



Order under Section 69 Residential Tenancies Act, 2006

Citation: Asimco Textiles Inc. v Fournier, 2026 ONLTB 49728

Date: 2026-06-30

File Number: LTB-L-026494-26

In the matter of: 670 DOUGLAS ST
NORTH BAY ON P1B5N8

Between: Asimco Textiles Inc. Landlord

And

Naythan Fournier Tenant

Asimco Textiles Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Naythan Fournier (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 2, 2026, and June 9, 2026.

The Landlord's Agent, Asim Bhatti, the Tenant's Representative, Ben Brown, and the Tenant attended both hearings.

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,093.05. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$68.81. This amount is calculated as follows: \$2,093.05 x 12, divided by 365 days.
5. The Tenant has paid \$5,188.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$3,184.20.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Issues raised Under Section 82 of the *Residential Tenancies Act*, 2006

8. Section 82 of the *Residential Tenancies Act*, 2006 (the 'Act') provides a tenant the opportunity to present issues that they may normally be able raise on their own application when faced with an application for rent arrears from a landlord. The Tenant has complied with all of the service conditions required under section 82(2) of the Act.
9. The Tenant raised the following issues:
 - a) Water infiltration through the ceilings and walls of one of the bedrooms in the rental unit. Although addressed with the Landlord in January 2025, the damage continued to escalate until a portion of the ceiling caved in on March 5, 2026.
 - b) Water infiltration through the window frame in a different bedroom which resulted in mold and damage to the window, baseboards and walls.

Tenant Submissions

10. The Tenant testified that they had notified the Landlord of issues regarding the eavestrough being blocked and filled with debris and was not draining properly. As a result, there was a risk of icing, and freeze-ups due to damming of the water, and the colder temperatures at night.
11. The Tenant notified the Landlord of some dampness entering his daughter's room via the ceiling. There had been some saturation of the drywall in the ceiling. The Tenant presented a copy of an email sent to the Landlord on January 6, 2025 (DOC-8027215; pg 10), however stated that there was no response to this email.
12. A follow-up email was sent on September 2, 2025, with the Tenant stating concern that the issue might worsen if not addressed. (DOC-8027215; pg 11)
13. On January 21, 2026, the Tenant reported to the Landlord that there was additional water seepage coming into both children's respective bedrooms. The Tenant described water damage to the ceiling and wall in both bedrooms and noted the mushy and moldy wall in the Tenant's son's bedroom. The Tenant pointed to leaking from the ceiling in the daughter's bedroom, and from the window in the Tenant's son's bedroom. Photos were provided to the Landlord on the email. The email was presented at the hearing (DOC-8027215; pg. 12). The email also informed the Landlord that they were unable to use the bedrooms out of safety concerns due to the dampness, risk of cave-in and the existence of mold.
14. It was not contested that the Landlord sent people out to the rental unit in February 2026 to address the clogged gutters at this time. The Tenant testified that no attempt was made by the Landlord to enter the rental unit to inspect the interior damage.
15. On March 5, 2026, the Tenant reported to the Landlord that the drywall from the ceiling in the daughter's bedroom had caved in due to water saturation. A photo was presented that showed that the vapour barrier was bulging, and the discolored insulation (from being saturated) was causing the vapour barrier to break through the drywall. The tape that joined two drywall pieces at the ceiling stud had also fallen because of the break in the

drywall. (DOC-8027215; pg. 13, 36). When the Landlord gave testimony, he challenged this evidence stating that there was no water damage, and that the Tenant may have pulled the tape down himself.

16. The Tenant provided photos of the living conditions in the rental unit. Since the children were unable to use their respective bedrooms, they were required to use living room and kitchen space to sleep at night.
17. The ceiling in the daughter's bedroom was fixed as of May 29, 2026; however, it was noted by the Tenant that the method in which it was fixed does not appear to be within the rules of the building code. The drywall had significant gaps, vapour barrier was improperly applied over top of power junction boxes and some areas where moisture had already accumulated. Photos were presented at the hearing to corroborate this testimony (DOC-8027215; pg 26-29; 33).

Landlord Testimony

18. The Landlord testified that the Tenant was an employee of the Landlord from 2018 to 2022. The Landlord also testified that while the Tenant was an employee, the Tenant was paid to repair the roof in 2018.
19. The Landlord testified that he had offered several times for the Tenant to make the repairs himself, since the Tenant was also a trained contractor, however the Tenant refused because the remuneration was not enough.
20. The Landlord also testified that his employees were not willing to help because the Tenant owed the employees money from a separate employment arrangement with the Tenant's own contracting company. The Landlord also stated that the Tenant had called the police on the employee once due to an entry into the Tenant's basement. The Landlord had stated that notice had been given, however, it is noted that no proof of that notice was presented at the hearing. Under cross-examination, the Tenant challenged that the police were called because this was an illegal entry into the rental unit, as the employee going through the basement without any warning to the Tenant's spouse caused the spouse to call the police due to a potential home invasion.
21. The Landlord denied having been notified of ceiling leaks until March 5, 2026, when the ceiling caved in the daughter's bedroom. This was stated despite the Tenant's emails presented at the hearing.

