



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-062989-24

In the matter of: 1 BDRM + DEN BASEMENT, 20 CATALINA
CRT
BRAMPTON ON L6Y2T4

Between: ADEOLA TAJUDEEN SORINOLA Tenant

And

DEGEN HAGOS Landlord
JESSIE CHEUNG HAGOS

ADEOLA TAJUDEEN SORINOLA (the 'Tenant') applied for an order determining that DEGEN HAGOS and JESSIE CHEUNG HAGOS (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.
- harassed, obstructed, coerced, threatened, or interfered with the Tenant (T2 Application).

The Tenant applied for an order determining that 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 (T6 Application).

This application was heard by videoconference on March 3, 2026, and May 5, 2026. The Tenant, the Tenant's Legal Representative, R. Cox, and the Landlord 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 to the Tenant, \$2,044.61.
2. The rental unit is a one-bedroom unit with a den, located in a basement of a single-family home. The tenancy commenced on January 1, 2022.
3. On July 16, 2024, water from the bedroom window flooded the rental unit during a heavy downpour.
4. On July 19 or 20, 2024, an insurance company attended the unit for an assessment. The Landlord claimed that they asked the Tenant to move his belongings from the impacted areas, including providing access to the bedroom window. The Tenant denied the claim.

Given the Landlord's testimony that the insurance company was able to determine that a category three event affected the unit, I am satisfied that they conducted a meaningful assessment without interference from the Tenant.

5. On July 23, 2024, the Landlord asked the Tenant to vacate the rental unit by July 26, 2024.
6. On July 26, 2024, the Landlord requested that the Tenant confirm if he vacated the unit.
7. On July 27, 2024, the Landlord informed the Tenant that demolition would be ongoing in the unit, and the Tenant should have vacated the day prior.
8. On July 28, 2024, the Tenant recorded a verbal communication between him and the female Landlord in which the Tenant was asked to vacate the rental unit for demolition work. This conversation included the Landlord saying professional movers were hired to remove the Tenant's belongings from the unit the next day and the Tenant responding that they were welcome to do so, but he needed more information on how long he would have to be away from the unit. The Landlord then gave the Tenant a Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex (N7) with a termination date of August 6, 2024. The Landlord alleged in the notice that the Tenant prevented the insurance company from completing the cleanup of the unit on July 20, 2024, and failed to be out of the unit for the emergency cleanup on July 26, 2024.
9. On July 29, 2024, the Landlord stated that the insurance company returned to the unit to start the emergency cleanup and to carry out further assessment, but the Tenant did not properly prepare the unit to facilitate the assessment. A document from the insurance company dated July 31, 2024, stated that the required emergency cleanup included applying an anti-microbial agent to the affected floor; water extraction, and floor clean up. Nowhere in the document does it state that they were prevented from a meaningful assessment.
10. On August 9, 2024, the Landlord informed the Tenant he could remain in the unit during renovations, and that they intended to remove the damaged floors and walls on August 12, 2024. The Landlord attached a document from their contractor stating that the Tenant would have to be available for the duration of the work to move his belongings from one spot to another.
11. On August 10, 2024, the Tenant requested a withdrawal of the eviction application which the Landlord filed based on the N7 notice. On August 11, 2024, the Landlord agreed to do so, if the Tenant permitted access to the unit. The Landlord withdrew the application in January 2025.
12. Between August 12 and August 14, 2024, the parties in emails tried to coordinate dates for the repairs. On August 12, 2024, for example the Landlord stated in an email to the Tenant that a date proposed by the Tenant was not feasible.
13. On August 31, 2024, - Landlord sent an email saying two walls in the unit would be demolished starting September 5, 2024, and failed to respond to the Tenant's request for details.
14. The Tenant stated that the Landlord did not carry out any repairs and provided pictures taken on February 22, 2026, showing the damage the flooding caused to the window in the bedroom, living room floor, and the bathroom. On August 6, 2024, the Tenant's

representative sent a letter to the Landlord about the state of the unit, and the Landlord's conduct.

15. The Landlord stated that on July 21, and 23, 2024, the Tenant agreed that the Landlord could go into the unit with movers to remove his belongings and store them somewhere else. On July 26, 2024, the Tenant postponed the entry and by July 28, 2024, refused entry completely.
16. The Landlord submitted that the Tenant's proposal to move his belongings from room to room was impractical given that the rental unit is a one-bedroom unit and a den. The Landlord has not visited the unit to address the flooding since July 29, 2024, and maintains that the Tenant has not made any complaints regarding disrepair.

