



Order under Section 30 Residential Tenancies Act, 2006

Citation: Ye v Gakpetor, 2026 ONLTB 1645

Date: 2026-01-09

File Number: LTB-T-067409-24

In the matter of: 1812, 770 BAY ST
TORONTO ON M5G0A6

Between: Lulin Ye
Yuwen Ding
Wanxuan Lin
Tenants

And

Eunice Aldcroft a.k.a. Gakpetor
Landlord

Lulin Ye, Yuwen Ding and Wanxuan Lin (the 'Tenants') applied for an order determining that Eunice Aldcroft (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 23, 2025.

The Landlord, the Tenant Lulin Ye, and the Tenant's representative Zihan Cao attended the hearing.

Reasons:

1. On April 1, 2024, the washing machine in the rental unit stopped working properly. Over the next few weeks, the Landlord replaced it. The Tenants allege that the replacement took too long and was not carried out in a reasonable way. However, they do not request any remedy for that alleged contravention, so I do not need to consider it.
2. Shortly after the new washing machine was installed, on April 22, 2024 in the early hours of the morning, a water leak occurred in the unit. The Tenants assumed that the leak happened because the new washing machine had been improperly installed. They contacted the Landlord, who in turn contacted the emergency response unit of the condo management company which manages the building.
3. The emergency response crew stopped the leak, cleaned up the water in the unit, and placed fans to dry the unit. They told the Tenants that the fans would need to run

continuously for three days. Because of the noise from the fans, the Tenants felt that they could not live in the unit. They booked an AirBNB to live in while the fans were running.

4. Meanwhile, over the course of the morning of April 22, the Landlord tried to contact the Tenants to get an update on the situation. The Tenants did not reply.
5. The Tenants stayed in the AirBNB for three days, and returned to the unit on April 25 after the remedial work was complete and the fans were no longer running. They contacted the Landlord on April 25 and told her that they had been staying in an AirBNB.
6. The only remedy the Tenants seek in this application is an order that the Landlord reimburse them for the cost of three days' AirBNB rental.
7. I am prepared to accept that the Landlord was responsible for providing alternate housing to the Tenants during the three days that the fans were running. The leak itself was not the Landlord's fault – it turns out that it was caused by a broken pipe in the wall, and was unrelated to the washing machine installation – but nonetheless, I accept that the Tenants were not able to live in the unit while the leak was being remediated.
8. However, the Tenants did not tell the Landlord that they were booking an AirBNB. The Landlord tried to contact them for an update, but they did not reply. Consequently, the Landlord had no way of knowing that the Tenants could not live in the unit due to fan noise. She testified that if she had known, she would have arranged for temporary housing for the Tenants at no cost to them.
9. Section 16 of the RTA provides that a person entitled to claim compensation has a duty to take reasonable steps to minimize their losses. In my view, it would have been reasonable for the Tenants to tell the Landlord that they could not stay in the unit, and give her an opportunity to resolve the issue, before booking an AirBNB. If they had taken that step, then the Landlord could have accommodated them at no cost.
10. I am satisfied that the Tenant's expenses were not incurred by any failure on the Landlord's part to temporarily house them, but rather, by their own failure to inform the Landlord that they needed to be temporarily housed. The Landlord is not liable for those expenses. The application will be dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

January 9, 2026

Date Issued

Dale Whitmore

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.

