campbell Tenant

Minhas Omar (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole-Marie Angeline Campbell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 2, 2026.

The Landlord 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 testified that she moved out of the rental unit on May 31, 2026, but agreed that she had not returned the keys to the Landlord. The parties agreed the Tenant would return the keys and terminate the tenancy on June 3, 2026. Rent arrears are calculated up to the date the tenancy is terminated.
4. The lawful rent is \$1,700.00. 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 June 3, 2026, are \$5,467.67.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Issues the Tenant raised pursuant to section 82

8. Under Section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), at the hearing of an application for eviction because of rent arrears, a tenant can raise any issue that could otherwise be the subject of a tenant application made under the Act. In this case, the Tenant seeks to raise claims that the Landlord breached his maintenance obligations. The Tenant seeks an order for these claims under section 130 of the Act. Section 130 (5) of the Act states "No application may be made under this section more than one year after a reduction or discontinuance in a service or facility".
9. I find the Tenant has effectively raised her section 82 issues when she filed them with the Board on April 8, 2026. When I apply the one-year limitation period in section 130(5), I find the Tenant's section 82 issues can go back as far as April 8, 2025.
10. I summarize the Tenant's section 82 claims as follows:
 - Leaks in bedroom ceiling
 - damage to the floorboards
 - leak in the living room ceiling
 - inoperable lock
11. The Tenant's application is based on the rights and obligations set out in s. 20(1) of the Act which says:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

Tenant's Evidence

12. The Tenant testified to a leak in the bedroom ceiling on May 18, 2025, and telling the Landlord about the leak. She testified that the Landlord said it would be repaired within a week, but when she moved out of the unit on May 31, 2026, the ceiling still had not been repaired. A picture of the damage to the ceiling was submitted as evidence.
13. The Tenant testified that the floorboards were separating since she moved into the unit in November 2024 and throughout her tenancy the boards continued to separate.
14. The Tenant testified on February 20, 2026, she reported a leak in the living room ceiling to the Landlord. She testified that the Landlord attended the unit, viewed the leak and said he would return to fix the ceiling but that he never repaired it. A copy of a text message was submitted into evidence in which the Landlord stated that he had no budget for the repairs.
15. The Tenant testified that she informed the Landlord's daughter on December 31, 2025, that the ceiling was leaking again and as of January 17, 2026, she loss complete use of the bedroom because of the leaks.
16. The Tenant testified that the leaks were caused by the Tenant upstairs, and the Landlord told her to call the insurance company.

17. The Tenant testified on April 4, 2026, she found the lock on her door stopped working and the Landlord refused to fix it so she had to call a locksmith and have the lock replaced at a cost of \$75.00 in labour and \$36.00 for the lock.

Landlord's Evidence

18. The Landlord testified that the leaks were caused by the tenant upstairs leaving the shower curtain out and the tenant claimed that their insurance was going to pay to repair the damage.
19. The Landlord testified that he expected the Tenant would allow the upper tenant into her unit so he could take pictures and submit the claim to his insurance.
20. The Landlord testified that the upper tenant vacated the unit without fixing or paying for the damage.
21. The Landlord testified in November 2025 the Tenant's rent was decreased from \$1,800.00 to \$1,700.00 to compensate her for the leaks.
22. The Landlord submitted an invoice from a plumber who attended the unit on February 22, 2026, in which the plumber stated he was unable to view the damage to the ceiling because the Tenant refused entry. The Landlord also submitted a video of him attending the Tenant's unit and upon entering with proper notice, the Tenant refused entry because it was not during the time period she wanted him to attend.
23. The Landlord testified that the Tenant changed the lock and never provided him a key, even though he said he would attend the unit on Monday to fix it.

Analysis

24. Based on the evidence before me, I find that the Landlord breached his maintenance obligations by failing to address the leaks in the ceilings within a timely manner. Although he eventually attended the unit and was refused entry, this was 9 months after the Tenant had initially brought the leaks to his attention.
25. Furthermore, I find that the Landlord left the repairs to the responsibility of the upper tenant and failed to address the issue directly himself.
26. Given all of the above, I am satisfied that the Tenant is entitled to an abatement of rent of \$3,060.00. This is a 15% abatement for the month for the months of June 2025 through to May 2026. This amount will be deducted from the amount owing to the Landlord
27. The Tenant further sought \$2,150.00 for compensation for damaged or disposed items. I find that the Tenant led no satisfactory evidence as to the damage or value of the items alleged to be damaged. Additionally, the Landlord deducted \$100.00 per month from November 2025 through to May 2026 for a total of \$700.00 in compensation. Therefore, this portion of the claim is dismissed.

28. The Tenant sought \$111.00 for the replacement of the lock. The Tenant did not provide the receipt for the replacement of the lock and did not provide the Landlord with a key for the lock, therefore this portion of the claim is dismissed.
29. The Landlord collected a rent deposit of \$1,800.00 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.
30. Interest on the rent deposit, in the amount of \$67.16 is owing to the Tenant for the period from November 2, 2024, to June 3, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of June 3, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$726.51. 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 and the rent abatement/rebate awarded to the Tenant 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 July 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2026 at 4.00% annually on the balance outstanding.

June 24, 2026

Date Issued

Brenda Mercer

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	\$5,467.67
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$67.16
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$3,060.00
Total amount owing to the Landlord	\$726.51