Analysis

17. Section 20 (1) of the *Residential Tenancies Act, 2006* ('the Act') provides that 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. I am satisfied that the Landlord neglected this responsibility by failing to maintain the rental unit.
18. Based on all the evidence, the flooding incident occurred on July 16, 2024. The parties agree that contractors hired by the insurance company attended the unit on July 19 or 20, 2024, although the documentation from the insurance company indicates that an inspection did not take place until July 29, 2024. Following that date, the Landlord did not carry out any further inspections or repairs to the unit. The pictures provided by the Tenant, dated February 22, 2026, demonstrates that the water damage significantly worsened over time so that the area surrounding the window, as well as the floor and wall of the unit, are severely impacted.
19. The Landlord based the lack of repairs on the Tenant's alleged denial of meaningful entry to the unit. However, despite the earlier disagreement on whether the Tenant should remove his belongings from the unit or not, the evidence demonstrates that on August 9, 2024, the parties agreed that the Tenant could remain in the unit during the period of repair. As a result, the Tenant was no longer required to remove his belongings or temporarily vacate the unit. The Landlord did not provide any evidence to establish that at any time, the Tenant was given a Notice of Entry and subsequently denied access to either the Landlord or the Landlord's contractors. In the absence of such evidence, I do not accept the Landlord's claim that the Tenant prevented either an assessment or repairs from being carried out.
20. Furthermore, despite the Landlord's repeated assertions that he was not informed of any damage to the window and wall, he was aware that the unit was impacted as a result of the flooding, as shown in the insurance company's report. Despite this knowledge, the Landlord failed to carry out repairs, and the natural consequence of the Landlord's lack of diligence was the progressive worsening of the areas impacted by the flood as seen in the pictures from February 22, 2026.
21. Section 22 of the Act provides that a landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the

residential complex in which it is located for all usual purposes by a tenant or members of his or her household. In addition, section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.

22. The Landlord served the Tenant an N7 notice alleging that the Tenant prevented the completion of emergency clean up on July 20, 2024, and that the Tenant's failure to vacate the unit on July 26, 2024, resulted in further damage to the walls and flooring in the unit. However, these assertions are not supported by the evidence. The parties agree that contractors from the insurance company attended on July 20, 2024, for an assessment. The Landlord's own testimony confirms that the incident was classified as a category three event on that date. The insurance report does not indicate that an emergency clean-up could not be completed on July 20, 2024, because of any actions by the Tenant.
23. Furthermore, there is no evidence to establish that the Tenant was legally required to vacate the rental unit on July 26, 2024. Accordingly, the Landlord's claim that the Tenant's failure to vacate the unit contributed to additional damage is unsupported by any evidence.
24. Therefore, I find that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit and sought to coerce the Tenant into vacating the unit by serving the N7 Notice.
25. Due to my findings above, a rent abatement is appropriate in the circumstances. The Landlord will be ordered to pay the Tenant a rent abatement equal to 10% of the monthly rent paid by the Tenant. The parties disputed the amount of the monthly rent in part, but rent abatement is awarded here based on the amount of rent paid by the Tenant. No determination is made on the amount of the lawful monthly rent.
26. The Landlord will pay a total of \$1,996.61 to the Tenant, for the period from August 1, 2024, when the repairs should have reasonably commenced to June 19, 2026, the date of this order:
 - a. \$360.00 (10% of \$900.00 or \$90 monthly) from August 1, 2024, to December 31, 2024;
 - b. \$1,107.00 (10% of \$922.50 or \$92.25 monthly) from January 1, 2025, to December 31, 2025;
 - c. \$470.90 (10% of \$941.87 or \$94.18 monthly) from January 1, 2026, to May 31, 2026; and
 - d. \$58.71 (10% of daily compensation of \$30.96 or \$3.09 daily) from June 1, 2026, to June 19, 2026.
27. The Landlord will be ordered to immediately inspect the rental unit and carry out the repairs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,044.61. This amount represents:
 - \$1,996.61 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 30, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by June 30, 2026, the Landlord will owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.
4. **In the alternative**, if the Landlord does not pay the Tenant the full amount owing by June 30, 2026, the Tenant may recover this amount by deducting \$500.00 from the rent each month from July 1, 2026, to September 1, 2026; and \$544.61 on October 1, 2026.
5. The Landlord shall inspect the rental unit and carry out repairs to the area around the window, the wall and floor of the unit on or before July 10, 2026.
6. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 19, 2026
Date Issued

Jitewa Edu
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.