



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

File Number: LTB-L-025633-26

In the matter of: 1889 TAUNTON RD
HAMPTON ON L0B1J0

Between: DIPNARENE DOOKIE Landlord
JAGWANTIE DOOKIE

And

CHRISTOPHER DROZDIBOB Tenant

DIPNARENE DOOKIE and JAGWANTIE DOOKIE (the 'Landlord') applied for an order to terminate the tenancy and evict CHRISTOPHER DROZDIBOB (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 28, 2026.

The Landlord Dipnarene Dookie and the Landlord's Legal Representative Ravis Mohebbian 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,063.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$100.70. This amount is calculated as follows: \$3,063.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$56,515.00.
7. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the Residential Tenancies Act, 2006 (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes

any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.

8. At the hearing the Tenant challenged the lawful monthly rent and the quantum of arrears owing on the basis that the Landlord had unlawfully increased the rent. The Tenant testified that the rent was \$2800.00 on September 1, 2020. It was increased to \$2800 on March 18, 2022, to \$2900.00 on September 26, 2022 and increased again to \$3000.00 on December 15, 2022.

9. The Tenant confirmed that he had paid these unlawful increases, and the rent was subsequently lawfully raised to \$3063 on January 1, 2026.

10. Section 116(1) of the *Residential Tenancies Act*, 2006 (the 'Act') states:

116 (1) A landlord shall not increase the rent charged to a tenant for a rental unit without first giving the tenant at least 90 days written notice of the landlord's intention to do so. 2006, c. 17, s. 116 (1).

11. However, as the Tenant has paid the alleged unlawful increases I must also consider Section 136(1) of the Act, which states:

136 (1) Rent charged one or more years earlier shall be deemed to be lawful rent unless an application has been made within one year after the date that amount was first charged and the lawfulness of the rent charged is in issue in the application.

12. In this case the Tenant has paid the alleged unlawful increases for more than one year and has not brought an application where the lawfulness of the rent charged is an issue. Therefore, I am satisfied that the lawful monthly rent was \$3000.00 before it was lawfully raised to \$3063 on January 1, 2026, and I am satisfied that the quantum claimed by the Landlord is correct.

13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

14. The Landlord collected a rent deposit of \$2,650.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

15. Interest on the rent deposit, in the amount of \$269.43 is owing to the Tenant for the period from September 16, 2020, to May 28, 2026.

Section 82

16. The Tenant is entitled to an abatement of rent of \$13,017.75. This amount will be deducted from the amount owing to the Landlord.

17. At the hearing the Landlord's Legal Representative challenged the Tenant's ability to raise issues under Section 82 of the Act.

18. The Landlord's Legal Representative indicated that the Tenant had provided voluminous disclosure including pictures and invoices, and the Tenant did not use the Section 82 form. The Landlord's Legal Representative indicated that the issues the Tenant intended to raise were not clear and she still did not know what the issues were. She also indicated that the issue raised by the Tenant did not include sufficient particulars. The Landlord's Legal Representative therefore requested I not consider the issues raised under Section 82 of the Act.
19. I am satisfied that the Tenant should be permitted to raise issues Under Section 82 of the Act. However, I elected to limit the hearing to those issues I was satisfied contain sufficient clarity and particulars to allow the Landlord to respond.
20. The Tenant has submitted a six-page document entitled Submission for Tribunal (DOC-7975515) while this document is not in the Board provided Section 82 issued form. It clearly describes basement flooding and sewage issues and contains dates and times for these allegations. It also alleges that the flooding and sewage caused damage to the Tenant's property and damaged the kitchen of the rental unit. These allegations contain clear dates and times and clear details. However, many of the dates are outside of the Board's one year limitation period.
21. However, I find that some of the issues do not provide sufficient clarity to allow the Landlord to respond. The Tenant also alleges that the Landlord has not performed grass cutting and snow removal. This allegation contains spans 6 years contains few precise dates and times, most of which are outside the Board's limitation period. Therefore, I am not satisfied that this allegation contains sufficient clarity to allow the Landlord to respond.
22. I also note that the Tenant seeks a total abatement of \$120,445.90. This is more than the LTB's monetary jurisdiction. Under subsection 207(1) of the Residential Tenancies Act, 2006 (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Tenant may have to claim the full amount owing at the LTB or a court. The Tenant was made aware of the LTB's monetary jurisdiction and chose to proceed.

