



Order under Section 30, 31 Residential Tenancies Act, 2006

Citation: Quinn v Lui, 2026 ONLTB 1548

File Number: LTB-T-100446-23

In the matter of: 3, 29 Gibson Avenue
Hamilton ON L8L6J4

Between: Theodore Forest Quinn Tenant

And

Raymond Lui Landlord

Theodore Forest Quinn (the 'Tenant') applied for an order determining that Raymond Lui (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; and, 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 November 25, 2025.

The Landlord, the Landlord's representative K. Hawkes and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the total amount the Landlord shall pay the Tenant is \$698.00.

T6 Application

2. The Tenant filed a T6 Application, pursuant to s.29(1) [Residential Tenancies Act, 2006](#) (the 'Act') which alleges the Landlord breached an obligation under s.20(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

3. The Tenant moved into the rental unit in December 2022 and vacated in December 2023. The rental unit is the top unit of a 4-unit multi-residential building.

Sewage/sulfur Smell

4. The Tenant Theodore Forest Quinn (the “Tenant” and/or “TQ”) testified that shortly after moving into the rental unit, there was a “potent” sulfur/sewage smell within the rental unit. The Tenant produced multiple correspondence sent to the Landlord’s agent or Landlord, including but not limited to on February 23, 2023 and in mid-April 2023, outlining the Tenant’s concerns regarding the smell.
5. According to TQ, the smell was related to the plumbing as it became apparent when the building’s plumbing was engaged. At the relevant times, the Tenant lived and worked from home, making the foul odour smell especially troublesome. Although TQ did not produce a ledger outlining specific dates/times of the smell, the Tenant testified generally that the foul odour smell could be detected multiple times per week and multiples times a day. TQ additionally alleged the Landlord was aware the sulfur/sewage smell prior to leasing the unit to the Tenant.
6. The Landlord denies there was any plumbing issues, noting the building was purchased in 2019 and upon taking possession, an extensive renovation was performed. In particular, the Landlord Raymond Lui (the “Landlord” or “RL”) testified that the copper piping was completely replaced with PEX piping. While the Landlord admits that there is a smell emanating from the piping from time to time, the Landlord submitted it is most likely a “citywide” issue, emanating from the main, municipal sewer line. Regardless, the Landlord submits multiple attempts were made to address the Tenant’s concerns or any other needed plumbing services. In this regard, the Landlord produced invoices related to plumbing services/investigation from March 2, 8 and 31, 2023.
7. The onus to prove this allegation rests with the Tenant.
8. While I am sympathetic to the concerns raised by the Tenant, this is not a situation where the Landlord was dismissive of the Tenant’s concerns or, as suggested, dishonest about the state of the plumbing/drains. In this regard, the Landlord produced invoices evidencing attempts to assess and possibly resolve the Tenant’s concerns related to odours. While the Tenant submits the Landlord could have undertaken other, more extensive remedial measures to address the smell, I find the Landlord took adequate measures given the available information of the cause of the odour, which at the present time is still somewhat unclear. In the absence of further evidence suggesting the smell was originating from within the rental unit – as opposed to “*a ‘city-wide’ issue emanating from the main sewer line*” as suggested by the Landlord – I find the investigative/remedial steps taken by the Landlord to be reasonable. This claim is accordingly dismissed.

Cockroaches

9. The Tenant testified that a cockroach was first spotted in the building by an upper unit tenant in March 2023, at which time the Landlord was made aware of the sighting by the upper unit tenant.
10. Subsequently, on June 20, 2023, the Tenant noticed a cockroach within the rental unit and immediately notified the Landlord. The Landlord came to the rental unit on June 26, 2023 and provided sticky traps. There were no further cockroach sightings.
11. While it is unfortunate a cockroach was present the rental unit, there were admittedly no further incidents after the Landlord attended at the property on June 26, 2023. In the circumstances and given the length of time since the first cockroach sighting – which was seen in another unit - I do not find the Landlord could have reasonably prevented the subsequent sighting in the Tenant's unit in June 2023. As I do not find that this allegation rises to the level of constituting a breach under the Act, this allegation is dismissed.

Indoor/Outdoor Steps

12. The Tenant testified the rental unit front entry contained a broken step and loose railing. The Tenant testified the broken step/loose railing repair was identified at the time of walk-through. The Tenant produced pictures of the broken step showing a chunk missing, as well as correspondence from April 5 2023 advising the Landlord's agent of the corresponding repair need.
13. Notwithstanding such efforts, the Landlord failed to take any remedial action prior to the Tenant vacating the rental unit approximately 1 year later. I find the Landlord breached its maintenance obligation under the Act as a result; I also find it reasonable that the Tenant be awarded an abatement of \$300.00 given the associated impact.
14. The Tenant additionally alleged that on December 3, 2023, the Tenant's guest fell because of the collapse of the bottom front porch outdoor step.
15. 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.
16. The mere occurrence of a broken step does not necessarily result in a breach of the Landlord's obligation under the Act. There is no indication that the repair need was previously brought to the Landlord's attention. While the Landlord is expected to pro-actively assess the property for potential safety/tripping hazards, I am not satisfied in the circumstances that the broken step was reasonably foreseeable. This claim is accordingly, dismissed.

