

*Interpretation Guidelines are intended to assist the parties in understanding the Board's usual interpretation of the law, to provide guidance to Members and promote consistency in decision-making. However, a Member is not required to follow a Guideline and may make a different decision depending on the facts of the case.*

This Guideline deals with the responsibility of landlords to maintain residential complexes and rental units and with the appropriate choice of remedies.

Section 20 of the *Residential Tenancies Act, 2006* (the "RTA") states as follows:

- (1) 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.
- (2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement.

A tenant may apply to the Board under paragraph 2 of subsection 29(1) of the RTA for an order to determine if the landlord is in breach of these obligations.<sup>1</sup> If the Board determines that a breach occurred, section 30 provides a number of available remedies that may be ordered, including ordering the work to be done, abatement of rent, and termination of the tenancy. The Board may also order the landlord to pay compensation to the tenant for the cost of repairing or replacing property damaged, destroyed or disposed of as a result of the landlord's breach, as well as other reasonable out-of-pocket expenses.

### **The Intention of the Legislation**

The intention behind sections 20, 29 and 30 is to make landlords responsible for maintaining their complexes, and not to limit their obligations by transferring them by agreement to the tenant. If a tenant agreed in a lease to assume the responsibility to

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<sup>1</sup> This guideline does not discuss the additional responsibilities under section 161 for mobile home parks or land lease communities. For a mobile home park or land lease community, the landlord has additional specific responsibilities under section 161, such as garbage removal, park roads maintenance and sewage disposal, etc. Although these obligations may also be enforced under subs. 29(1), they are not specifically addressed in this Guideline.

maintain any part of the unit or complex, beyond ordinary cleanliness and damage, this would not be enforceable.<sup>2</sup>

The statute should be interpreted in a way which encourages the best maintained complexes and units. The landlord is required to rectify maintenance deficiencies and meet applicable standards. When a deficiency is found, the breach of maintenance obligations will generally result in an order under section 30. In some situations, the landlord will also be ordered to compensate tenants for problems of which the landlord was aware, but took no action to rectify.

It is not a proper defence to such an application that the landlord needs the money for other purposes, even for other repairs. If there are many repairs necessary in a complex, the Member could take into account that some work should come first, and delay an order for other repairs. However, the obligation to maintain residential premises is not subject to whether the landlord has available funds.

### **Obligation Extends to the Residential Complex**

The residential complex extends beyond the rental unit occupied by the tenant, to include the facilities and common areas provided for tenants by the landlord. This includes the lobby, hallways, stairwells, laundry facilities, parking areas, exterior grounds, recreational facilities, etc.<sup>3</sup>

Any physical facilities which the landlord can be found to have rented to the tenant, or permitted the tenant to use, should be maintained by the landlord. This may include facilities not immediately adjacent to the complex, but which the landlord has specifically agreed to provide (such as a swimming pool at a nearby building, parking in a separate lot, storage elsewhere, etc.).

In *Quann v. Pajelle Investments Ltd.*<sup>4</sup>, it was held that:

In our day and age, the urban lease of an apartment in a substantial building gives to the tenant a package of goods and services. Those goods and services include not

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<sup>2</sup> See *Fleischman v. Grossman Holdings Ltd.* (1976), 16 O.R. (2d) 746 (C.A.) regarding exclusionary clauses in leases and *Burt Dozet Management Inc. v. Goharad* [2001] O.J. No. 695 (Div. Ct.)

<sup>3</sup> In *Herbold v. Pajelle Investments Ltd.*, [1976] 2 S.C.R. 520, the Supreme Court of Canada held that rented premises extend beyond the rental unit and include the facilities and common areas provided to the tenants. This has been further clarified in the *TPA* by the use of the terms “rental unit” and “residential complex”.

<sup>4</sup> (1975) 7 O.R. (2d) 769 (Co.Ct.)

only walls and ceilings but adequate heat, light, and ventilation, serviceable plumbing facilities, secure windows and doors, proper sanitation and maintenance, the rights guaranteed to the tenant ...If the duty of the landlord is not fulfilled the tenant has the right to seek relief ...

A landlord may assert that they have a good program of maintenance and repair, including preventative maintenance and a system of processing complaints. This is not a release of the landlord's responsibility to respond to a real problem. It is reasonable management practice to answer maintenance requests in the order of their urgency (e.g., water leaks come before a loose wall tile), but all legitimate requests must be answered within a reasonable time.