The Septic

23. The Tenant testified that in 2023 there was a septic backup in the basement, which was not resolved until June 20, 2025, when he paid to fix the septic system. He testified that the septic line is buried 8 feet deep and in 2023 there was a great deal of rain which caused the sewage to backup through the basement shower over a period of weeks.
24. The Tenant testified that the problem was ongoing, in 2023 the septic failed for a period of a few weeks, in 2024 the problem recurred, and the septic failed for a period of 4 months and in 2025 it failed from January until the Tenant had it repaired June 20, 2025.
25. The Tenant testified that in January 2025 the septic system backed up into the house. He testified that there was water flowing constantly for about 3 weeks. He notified the landlord who did not attend the property stating that he had health issues. He testified that on March 28, 2025, there was constant sewage flowing into the basement, he testified that he had set up a pipe to pump water out of the house, and remove the water and sewage.

26. The Tenant attributed this to a failure of septic bed, and the weepers having been run through the house into the septic system.
27. The Tenant testified that the Landlord did not take any steps to take remediate the failure of the septic system.
28. The Tenant relied on text message between himself and the Landlord. The Tenant directed me to consider a text to the Landlord on February 25, 2025, wherein he indicated that the septic system continues too occasionally back up. The text message also includes a picture of the backup. The Tenant testified that the Landlord claimed the ground was frozen and he could not do anything.
29. The Tenant testified that he hired Marc Dines Construction who dug up the septic system and performed a repair. The Tenant relied on an invoice from Marc Dines Construction dated June 18, 2025. It contains the following description of work performed:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Diagnostics, snaking and site inspection	570	570
2	Camera of drains to tank	630	1200
3	Excavate both tanks, assess problem, snake bed and	2200	3400
4	Excavation of solid 0, installation, materials	9400	12800
5	Excavation of weening area	4500	17300
6	Back filling with compaction, clean up, including 20	6380	23680
7	New clean out, and reinstall collars to sewage tank	2400	26080

30. The total amount due on the invoice is \$29,470.40. The Tenant testified that he paid this amount in cash. The Tenant testified that the invoice was the receipt.
31. The Tenant testified that the invoice was in word format because that was how it was given to him. When asked why it did not have an HST invoice or a business number he testified that this is what he was sent.
32. When I queried whether or not the Tenant had informed the Landlord that he intended to have the septic system replaced at his own expense, the Tenant testified that he reached out to the Landlord multiple times and was given a series of excuses ranging from the ground being frozen to his son being married to explain why the Landlord was not performing the septic repair.
33. The Tenant testified that his wife was hospitalized with pneumonia, which he attributed to the sewage flood. He testified that given the history of issues within the property and the Landlords lack of response he took action to fix the septic system himself.
34. The Tenant also testified that he had a final cleanup done in June 2025 after the system was cleared at a cost \$621.50. He relied on an invoice from Coulter Pumping dated June 6, 2025, in support of this claim.

35. The Tenant testified that the Landlord did not attend the property to assess or remediate the septic system until July 8, 2025, when he attended with a contractor who refused to work in the basement of the rental unit.
36. The Landlord testified that the septic backup occurred for a couple of days in 2023 and then the Tenant told him it was good. It then reoccurred for a few days in 2024.
37. He testified that in 2025 the Tenant informed him that it was happening again, but he had been attending a funeral at home and did not get the message until he came back and after he returned he started making inquiries into septic system repair but the ground was frozen at that time and he was only able to have the repair scheduled for July, 2025.
38. He testified that he and the contractor attended the rental unit on July 8, 2025, to inspect the septic tank and determine next steps and when they attended he was informed by the Tenant that the issue had been fixed.

