



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-011855-24

In the matter of: 703, 100 JOHN ST
BRAMPTON ON L6W0A8

Between: Bianca Mariotti Tenant
Steven Sampaio

And

Michael Sampson Landlord

Bianca Mariotti and Steven Sampaio (the 'Tenant') applied for an order determining that Michael Sampson (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 September 3, 2025.

The Tenant Bianca Mariotti, the Landlord's Legal Representative Amanda Winch and the Landlord's Agent Dominique Williams attended the hearing.

Procedural History:

1. This application appeared before the Board on February 4, 2025, and adjourned at the Landlord's request.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The Tenant Ms. Mariotti testified that she has resided in the unit since February 2022 with her children. She alleged that the flooring was damaged twice: first in 2022 due to a plumbing incident, and again sometime in late 2023 or early 2024.
3. She stated the flooring was repaired on March 31, 2023, but that the repair failed. She testified that the second flooring repair was completed on August 2, 2024. She submitted one photograph showing flooring damage, confirming under oath that the photograph was taken on February 10, 2024.

4. The Tenant stated that the condition of the flooring caused significant stress, embarrassment, and safety concerns because her children crawled in the affected areas. She testified that she could not find messages documenting when she notified the Landlord of the second flooring issue.
5. Regarding the dishwasher, the Tenant stated that the appliance was malfunctioning and that several individuals attempted repairs. She testified the problem was intermittent. She acknowledged receiving corporate notice on April 17, 2025, stating that the condominium building had dishwasher issues, but she did not give this notice to the Landlord.
6. The Tenant acknowledged that in December 2023, the Landlord placed her directly in contact with the flooring contractor, Albert, to schedule repairs. She stated she declined repairs at that time due to the Christmas season and concerns about disturbing her children's holiday. She did not recall whether she told the Landlord she postponed the repair.
7. The Tenant stated she did not inform the Landlord of the emotional stress caused by the flooring because she felt uncomfortable due to a strained relationship with one Landlord. She confirmed she did not request rent abatements or formal repairs in writing after December 2023.
8. The Tenant provided no expert evidence, no repair reports, and no further photographic evidence besides the single picture from February 2024.
9. She concluded her testimony stating she believed the Landlord "should have known" about the second flooring issue and that they should have checked in more frequently.
10. During cross examination the Tenant confirmed the following:
 - The photograph showing flooring damage was taken on February 10, 2024, not earlier.
 - She acknowledged the Landlord had already arranged for her to speak directly with the contractor in December 2023.
 - The Tenant admitted she voluntarily decided not to proceed with the flooring repair in December 2023 because she did not want disruption during Christmas.
 - The Tenant could not confirm whether she ever followed up with the contractor or notified the Landlord that she cancelled the planned repair.
 - Ms. Mariotti acknowledged that the dishwasher issue was intermittent and that "someone came every time I reported it."
 - The Tenant admitted she did not provide the Landlord the April 2025 condominium notice.
 - She admitted that she allowed her children to crawl on the flooring despite claiming the flooring was hazardous.
 - The Tenant could not identify dates for when the second flooring damage was discovered or reported.
 - Lastly, the Tenant confirmed she did not notify the Landlord of how upset or stressed she was about the flooring.

The Landlord's Evidence

11. The Landlord Dominique Williams testified that the flooring issue from 2022 was repaired professionally in March 2023, and that the contractor advised them the repair was done to standard. The Landlord stated they were unaware of any further flooring damage until the Tenant sent messages in December 2023, at which point the Landlord immediately provided the Tenant the contractor's phone number and instructed her to schedule a mutually convenient appointment.
12. The Landlord testified that the Tenant never scheduled the repair and never informed them that she postponed the December visit.
13. With respect to the dishwasher, the Landlord testified that every time the Tenant reported a malfunction, they dispatched either an appliance repair company or a technician. The Landlord testified that the issue was intermittent and that the lack of consistent malfunction made diagnosis difficult. They testified they were unaware of the April 2025 condominium notice until disclosed during the hearing.
14. The Landlord stated they acted promptly, maintained open communication, and were hindered by the Tenant's refusal to schedule repairs during the holidays. They further testified that no evidence was ever provided by the Tenant documenting ongoing damage, and that no safety concerns were communicated.
15. The Landlord argued that they fulfilled their repair obligations under section 20 of the RTA.
16. The Tenant Ms. Mariotti cross-examined the Landlord of the evidence presented.
17. Under cross-examination the Landlord confirmed that they did not attend the rental unit between March and December 2023, as the Tenant did not report any issues.
18. When questioned about arranging the contractor in December 2023, the Landlord confirmed the Tenant was responsible for arranging the December appointment directly with the contractor, but the Landlord stated that the Tenant 'never followed through.' This was also admitted by the Tenant in her cross-examination when she voluntarily decided not to proceed with the flooring repair in December 2023 because she did not want disruption during Christmas.
19. Lastly, the Landlord confirmed that they did not receive the condominium dishwasher notice and had they received it, the Landlord would have taken action.
20. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) or section 161 of the Act to repair or maintain the rental unit or residential complex and did not fail to comply with health, safety, housing, or maintenance standards.
21. 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.