### **A Landlord's Right to Enter a Unit to Check Maintenance Issues**

Paragraph 4 of subsection 27(1) the RTA permits a landlord to enter a rental unit to carry out an inspection where notice is provided 24 hours before the time the landlord intends to enter provided that:

- i. The inspection is to determine whether or not the unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards consistent with the landlord's obligations under subsection 20(1) or section 161, and
- ii. It is reasonable to carry out the inspection.

### **When Can An Application Be Made?**

An application must be made by the current or former tenant within one year of the date the alleged breach occurred<sup>5</sup>. Counting a year from an event, such as an illegal entry, is not difficult, but a breach of a maintenance obligation or non-compliance with standards occurs over a period of time, and it is often impossible to determine when it started.

The intention behind a limitation period is that the applicant has only a certain time to bring the complaint and obtain a remedy. If the applicant leaves the issue too long, it reduces the respondent's ability to answer the allegation. A unit or complex may have numerous problems which started at various times and gradually worsened to arrive at a state of non-repair which caused the tenant to apply.

In view of the policy intent to encourage better maintenance, the Legislature cannot have intended to impose a one year limitation from the start of each breach. The breach of

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<sup>5</sup> Subsection 29(2) of the RTA

obligations is a continuing event. However, the tenant may not raise any item which was rectified by the landlord more than one year before the application was filed.

### **Rent Payment Into the Board**

Clause (b) of subsection 195(1) indicates that where the Board considers it appropriate, the Board may permit a tenant who is making a maintenance application to pay some or all of their rent into the Board. Subsection 195(5) states that if such a payment is allowed, it is not considered to be arrears of rent or a breach of the tenant's obligations. As discussed in Guideline 2 "Payment Into the Board", such requests will only be granted in special circumstances.

See Rule 31, Paying Money into and Out of the Board for details on the procedures for requesting payment of rent into the Board.

### **What Issues Should be Permitted at the Hearing**

The applicant has an obligation to set out the nature of the issues being raised, so that the respondent has the opportunity to prepare for the hearing. The items alleged to be in need of maintenance or repair or failure to meet standards should be set out on the application form, as should any claims for compensation for damaged, destroyed or disposed of items. If no details are set out, the application could be dismissed, or the applicant may be allowed an amendment to provide details. In some cases this will cause an adjournment to allow the landlord to prepare to meet those issues.

Even if the tenant has been specific in the application about the items which require repair or are below standards, or about compensation claims, they may try to raise further items at the hearing. The Member will have to decide whether to permit these additional items, usually after hearing the tenant's explanation of why they were not raised before, and the landlord submissions about any prejudice they may suffer in responding to the new items. The new items must have a connection with the items raised initially.

### **Applying the Tests to Each Item**

Each item raised by the tenant which was not remedied within the last year must be considered under all the tests in section 20. For example, with a complaint of lack of heat, the Member will have to consider whether this is failing to maintain a good state of repair, whether the premises are unfit for habitation because of the lack of heat, and whether the

landlord has thus failed to comply with standards. If the problem alleged by the tenant falls into any of these categories, it will justify a finding of breach of obligations.

In general, where there is a conflict between what the Member believes would be required by “good state of repair and fit for habitation” and the standard imposed by the responsible public authority, and the landlord has met the standard, the Member should not find the landlord in breach of section 20.

### **Good State of Repair**

The landlord’s obligation under section 20 to provide and maintain the premises in a good state of repair is very broad. It would include anything that was capable of being repaired. The full extent of the obligation does not depend on the tenancy agreement.

### **Fit for Habitation**

A number of cases have also considered the meaning of “fit for habitation”. Summers v. Salford Corp.<sup>6</sup> is the leading case from Britain. The Court held that if the state of disrepair is such that by ordinary use, damage may naturally be caused to the occupier, either in respect of personal injury to life or limb or injury to health, the house is considered not reasonably fit for habitation.

This phrase “fit for habitation” is not the standard expected, and should not be used to limit or qualify “good state of repair”. Generally, it is enough for any part of the premises to be unfit. Examples would include infestations of rodents or vermin, bathrooms with backed-up sewage, rooms with broken windows, etc.