The Damage to the basement

39. The Tenant testified that the multiple sewage backups caused damage to the basement. He testified that after the 2025 sewage overflow, he hired Paul Davis – a reconstruction company to assess the damage. The Tenant relied on a 17-page report compiled during the inspection of the rental unit. He testified that they attended the rental unit on August 21, 2025.
40. The Tenant testified that his property in the basement was damaged by the sewage backups. He testified that he had created his own estimate with respect to the damage to his property, however if he were to hire Paul Davis to create a more robust assessment they would assess everything that water had touched and he is trying to be fair and reasonable while Paul Davis would consider anything which had been touched by water to be damaged.
41. The Tenant testified that everything in the basement stinks of septic and sewage. He sought a total reimbursement of \$28,605.95 for damaged property broken down as follows:
 - clothing Christopher \$4000
 - Clothing Cassandra \$5000
 - shoes: 1800
 - 5 piece bedroom suite, solid wood sleigh bed \$4000
 - Queen size mattress and box-spring \$1200
 - bedding and comforters, \$800
 - Traktor Control s4 dj board \$1229
 - 2 behringer nekkst k5 powered studio monitors \$274 each, \$546
 - custom ordered macbook pro 14, 32 gig ram, 500 gig hd \$2690
 - london sunset commercial food dehydrator \$500
 - children's toys \$600
 - assorted luggage \$700
 - dandy chest freezer \$500
 - older amana fridge \$300
 - massage table \$350

- camping gear(stoves, tents, sleeping bags) \$1900
- Husky 20" floor polisher \$1700 (this is my replacement price, retail is \$2300)
- small assorted tools that were covered in sewage \$200
- folding futon and mattress \$900
- assorted food goods, dried food, preserves, etc \$200
- assorted planting seeds. We had over 100 types of seed for vegetables and plants stored in basement, they were destroyed by moisture. \$300
- oil paintings, which now smell like mould and sewage \$650
- assorted bee keeping supplies, which were stored in furnace room. \$250

42. The Tenant testified did not provide receipts and instead relied on the Pual Davis report. He testified that he was trying to be fair with his projected values, and if he had to pay Paul Davis to create a full itemised list of what was damaged, he would incur cross to do so, and the total claim would be higher. He stressed that he was not assessing the full value of the damages items and was trying to be fair.

The Kitchen

43. The Tenant also sought \$1500.00 to replace the kitchen flooring. He testified that the septic backed up into the second floor and spilled out of the kitchen sink and damaged the kitchen floor. He testified that this occurred in roughly April 2025. The Tenant testified that he sent pictures to the Landlord but could not recall when. On June 24, 2025, he removed the kitchen floor and replaced it.
44. During cross examination the Tenant testified that he had informed the Landlord about the kitchen via text but could not direct the Landlord's Legal Representative to the text at the hearing and confirmed that he did not obtain the Landlord's consent before replacing the flooring.
45. The Landlord testified that he had no idea about the kitchen flooring as the Tenant never made him aware of any damage to the kitchen flooring.

The Dryer

46. The Tenant testified that on September 7, 2025, the dryer stopped working and he called someone to fix it. He did not make the Landlord aware that the dryer had stopped working, as the Landlord had not fixed other issues.

The Basement

47. The Tenant testified that on September 10, 2025, he paid \$2,615.95 to have the basement mould and air tested by Frank Haverkate. The Tenant testified that the Landlord had agreed to have this testing performed after the backup in 2024 and did not do so. The Tenant testified that he asked the Landlord about the testing multiple times and the Landlord never followed up so he had the testing performed to ensure the unit was safe.