Analysis- Maintenance

22. Much of the Tenant's claims falls under section 20 of the *Residential Tenancies Act*, 2006 (the 'Act'). Section 20(1) of the Act states:

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.

23. However, as established in the case of *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), it is not the existence of an issue regarding the repair or maintenance of a rental unit that determines a breach of section 20 of the Act, but rather, when the landlord is made aware of the issue and if the way they rectified the issue was done in a professional and timely manner.
24. Based on the evidence before me, I am satisfied that the Landlord has been aware of issues with the ceilings and water breaches in the unit since January 6, 2025. The email to the Landlord from the Tenant goes to the same email account that the Landlord responds from later.
25. Had the Landlord responded effectively to the requests in January and September 2025, there is a very strong likelihood that there would not have been a ceiling cave in and that both bedrooms would have been fully functional.
26. It is noted that the Landlord did not have any of the employees participate in the hearings to give evidence regarding whether they were in fear of having the police called if they carried out repairs at the rental unit. Furthermore, their submissions regarding the quality of the work would have carried more weight in the Landlord's claim that the repairs were completed to the rental unit. Without their testimony, I only have hearsay evidence from the Landlord when it comes to the completion of the repairs.
27. Although the Landlord stated that the Tenant was the one who repaired the ceiling initially in 2018, this does not change the fact that the Landlord is the one responsible for the maintenance of the property. If there was an issue with how the roof/ceiling was repaired to the landlord's property, the Landlord has sufficient legal recourse to take through the civil court system at the time if he felt that the service provided was insufficient.
28. The Landlord submitted that the Tenant was given an opportunity to mitigate the damage by having the Tenant make the repairs. Although the Tenant may be qualified to make the repairs, I would agree with the Tenant's assessment that the cost of making the repair would be of higher cost to the Tenant due to the difference in the payment of employees. The Tenant was not unreasonable when denying the offer.
29. I also took issue with the credibility of the Landlord, who asked the LTB to look at the photo of the ceiling in the daughter's bedroom which the Tenant relied on to show water damage. The Landlord accused the Tenant of tearing down the ceiling and said that the photo did not show any water damage. I take issue because despite the Landlord's testimony to the contrary, it was very clear that the insulation was saturated with water, the vapour barrier was literally bulging with water retention and that there was sufficient pressure generated by this water retention as well as additional water leaking from the vapour barrier to cause the ceiling to collapse.
30. I am satisfied that it was the Landlord's failure to effectively address the water breaches into the rental unit that resulted in the ceiling cave-in and mold issues, which necessitated the evacuation of those rooms until the repairs were made.
31. I am not satisfied that the delay in repairs was reasonable. Had the Landlord addressed the issues in a timely manner, then the greater damage that culminated in the ceiling cave in on March 5, 2026, would have been avoided.

32. I am not satisfied that the repair to the ceiling collapse in the daughter's bedroom has occurred in a reasonable amount of time, as it should not have taken over two months to complete a simple process. Although the bedroom looks to be suitable for habitation as of the second hearing date, I also note that it does not appear that the underlying problem of the water leak has been addressed, and if that is the case, this can only be considered a temporary fix at best.
33. I am not satisfied that the repairs to the son's bedroom have been completed. No evidence was presented to me by either side that confirmed mold remediation or replacement or repair of the window area where the water breach originated had occurred.
34. I am satisfied that the Landlord has breached section 20 of the Act by failing to properly address the water leaks, and damages caused by these leaks in a timely and effective manner.

Analysis- Substantial Interference

35. The Tenant has also claimed that the Landlord, by failing to address the maintenance issues, has substantially interfered with the Tenant's reasonable enjoyment of the rental unit.

36. Section 22 of the Act states:

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.

37. The Tenant provided evidence of interference by having to relocate their children's beds to common areas of the rental unit. I am satisfied that the Tenant had no other option in consideration of the circumstances.
38. Based on this circumstance, I am satisfied that the Landlord's failure to effectively and promptly address the maintenance issues in the rental unit resulted in the substantial interference of the Tenant's reasonable enjoyment of the rental unit.

Remedies Sought by the Tenant

39. The Tenant is seeking the following remedies:

- a) Rent abatement
 - i. 25% from January 2025 until January 2026, which is when the water issues were present, however the children still had use of their bedrooms; and
 - ii. 75% from February 2026 until the date of the hearing.
- b) Order the Landlord to properly make repairs by June 30, 2026; failing to do so to result in an additional 100% rent abatement until the repairs are made.
- c) Administrative fine to the LTB
- d) A recovery of loss wages, which was amended to compensatory damages of \$4,680.00 at the hearing.

