



Order under Section 30 Residential Tenancies Act, 2006

Citation: Kichenko v MetCap, 2026 ONLTB 556

Date: 2026-01-08

File Number: LTB-T-064828-24

In the matter of: 107, 55 TRILLER AVE
TORONTO ON M6R2H6

Between: Dmytro Kichenko Tenant

And

MetCap Landlord

Dmytro Kichenko (the 'Tenant') applied for an order determining that MetCap (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.

This application was heard by videoconference on December 10, 2025.

The Tenant, the Landlord's agent Fjoralba Jano and the Landlord's representative Lavinia Volney attended the hearing.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: that the Landlord failed to maintain the rental unit in a good state of repair after a leak in the rental unit on August 9, 2024.
2. Therefore, the Landlord must compensate the Tenant in the amount of \$344.45 plus the filing fee.
3. The Tenant filed their T6 application on August 12, 2024. I did not hear a majority of issues which were outlined in the Tenant's application. The Tenant indicated that some of the issues described were merely included as background information, such as there having been a mouse in the rental unit a few weeks before filing the application. Other issues could not be heard because they were not maintenance related claims, but instead related to substantial interference with the Tenant's reasonable enjoyment. These types of interference issues should instead form the subject of a T2 application, and include that that cars in the building complex's were broken into in 2023.

4. The two issues which were heard had clear dates and descriptions outlined in the application and were drafted in a clear enough manner that I found the Landlord was put on reasonable notice of the Tenant's claims. These were: 1) that there was a leak in the Tenant's bedroom on August 9, 2024 which caused water damage and mold, and 2) that there was a cockroach infestation in the rental unit which began in the Summer of 2023.

Cockroach infestation

5. The Tenant testified that around September 14, 2023 he began to notice cockroaches in the rental unit. After notifying the Landlord about the issue on September 14, 2023, the Landlord conducted a fumigation treatment on September 28, 2023. This treatment did not work, and in early October 2023 the Tenant notified the Landlord that the issue was continuing. On October 12, 2023 the Landlord conducted a second treatment. After this point in time, the infestation persisted but the Tenant did not actively reach out to the Landlord to let them know about the issue or seek out further treatments.
6. Section 30(2) of the Act requires me to consider whether the Tenant notified the Landlord about a maintenance breach before applying to the Board, in deciding whether to order a remedy. In this case, I find that the Landlord acted promptly in conducting the first two treatments, and without being made aware of the continuing problem, it is not appropriate to order a remedy. It is common that in pest control situations more than one treatment may be necessary to eradicate an infestation. A Tenant is required to take steps to minimize the losses they are experiencing pursuant to section 16 of the Act, which in pest control situations, involves reaching out to the Landlord so that professional treatments can be conducted. I am not satisfied that the Landlord failed to maintain the rental unit with respect to this issue. This issue was dismissed in the hearing.

Leak in bedroom

7. The Tenant testified that water began to leak up and through the floor of his bedroom on August 9, 2024, which continued until August 21st or August 22nd. The Tenant lives in a two-bedroom unit, with a den on the first floor of the complex. The Tenant notified the Landlord the same day the issue arose. The Landlord's agent testified that on August 9, 2024 the Landlord's contractors responded by removing flooring in the Tenant's bedroom, taking samples to test for mold, conducting a mold treatment, and sealing the floors. The Tenant was advised that he could not enter his bedroom for 24 hours. The Landlord's records submitted into evidence show that a second test for mold three days later came back negative.
8. The Tenant entered pictures into evidence which show that the floor in the bedroom appeared to be visibly wet from August 9, 2024 to when the issue was resolved. The parties disagreed about whether this liquid was water which continued to seep into the rental unit, or if it was staining from a mold remediation treatment. I found the Tenant's evidence to be more persuasive on this point, given that the presence of liquid or water appears to grow and change consistently over a multi-day period.
9. The Tenant's evidence shows that as of August 12, 2024 he decided to look for a new place to live, and shortly after gave notice to terminate the tenancy effective October 31, 2024.

10. The Tenant moved out early on September 16, 2024 and alleges that it was unsafe to reside in the rental unit and that he was effectively forced to move out.
11. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
12. With respect to this issue, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to maintain the rental unit.
13. The Landlord did not react in a timely manner by taking 12 days to stop leakage of water into the Tenant's unit. Waterproofing work had to be conducted on the exterior of the building before the leak could be contained. In the interim, the Tenant lost use of one bedroom which necessitated that he sleep on his couch or stay with friends while repairs were being conducted. The Tenant was not able to use his second bedroom because his guest also resides in the rental unit.

Remedies

14. As a remedy the Tenant sought an abatement of rent in the amount of \$10,000.00 for the period of August 9, 2024 to October 31, 2024. The abatement requested exceeds what would be 100.00% of the rent for this period. The Tenant asks that he be refunded rent paid to the Landlord from when the issue arose, until his move out date, and for the costs of leasing where he moved to next.
15. As a remedy, an abatement of rent reflects a loss of use or enjoyment of a rental unit. It does not serve to compensate a Tenant for entering into a second lease. Based on the Tenant only experiencing an issue from August 9, 2024 to August 21, 2024 a 30.00% abatement of rent is ordered for this 13 day period. I have selected the August 21st date as the last date on which compensation is ordered because the Tenant could not recall whether the issue persisted until August 22nd. This abatement of rent totals \$344.45 and reflects the fact that the Tenant experienced a substantial disruption to their ability to normally reside in the rental unit.
16. The Tenant also sought move out costs totalling \$2,650.18 and asked that the tenancy be terminated effective September 16, 2024. These remedies are denied.
17. This is because I am not persuaded that it was actually unsafe to reside in the rental unit such that the Tenant was forced to move out. The Tenant did not conduct any independent mold testing which might suggest that the environment in the unit was unsafe to live in while the Landlord continued leak-related repairs. Conversely, the Landlord did advise the Tenant that a second mold test came back negative approximately three days after the work began.
18. The Tenant's decision to move out was also greatly affected by the ongoing cockroach issue, which might have been remedied if the Landlord were made aware. On this point,

the Tenant cannot request damages or remedies which might of arose because of a failure to mitigate their losses.

It is ordered that:

1. The Landlord shall pay the Tenant \$392.45. This amount represents:
 - \$344.45 for a rent abatement for August 9, 2024 to August 21, 2024.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 19, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 19, 2026, the Landlord will owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 8, 2026
Date Issued

Madeline Ntoukas
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.