Door draft/snow

17. The Tenant testified that a cold draft was noticeable upon moving into the rental unit. The Tenant added that the rear door contained a gap where snow would enter, leading to water leakage onto the floor immediately inside the rental unit.
18. In support, the Tenant produced text communications with the Landlord's agent on December 23 and 26, 2022 advising of the snow entering the rental unit. In particular, on December 23, 2022, the Tenant advises "*There's weather stripping around the door but its not enough, there's still a bad draft but also, the snow....I don't think this is something that can wait – I've had to seal off the door and frost/snow is still getting in*"
19. The Tenant also produced pictures showing the accumulation of water on the floor and frost on the blanket that the Tenant had placed on the door. When no work was done, the Tenant eventually reached out to the Landlord in early January and the door was realigned/fixed on January 11, 2023 thereby resolving the issue of snow entering the rental unit.
20. Given the nature the repair need, I find the Landlord could have acted more diligently, especially upon being notified of the urgency by the Tenant. I find there was some disruption to the Tenant's ability to normally reside in the rental unit during this time and find that approximately 30% abatement for this period of time to be reasonable, in the total amount of \$350.00.

Lack of Heat

21. Notwithstanding the weatherstripping repair in mid January 2023, the Tenant alleges the lack of heat in the rental unit continued. The Tenant, however, advised the Landlord's agent in early February 2023 that a solution to any heat concerns had been found. In this regard TQ text the landlord's agent on February 7, 2023 stating "*Thankfully, **Melissa was able to find a more permanent solution to this problem**...*", to which the Landlord's agent responded "*...I'm glad that everything worked out*". [emphasis added] At the hearing, TQ explained that the identified solution was to ask the downstairs tenant to turn up the heat on the thermostat from time to time (as the Tenant did not have access to the thermostat).
22. The Tenant also produced an email communication to the Landlord on April 12, 2023, whereby the Tenant was recounting the December 2022 door weatherstripping issue and subsequent repair in early January 2023:

Unfortunately, this did not fix the heat, and the temperature continued to average around 15-16 degrees Celsius. I notified Mike about this, but didn't get a response. **The issue was eventually resolved with the help of Melissa about a week and a bit later** and when I notified him of this, he seemed to respond rather quickly, saying he forgot to respond...": [emphasis added]

23. Notwithstanding such communications suggesting the heat issue was resolved shortly after the door weatherstripping repair, at the hearing the Tenant testified there was a lack of heat in the rental unit in the months that followed. In support, the Tenant produced thermostat

readings from March 18, 2023, April 19, 2023, October 8, 2023, November 25, 28, December 1, 2, 12, 2023 showing temperatures ranging from 15-17 degrees Celsius.

24. While the Tenant seeks an abatement for the lack of heat, the communications between the parties suggest there was no lingering heat issue. Moreover, and in the alternative, I decline to find the Landlord breached their maintenance obligation due to the Tenant's failure to adequately communicate the purported heat concern to the Landlord. While the Tenant states in the April 12, 2023 email that *"there is a really bad draft that comes in through the front door of the house that makes its way up into my unit, so I imagine the other units might feel it?"*, I am not satisfied that this question has sufficiently identified the Tenant's area of concern. In this regard, the Tenant's communications to the Landlord's agent/Landlord from February 7, 2023 and April 12, 2023 more clearly communicated that the heat issue was resolved. This allegation is dismissed.

Rent Differential

25. The Tenant vacated the rental unit in December 2023 and seeks a rent differential of \$1155/month for the one-year period following termination of tenancy.
26. While the Tenant eventually relocated to a different municipality upon vacating the rental unit, the Tenant testified the notice to end tenancy for December 31, 2023 was given as a result of the Landlord's conduct and/or its breach of its maintenance obligations.
27. The Landlord, on the other hand, submits the Tenant vacated due to changing employment obligations. In support, the Landlord produced an email received by the Tenant on October 18, 2023 stating: *"I'm writing to give you and the landlord 60 days notice to end my tenancy, **as I need to move for work**. Please find attached N9 form for reference. Could you also please provide a reference so I can start looking for other places"* [emphasis added]
28. Given the relatively extensive communication history between the parties, I do not find the Tenant's explanation believable that the Tenant did not feel comfortable explaining the true reasons for seeking to end the tenancy. I find it is more likely that the Tenant vacated due to changing employment/personal circumstances as indicated in the Tenant's email to the Landlord. The Tenant's rent differential claim is denied.
29. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

T2 Application

30. The Tenant's T2 application relies upon the same issues and particulars identified in the Tenant's T6 Application.
31. Based upon the evidence presented, I do not find that the Landlord harassed, and/or substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant. In the alternative, I find I have sufficiently addressed any breaches as part of the remedies awarded in the T6 Application above and I do not find the Tenant has

established any new or aggravating factors justifying an additional remedy in the T2 Application. The Tenant's request for relief in the Tenant's T2 Application is accordingly, denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$698.00. This amount represents:
 - \$650.00 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 January 25, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 25, 2026., the Landlord will owe interest. This will be simple interest calculated from January 26, 2026.at 4.00% annually on the balance outstanding.

January 14, 2026
Date Issued

Peter Nicholson
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.