### **Health, Safety, Housing and Maintenance Standards**

Most standards are found in municipal property standards by-laws, but may also be provincial standards such as the fire code, elevator standards or the provincial standard under the RTA (see below). The tenant has the obligation to bring the standard to the attention of the Member, usually by filing a copy of the by-law, RTA or other document either before or at the hearing. However, the Member may on his or her own initiative refer to the standard.

If a notice of violation, work order or other order has been issued for this complex or unit, it represents a finding by a public official that the landlord has not complied with the

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<sup>6</sup> [1943] 1 All E.R. 68

standard. Once the tenant files a copy of the notice or order, a Member will be entitled to accept this as evidence of non-compliance with a standard. However, the landlord is entitled to have the issue determined by the Board if they dispute the notice or order. In such a case, the landlord must raise this dispute, file the document and bring forward evidence to prove their position.

A landlord may argue that the work order has not taken effect, and should not be considered, if the time for compliance has not yet expired. In fact, many work orders are issued after non-compliance with a standard has existed for some time. The fact that the landlord has been given more time by another authority to rectify the problem does not mean that there is no problem. The issue should not be dismissed on this basis. Of course, if the work order was the first way that the landlord discovered this problem existed, the fact that the compliance period has not yet expired for a non-urgent item may indicate a different remedy than a long-standing problem that was ignored.

A landlord may also argue that actions taken by the public authority pursuant to the work order, such as prosecution of a provincial offence, should be considered as penalty enough for the non-compliance with the standard. However, the Member must still determine whether there was non-compliance with a standard, although it may be taken into account that the landlord has paid a fine in deciding what remedy is appropriate.

If no complaint has been filed with the appropriate public authority, it is then necessary for the Board to hear evidence on the issue and come to its own conclusion.

If the applicant submits that a maintenance condition does not meet a standard, but has no evidence at the hearing of the exact nature of the standard, the Member may consider the item under the other tests (good state of repair or fit for habitation). However, the landlord is entitled then to introduce the standard, and to show that they are meeting it.

### **Provincial Maintenance Standard**

Work orders will also be issued by the Ministry of Municipal Affairs and Housing for municipalities which do not have their own property standards by-laws. These orders are authorized by the provincial maintenance standard set out in the regulations.<sup>7</sup>

Some tenants may wish to use the provincial maintenance standard, even though their own municipality has a property standards by-law. However, section 20 requires landlords to comply with standards and this must be read as meaning only those standards which are enforceable for that complex.

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<sup>7</sup> O. Reg. 517/06

## **What is Not Required by This Landlord Obligation**

Landlords may choose to undertake programs of preventative maintenance. However, a tenant cannot insist that their landlord undertake specific preventative maintenance work as a necessary repair.

When landlords undertake repairs, there is often a dispute between the parties about whether the repairs were properly done. The tenant has no right to insist upon a standard of perfection regarding repairs. By the same token, a landlord is not entitled to rely upon repairs that were improperly done as a complete answer to the need for repairs, especially if the repairs had no effect or resulted in a need for further repairs.

## **Where the Problem Has Been Repaired/Rectified**

The tenant must apply within one year after the breach of obligation existed, but the fact that a problem has been rectified before the application was filed does not exclude it from consideration. However, it would appear that the cases generally support the principle that, if the landlord responded within a reasonable time, and the response was appropriate to effect the repair, no abatement or other remedy should be ordered.

Timeliness of response depends on a great number of factors, but principally on the seriousness of the state of non-repair and its possible effects on the tenant and the availability of materials and possibly contractors to do the repairs. The tenant may also be alleging that the repairs attempted by the landlord were ineffective or badly done, which has reduced the value of the unit or left the same problem unremedied. These issues must be addressed directly through evidence and decided by the Member.

## **Tenant Conduct that will Result in Dismissing a Claim**

Section 34 of the RTA provides that the tenant is responsible for the repair of any undue damages to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, other occupants of the rental unit or persons who are permitted in the residential complex by the tenant. Thus, if the landlord alleges that the repairs requested by the tenant were in fact the tenant's responsibility, this issue must be decided by the Member.