48. The Tenant directed me to consider a document containing the results of this testing from Sporometrics. The report indicates heavy presence of Escherichia coli and coliforms in the basement walls, basement floor, and main floor-hall floor.
49. He testified that it was recommended that the basement floor be removed and the basement be remediated. The Tenant testified that he sent the report to the Landlord, and the Landlord took no action.
50. The Tenant testified that while he is able to store some tools in the basement it is otherwise unusable, as it smells like sewage and is disgusting. The basement contains two bedrooms a secondary kitchenette, a bathroom and the furnace room. The Tenant described the basement as consisting of 40% of the rental unit.
51. The Landlord testified that on July 8, 2025, he asked the Tenant to remove his belongings from the basement so it could be cleaned and assessed but the Tenant refused to do so. The Landlord testified that he made a further request in email on August 18, 2025, but the Tenant refused to remove his belongings from the basement.
52. The Landlord testified that he has been unable to remediate the basement as the Tenant has refused to remove his belongings. He testified that the basement was crowded with equipment owned by the Tenant.
53. With respect to mold in the basement the Landlord testified that he looked at it and there were no visible signs of mold, and he would need to remove the flooring or drywall but has not done so because the Tenant has not removed his belongings from the basement.
54. During cross examination of the Landlord the Tenant asserted that the Landlord had asked him to committed insurance fraud by changing the invoice she had received into the Landlord's name. When this was put to the Landlord he testified that after he was made aware of the septic backup he reached out to his insurance company who requested that he provide the reports from trades who had worked on the rental unit and he forwarded this to the Tenant and requested that he provide these documents, but the Tenant did not respond.

Analysis

55. It was not disputed that there was a septic backup within the rental unit. However, I am not satisfied that an abatement of \$120,445.90 is appreciate.
56. While I am prepared to accept that there was a recurring issue with the septic tank, I find that it was more likely recurring rather than continuous, this was the testimony of the Landlord and is supported by the text message from the Tenant to the Landlord on February 25, 2025, wherein he indicated that the septic system continues to occasionally back up.
57. Many of these backups are outside of the one-year limitation period however, I have considered the 2025 backup and the Landlord's response.

58. Ultimately, I am not satisfied that the Landlord's response was reasonable in the circumstances.
59. I am prepared to accept that the Landlord's response was delayed by the winter months and the frozen ground and note that the Tenant himself was not able to have contractors attend to replace the septic tank until June 20, 2025, shortly before the Landlord's own contractor attended on July 8, 2025.
60. While I find that this explains of portion of the delay there still appears to be a gap of several months before the Landlord took any concrete action with respect to the septic backup. Despite having been aware for years that this was a recurring issue.
61. However, I am not satisfied that the Tenant is entitled to a rebate of \$29,470.40 for replacing the septic system himself. while I am prepared to accept the invoice relied on by the Tenant, this work was performed without the Landlord's consent or knowledge, and it does not appear that the Tenant made the Landlord aware that if the Landlord did not act the Tenant would complete the work themselves, instead the Landlord attended on July 8, 2025 intending to begin remediate of the septic system only to discover that it had already been completed by the Tenant without his knowledge.
62. Had the Tenant made clear to the Landlord his intention to preform the work if the Landlord did not act, and provided the Landlord with a quote I may be more inclined to award the rebate sought by the Tenant but this has not occurred here, Instead the Tenant has acted without the consent of the Landlord and without warning. Given that I have accepted that the Landlord was delayed by the winter and was in the process of securing trades to remediate the septic tank, I am not satisfied that this was reasonable.
63. With respect to the kitchen, I am not satisfied that the Tenant ever made the Landlord aware of the damage to the kitchen. The Tenant was unable to direct me to any documentation in support of this assertion, and the Landlord denied every having ben made aware of this issue. Therefore, I am not satisfied that it was ever brought to the attention of the Landlord. As the Landlord was not made aware of this issue or provided any opportunity to remediate it, I am not satisfied that they were in breach of their maintenance obligations.
64. With respect to the dryer, the Tenant's testimony was that he never made the Landlord aware of this issue before electing to replace it himself, again as the Landlord was not made aware of this issue or provide any opportunity to remedy it I am not satisfied that they are in breach of their maintenance obligations.
65. With respect to the damage to the Tenant's belongings I am not satisfied that the Tenant has demonstrated that they have incurred or will incur \$28,605.95 to repair or replace damage property. The Tenant did not rely on any receipts or invoices in support of the cost of the allegedly damage items, I note that the Paul Davis report relied on by the Tenant does not provide a list of items which were damaged or their value and merely provides a series of photographs of the basement. While some of these photographs appear to capture the belonging stored in the basement, It is not clear from these photographs exactly what items were damaged or the extent of such damage. Therefore, I am not satisfied that the Tenant has demonstrated that they are entitled to reimbursement of \$28,605.95.