40. Rent is \$2,093.05/month and due on the 1st of the month.
41. A rent abatement is a contractual remedy which is based on the idea that if you pay 100% of the rent, you are entitled to 100% of the goods and services you are paying for. In this case it is clear that the Tenant did not just lose access to two bedrooms after they had to relocate their children to other parts of the house but lost common areas that they once enjoyed as a result of the relocations necessitated by the Landlord's failure to properly maintain the rental unit.
42. The Tenant's correspondence with the Landlord via email since the January 2025 email showed that the Tenant was concerned with the potential of a ceiling cave in or water damage/mold in the rooms. This stress would warrant an additional abatement.
43. Based on the evidence before me, I am satisfied that the Tenant's claim for abatement is reasonable. However, it should be noted that, pursuant to section 29(2) of the Act, the LTB can only award for a rent abatement up to one year when the Tenant files their claim with the LTB. In this case, the Tenant presented their "Issues to Raise" document to the LTB on May 25, 2026. Therefore, the LTB can only award a rent abatement from May 25, 2025, until the hearing date.
44. Therefore, the following rent abatement shall be awarded to the Tenant
- a) \$3,869.28 from May 25, 2025, until January 6, 2026 (the date the TT informed the Landlord that they could no longer allow their children to stay in their respective bedrooms; and
 - b) \$8,618.78 from January 7, 2026 until June 9, 2026 (hearing date).
 - c) \$12,488.06 total rent abatement
45. The Landlord shall also be ordered to do the following:
- a) Have the damage assessed by a third-party contractor who is not affiliated with either the Landlord's or Tenant's businesses on or before July 31, 2026.
 - b) Any repairs recommended to be made by this contractor shall be completed by August 31, 2026.
 - c) If repairs are not completed by August 31, 2026, then a rent abatement of 75% shall start as of September 1, 2026, and shall continue until repairs are completed.
46. The Tenant is seeking \$4,680.00 in compensatory damages.
47. *Mejia v. Cargini*, [2007 CanLII 2801 \(ON S.C.D.C.\)](#) establishes that the LTB has the jurisdiction to consider compensatory damages, or what is considered damages for "pain and suffering". Although the quantum of loss wages is not a factor in which to consider when considering general damages, the fact that there was a level of pain and suffering due to hardship caused by the income loss, as well as discomfort caused by the inability to use the rental unit due to the unnecessary delays in repairs to the rental unit, I am satisfied that \$4,000.00 in general damages is appropriate in these circumstances.
48. Although an administrative fine is within the discretion of the LTB, a fine is generally issued when the quantum of the award to the Tenant is not sufficient to act as a deterrent to future breaches of the Act. In this case, the Landlord owes the Tenant \$13,117.86 (\$16,488.06 of arrears and compensatory damages less the rent arrears of \$3,370.20) and strict

conditions in which to properly repair the rental unit. I am not satisfied an additional fine would be prudent in this circumstance given the large amount owed to the Tenant. Therefore, the request for an administrative fine is denied.

49. Since the award to the Tenant greatly exceeds the arrears sought by the Landlord, I am satisfied that the Landlord's claim for arrears is discontinued. The Landlord shall pay to the Tenant \$13,117.86.

It is ordered that:

1. The Landlord is entitled to \$3,370.20 in rent arrears.
2. The Tenant is entitled to \$16,488.06 for rent abatement from May 2025 until the hearing date.
3. Since the amount owed to the Tenant is \$13,117.86 greater than the rent arrears, the Landlord's application is considered discontinued as of June 30, 2026.
4. The Landlord shall pay the Tenant \$13,117.86 on or before July 12, 2026.
5. If the Landlord fails to pay this amount by July 12, 2026, then the Tenant may exercise their option to withhold rent from the Landlord until the \$13,117.86 is exhausted.
6. If the Landlord does not pay the Tenant the full amount owing by July 12, 2026, the Landlord will start to owe interest. This will be simple interest calculated from July 13, 2026, at 4.00% annually on the balance outstanding.
7. The Tenant has a right to collect this amount at any time.
8. The Landlord shall:
 - Have the rental unit assessed for damages to the eavestroughs, soffits, roof, interior ceilings, and the walls of the children's bedrooms by a third-party contractor who is not affiliated with either the Landlord's or Tenant's businesses on or before July 31, 2026.
 - Any repairs recommended to be made by this contractor shall be completed by August 31, 2026.
 - If repairs are not completed by August 31, 2026, then the Tenant may withhold an additional 75% of rent as of September 1, 2026, and shall continue until repairs are completed. If this rent abatement is required, it shall be considered in addition to the rent abatement already owed.

June 30, 2026
Date Issued

Robert Brown
Vice Chair, Landlord and Tenant Board

Chris Dickson
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.