Similarly, it may be necessary to hear evidence regarding an allegation that the tenant or persons they permitted on the premises contributed to the severity of the maintenance problem, or aggravated its repair. The tenant may have unreasonably prevented the

landlord from entering the unit to assess the problem or make the repairs. In such a case, the repair may still be ordered to be done by the landlord or the tenant, but the tenant's conduct may result in no abatement or other remedy.

## **REMEDIES THAT MAY BE ORDERED**

Assuming that the Member has heard the evidence and decided that there has been a breach of the landlord's obligations, there are a number of factors that should be considered before arriving at the remedy or remedies to be included in the order.

The Member should ask for submissions from the parties specifically about the remedies that are appropriate for each item. The applicant and respondent may have discussed the dispute and come to some conclusion concerning the type or amount of relief to be given, although a Member is not bound to follow a joint submission.

### **Whether Tenant Notified the Landlord**

Subsection 30(2) of the RTA states that, in determining the remedy, the adjudicator shall consider whether the applicant advised the landlord of the alleged breaches before filing their application. If the tenant failed to notify the landlord before making the application, it does not mean that the application must be dismissed, or even that this item should be dismissed.

Although the best practice for a tenant is to notify a landlord in writing of any serious problem, this provision does not require the notice to be written. Where the tenant alleges there was oral notice, they must convince the Member through their testimony that notice was given to the landlord or an employee, and when.

However, failure to advise the landlord will affect the remedies to be ordered, unless the landlord knew about the problem already or should have known. An applicant should not be awarded less relief than another tenant if they reasonably believed other tenants had already complained or the problem should have been obvious to the landlord or their employees.

#### **A. Order the Landlord to Do the Work**

Section 30 permits the Member to order the landlord to do specified repairs or replacements or other work within a specified time.

Most tenants apply because they want the landlord to be ordered to do the repairs or replacements. Thus, where these applications are mediated or settled, the agreement will usually include the landlord's promise to do the agreed work by a certain date.

An order should be very specific about the repairs or replacements that are required and by what date. The time allowed should be realistic given the season and any other factors that may delay the work. A Member may order that a tenant can deduct an amount from future rent payments if a landlord fails to comply with the order within a specified period of time.

## **B. Authorize the Tenant to Do the Repairs or Replacements**

Section 30 allows a Member to authorize a repair or replacement that has been or is to be made and order its cost to be paid by the landlord to the tenant.

This will be an appropriate remedy where the failure of the landlord to comply with their maintenance obligations has resulted in the tenant being forced to do the repair or replacement. For example, if a tenant has already paid to have their refrigerator repaired, the Member could authorize the repair and order the landlord to refund the tenant the cost they incurred (so long it is reasonable) by a specific date or to deduct the amount from the rent.

In general, if repairs or replacements have not been done yet, difficult repairs or replacements and those that must be done consistently with similar work in the complex should usually be done by the landlord.

Where the repairs or replacements could be properly done by the tenant, the best order may be a combination. For example, the landlord could be ordered to do specified work by a specific date, failing which, the tenant would be authorized to do the same work, and deduct a specified amount from the rent. It would usually be advisable to have evidence, through estimates, of the cost of the repairs or replacements.

Section 207 of the RTA allows the adjudicator to set out recovery provisions in the order in the event that the landlord does not pay the tenant the lump sum amount ordered.

## **C. Order an Abatement of Rent**

Section 30 allows a Member to order an abatement of rent. This is a monetary award expressed in terms of past or future rent. It may be a lump sum payment the landlord is ordered to pay the tenant, which effectively orders the landlord to give back part of the rent paid. It may be an order to allow the tenant to pay less rent by a certain amount or

percentage, or even to pay no rent, for a specified time period. It could also be a combination of these.

This remedy is not appropriate where the landlord was not aware of the problem until the application was filed, but they should be ordered to fix the problem. If the landlord has already rectified the problem, and did so within a reasonable time, an abatement is not appropriate.

There is no guidance in the RTA to assist the Member in determining the amount of an abatement of rent. In determining the amount to be ordered, the Member will consider the period of time that the problem existed and the severity of the problem in terms of its effect on the tenant.

The test should be the impact on the average tenant or the impact a reasonable person would expect this problem to have had on a tenant. If the tenant has a particular susceptibility to this particular problem, the landlord can only reasonably be liable to the tenant for more significant penalties if it can be shown that the landlord knew of the particular condition of the tenant.