66. I am however, prepared to accept that the Tenant has lost full use of the basement because of the septic backups and that there is mold in the basement as a result of the sewage backups. I am prepared to accept the mold resting report relied on by the Tenant which indicates heavy presence of *Escherichia coli* and coliforms in the basement walls, basement floor, and main floor-hall floor. I am also prepared to accept that there is a lingering door in the basement which makes it difficult for the Tenant to make use of the basement beyond tool storage.
67. However, I also accept that the Landlord has requested the Tenant removing their belongings, in particular their equipment from the basement so that it may be remediated and the Tenant has not done so, which has complicated the Landlord's remediation efforts.
68. Ultimately, I am satisfied that the Tenant is entitled to an abatement for the Landlord's failure to respond reasonably and promptly to the septic system backup, and the flooding it caused in the basement.
69. Recognising that the basement is approximately 30-40% of the rental unit, and in consideration of the Tenant's testimony that they have lost the use most of the basement beyond use as storage of I am satisfied that an abatement of 25% is appropriate from March 2025 to May 2026. This amounts to an abatement of \$11,486.25.
70. I am also satisfied that the Tenant is entitled to an abatement of 25% for June and July 2026, if the Landlord has not yet remedied the basement as of the date of this order. This amounts to an abatement of \$1,531.50.00
71. The Landlord shall also be ordered to remediate the basement by July 31, 2026.

Section 83

72. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
73. The Tenant testified to a monthly income of \$10,000.00 to \$12,000.00 per month against expenses of approximately \$10,913.00 inclusive of rent. He proposed a payment plan of \$1000.00 per month or a delay to June 30, 2026. Based on the Tenant's testimony the tenancy is only viable if his income remains on the high end of its range each month. Therefore, I have concerns with respect to the viability of the tenancy. Additionally, given the quantum of arrears outaying I find that the payment plan proposed by the Tenant would be prejudicial to the Landlord as it is in excess of 40 months.
74. As the Tenant sought a delay to June 30, 2026, and considering the date of this order I am therefore satisfied that a standard order is appropriate.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$46,746.25 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$49,809.25 if the payment is made on or before July 11, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 11, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 11, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$40,520.42. This amount includes rent arrears owing up to the date of the hearing 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 are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$100.70 per day for the use of the unit starting May 29, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 12, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 11, 2026, then starting July 12, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 12, 2026.
10. The Landlord shall remediate the basement of the rental unit by July 31, 2026 including by removing any lingering effects of sewage or waste water which has entered the unit, and by reducing the mold count for Escherichia coli and coliforms in the basement walls, basement floor, and main floor-hall floor.
11. The Tenant shall facilitate this remediation by removing equipment and belongings from the basement at the request of the Landlord or their contractors.
12. If the Landlord fails to remediate the basement on or before July 31, 2026 the Tenant is entitled to deduct 25% (\$765.75) of the rent each month as an abatement until the remediation is complete.

June 30, 2026
Date Issued

Reid Jackson
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 12, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$59,578.00
Application Filing Fee	\$186.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$13,017.75
Total the Tenant must pay to continue the tenancy	\$46,746.25

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 11, 2026

Rent Owing To July 31, 2026	\$62,641.00
Application Filing Fee	\$186.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$13,017.75
Total the Tenant must pay to continue the tenancy	\$49,809.25

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$56,271.60
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,650.00
Less the amount of the interest on the last month's rent deposit	- \$269.43
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$13,017.75
Total amount owing to the Landlord	\$40,520.42
Plus daily compensation owing for each day of occupation starting May 29, 2026	\$100.70 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