22. In this case, I accept that the flooring required repairs twice. However:

- The Landlord completed the first repair in March 2023.
- The Landlord responded immediately in December 2023 by arranging direct contact with the contractor.
- The Tenant elected not to schedule the repair for personal reasons.
- The Tenant provided no evidence that they informed the Landlord of worsening conditions after December.
- For the dishwasher, the Landlord responded each time. The issue was intermittent, and the Tenant withheld essential information from the Landlord (condominium notice)

23. Under the *Residential Tenancies Act*, a Tenant cannot decline repairs and then claim the Landlord failed to complete them.

24. The Tenant's evidence contained significant gaps and inconsistencies regarding key dates, reporting of damage, and the reasons for repair delays. The Tenant was unable to recall when she discovered or reported the second flooring issue, could not locate messages she asserted existed, and confirmed that she declined repair access in December 2023 due to personal preferences. The Tenant also admitted she did not provide the April 17, 2025, condominium dishwasher notice to the Landlord and did not communicate her claimed stress or safety concerns, despite asserting they were significant.

25. Further, the Tenant provided only a single photograph dated February 10, 2024, which does not align with her claim that the issue had existed significantly earlier. The lack of supporting documentation, combined with inconsistent explanations, undermined the reliability of her testimony.

26. The Landlord's testimony was clear, internally consistent, and supported by documented actions, including arranging contractor access, responding promptly to repair concerns, and providing explanations that remained unchanged under cross-examination. No contradictions were revealed in the Landlord's evidence, and their chronology aligned with the repair dates and communications presented.

27. In contrast, the Tenant's evidence contained significant inconsistencies and omissions that undermine its reliability. The Tenant was unable to recall critical dates, including when the second flooring damage occurred or when it was reported. Despite asserting that she had communicated with the Landlord, she could not produce any messages or documentation to corroborate this claim. Furthermore, she acknowledged that she declined repairs in December 2023 for personal reasons, prioritizing holiday convenience over addressing the flooring issue. This decision directly contributed to the delay in repairs. The Tenant also admitted she did not share the April 17, 2025, condominium notice regarding the dishwasher, which contained relevant information about systemic issues in the building. By withholding this notice, the Tenant deprived the Landlord of an opportunity to address the problem effectively. Her testimony regarding ongoing stress, safety concerns, and

embarrassment was unsupported by any objective evidence such as medical notes, written complaints, or additional photographs. Moreover, her admission that she allowed her children to crawl on the allegedly hazardous flooring contradicts her claim of serious safety concerns. These contradictions and gaps significantly diminish the credibility and weight of her testimony.

28. Based on the evidence presented, I find that the Landlord consistently acted in a manner that was reasonable and responsive under the circumstances. The Landlord arranged for professional repairs in March 2023 and, upon learning of further issues in December 2023, immediately facilitated direct contact between the Tenant and the contractor to expedite scheduling. The Landlord's approach demonstrates proactive engagement and compliance with their statutory obligations under section 20 of the *Residential Tenancies Act*. Delays in completing the second flooring repair were not attributable to the Landlord but were instead caused by the Tenant's voluntary decision to postpone repairs during the holiday season and her subsequent failure to follow through with scheduling. Similarly, with respect to the dishwasher, the Landlord responded promptly each time a malfunction was reported, dispatching technicians despite the intermittent nature of the problem. The Tenant's failure to disclose the April 2025 condominium notice further impeded the Landlord's ability to address the issue. Taken together, these facts establish that the Landlord acted diligently and reasonably, while the Tenant's actions and omissions were the primary cause of any delay or inconvenience.
29. Given the significant inconsistencies in the Tenant's testimony, the lack of corroborating evidence, and the clear, consistent, and documented actions of the Landlord, I find the Landlord's evidence to be more credible and persuasive. The Landlord's account was internally consistent, supported by contemporaneous communications, and remained unchanged under cross-examination. In contrast, the Tenant's narrative shifted, lacked supporting documentation, and included admissions that directly undermined her claims. I am required to assess credibility and reliability when evidence conflicts, and in this case, the Landlord's version of events is more probable and supported by objective facts. Accordingly, I find that the Landlord did not breach their obligations under the Act, and the Tenant's application shall be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

January 7, 2026
Date Issued

Anthony Bruno
 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.