This remedy should not be seen as punishment for landlord conduct or inaction. It is compensation to the tenant for the inadequate state of repair and any inconvenience or actual loss of use of the rental unit or common facilities.

### **Effect of the Rent Level on the Abatement**

The usual approach will be to look at an abatement as a portion of the rent. In other words, a Member will assess what percentage of the package of shelter and services rented by the tenant is not available to the tenant. That will then be expressed as a dollar amount, and logically this will be greater if the rent is greater.

In a rental unit with a low rent, or a lower rent than for similar units nearby, the landlord may argue that the maintenance standard expected would be somewhat less, and there should be no abatement or a minimal one. However, it must be remembered that the RTA guarantees adequate maintenance even if the tenant accepted the unit "as is". This is what one Ontario Court Justice stated about this issue:

It is clear from the existing jurisprudence that there is no magic formula for determining what is an appropriate amount for an abatement...And while a tenant cannot reasonably expect luxury accommodation for marginally economic rent, even at the low end of the market a tenant is entitled to certain minimum guarantees.<sup>8</sup>

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<sup>8</sup> Prenor Trust Company of Canada v. Karen Forrest [1993] O.J. No. 1058 (Ont. Ct. J.)

The other side of this issue is whether a higher rent entitles a tenant to better maintenance, and thus faster repairs, a wider responsibility for repairs and higher abatements if repairs are not done. This would seem to be an expectation related to the contract, rather than a tenant protection intended by the statute. Section 20 should not be interpreted in this way.

### **Knowledge of the Landlord**

A landlord may assert that they are not liable for the unexpected results of maintenance problems of which they were not aware or that they could not reasonably be expected to have knowledge of. This is indeed the law, as established by two Ontario Court of Appeal decisions. The Court rejected the claim for damages to a tenant who fell through rotting steps, of which the landlord was unaware.<sup>9</sup> However, in a similar case in which the tenant had advised the landlord of the wobbling stairs, the Court found the landlord liable for damages.<sup>10</sup> These were claims for “damages” but the same principle applies to abatements.

### **Is There Liability for Abatement During Repairs or Replacements?**

In some past decisions, the Court ordered landlords to pay an abatement of rent for the period of major repairs done for the tenant’s benefit. This reflects the loss of use of part of the unit or services, and from one point of view this loss was directly caused (at least in some cases) from the landlord’s failure to do work earlier. The opposite viewpoint is that such an abatement is counterproductive because the landlord will not have enough funds to do the work, and will discourage landlords from doing necessary improvements.

The Supreme Court of Canada set out the basic rule in Herbold v. Pajelle Investments Ltd.<sup>11</sup>. The Court held that only in the most exceptional cases should an abatement of rent be granted for failure to provide common facilities and services during a short period required for necessary repairs and renovations. The Court noted that where there are long and important delays in providing these things which the landlord is responsible for

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<sup>9</sup> In McQuestion v. Schneider (1975), 8 O.R. (2d) 249 (C.A.), the Court rejected the tenant’s argument that this duty to repair imposed a strict or absolute liability on the landlord.

<sup>10</sup> In Dye v. McGregor (1978), 20 O.R. (2d) 1 (C.A.), the Court found that this notice was sufficient to establish some degree of want of repair and found the landlord liable.

<sup>11</sup> [1976] 2 S.C.R. 520

providing, an abatement should be ordered. In Greenbranch Investments Ltd. v. Goulborn<sup>12</sup> the Court of Appeal held that repairs done by the landlord in that case did not deprive the tenants of the physical use and enjoyment of their premises.

Section 8 of O. Reg. 516/06 sets out criteria to be applied by the Board in determining whether there is substantial interference when a landlord does maintenance, repairs or capital improvements, criteria for determining whether to order an abatement of rent, and rules for calculating an abatement. These rules must be applied in an application for a finding that the landlord has substantially interfered with the reasonable enjoyment of the unit by the tenant, but they do not apply to an application for a finding that a landlord has failed to repair or maintain the unit or complex.

If a landlord has done little maintenance for an extended period, and a serious condition results that takes some time to rectify, the landlord should be responsible for the tenants' loss of use of their unit or common facilities during the repairs. However, if the landlord has a reasonable program of maintenance, including preventative maintenance, and is acting responsibly to rectify a problem that requires extensive repairs, an abatement of rent should not be ordered.

This approach imposes greater liability on landlords who do not meet their maintenance obligations, while encouraging responsible landlords to undertake major projects.

Thus, although proving that there is good maintenance of a complex will not avoid a finding that specific maintenance problems exist and must be rectified, it will affect the abatement remedy. Thus, it is only where the tenant has claimed an abatement of rent and that remedy is available that evidence of a good maintenance program should be accepted.

#### **D. Termination of the Tenancy and Eviction of the Tenant**

These remedies should be used in serious cases and only where the tenant requests them or a public authority has required the unit to be vacated. These remedies may also be ordered on consent of both parties if, for example, they both feel the relationship cannot continue.

If the rental unit is not fit for human habitation, the tenancy should be terminated. For example, if this occurred due to a disaster such as flooding, and the landlord does not wish to restore the unit immediately and make provisions such as a hotel to bridge the time, the tenancy could be terminated retroactively to the date of the flooding, with an abatement ordered from that date on (similar to compensation in the other direction).

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<sup>12</sup> [1972] O.J. No. 956 (C.A.)

The Member may also choose this remedy if the condition of the unit is so poor as to threaten the safety of the tenants or threaten their well-being. However, ordinarily the landlord should have had a reasonable opportunity to rectify the situation before termination is ordered.

Where an eviction of the tenant is ordered, the effective date of the eviction may not be earlier than the termination date specified in the order.

#### **E. Order the Landlord to Pay a Specified Sum to the Tenant**

The Member may order the landlord to pay the reasonable costs the tenant has or will incur to replace property where the tenant's property has been damaged, destroyed or disposed of as a result of the landlord's breach. These costs should only be awarded where repairing the property is not a reasonable alternative.

The Member may also order the landlord to pay the tenant compensation for other reasonable out-of-pocket expenses that the tenant has or will incur as a result of the landlord's breach.

#### **F. Prohibit Rent Increases**

The Member may also prohibit the landlord from:

- i. charging a new tenant an amount of rent in excess of the last lawful rent charged to the former tenant;
- ii. giving a notice of a rent increase; or
- iii. taking any rent increase for which notice has been given if the increase has not been taken before the date of any order the member may issue under this section.

Any of these remedies may be included in an order for the period until the landlord:

- i. has completed the items in work orders for which the compliance period has expired and which were found by the Board to be related to a serious breach of a health, safety, housing or maintenance standard; and
- ii. has completed the specified repairs or replacements or other work ordered under paragraph 4 of section 30 found by the Board to be related to a serious breach of the landlord's obligations under section 20(1) or section 161 of the RTA.

**Note that a Member must find that a landlord has not completed the items in a work order or orders relating to a “serious” breach of the relevant standard or obligation. What constitutes a serious breach is discussed under “Serious Breach of Landlord Obligations” in Guideline 7, Relief from Eviction.**

### **G. Any Other Order that is Appropriate**

Section 30 also permits the Board to make any other order that it considers appropriate.

The Board has the authority under the *Statutory Powers Procedure Act* to issue interim orders. This may be an appropriate remedy when the landlord has shown no inclination to do the work required, and the Member does not believe that an order to do the work will be respected. This would be especially applicable where authorizing the tenant to do the work would not be appropriate because of the nature of the repairs needed. The Member could issue an interim order assessing an abatement of rent of an appropriate amount for each month until the landlord completes the repairs. This will encourage the landlord to do the work expeditiously.

For cases in which the work should be done very quickly, the decision on the abatement could be delayed by adjourning the case for a short period, allowing the landlord to return on a later date to show the work is completed. The advantage of this approach is that it encourages the work to be done, while not putting the Member in the position of issuing a final order with conditions (which may be difficult to enforce for the tenant). Usually a date for the adjourned hearing should be set, but in appropriate cases the hearing could be adjourned without a date, allowing any party to bring it back on with seven days notice to the other parties.

Another option would be to order the landlord to do the specific repairs within a specific period, but also order that, failing the work being done within that time, the tenant may recover the appropriate amount to do the work through deductions to the rent. Alternatively, if the landlord failed to do the work by the deadline, the tenant would be entitled to a rent abatement for each rental period until the work was completed.

The Member may also combine any of the above mentioned remedies where they believe it is appropriate to do so.