



**Order under Subsection 30
Residential Tenancies Act, 2006**

File Number: LTB-T-085994-24

In the matter of: 37 HARVEST CRES
BARRIE ON L9J0T3

Ashley Nadine Matheson

Tenant

Between:

And

Waqas Ali Haider

Landlord

Ashley Nadine Matheson (the 'Tenant') applied for an order determining that Waqas Ali Haider (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 10, 2025 .

The Landlord and the Tenant attended the hearing.

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. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit.
3. In this case, the Tenant alleges that the dishwasher in the rental unit was not operational and that the Landlord failed to repair it.
4. The Tenant moved into the rental unit on January 6, 2023 and moved out on November 15, 2024. Rent was \$3,000 per month. This application was commenced on October 20, 2024.
5. The Tenant notified the Landlord by text message on February 9, 2024 that the dishwasher was not operational. She followed up with the Landlord on March 3, 2024. She states that the Landlord responded that he had determined that there was no warranty on the dishwasher and that a technician would attend on March 12, 2024. She states no technician attended at the rental unit on that date. The Tenant stated that she did not follow up again with the Landlord and that no one appeared to repair the dishwasher

during the remainder of the tenancy. The Tenant requests a 15% rent abatement due to the non-functioning dishwasher.

6. The Landlord stated that the appliances in the rental unit were new at the time the Tenant moved into the rental unit. He stated that after November 6, 2023, the Tenant stopped paying rent despite ongoing follow-ups for payment.
7. The Landlord acknowledged that he was advised by the Tenant on February 29, 2024 that the dishwasher was not working. He stated that he gave the Tenant notice for entry on March 3, 2024 and attended at the property to inspect the dishwasher. He states he was denied entry. The Landlord stated that on March 27, 2024, the Tenant asked him if he wanted her to arrange for someone to attend to fix the dishwasher. He stated that after March 30, the Tenant stopped returning calls or responding to messages and that he assumed that the Tenant had arranged to fix the dishwasher herself.
8. The Landlord initiated eviction proceedings due to non-payment of rent. The application was heard on August 8, 2024 (LTB-L-031843). An L9 Order was issued on September 17, 2024 for payment of arrears of rent of \$24,186.00 but there was no eviction order due to a defect in the N4 notice. The Order indicates that the Tenant was asked about any maintenance issues under s. 82 of the Act. The issue of the dishwasher was not mentioned at the L1/L9 hearing, although the Tenant indicated she had some undisclosed issues. The Tenant commenced this T6 application and a T2 application shortly after the L9 order was issued. The T2 application was later withdrawn by the Tenant.
9. The Landlord stated that the Tenant told him again in September, 2024 that the dishwasher was not working. The Landlord stated that he then arranged for a technician provided by the builder of the rental unit to attend to inspect the dishwasher. The Landlord stated that he sent the Tenant notice of this intended entry but the Tenant did not co-operate. The Landlord stated that he had arranged for a technician to attend on November 1, 2024 and sent a notice of entry as required by the Act. He states that the Tenant denied entry on November 1, 2024.
10. The Landlord stated that after the Tenant vacated the rental unit, the Landlord tried using the dishwasher. He washed some dishes as a test and stated that the dishwasher was operational. He does not believe the dishwasher was ever broken.
11. I accept the evidence of the Landlord that he attempted to arrange for access to the rental unit to inspect the dishwasher and was denied entry by the Tenant. I accept the evidence of the Landlord that when he tested the dishwasher in November, 2024 that it was operational. The dishwasher was only one year old at the time the Tenant first made her complaint in February 2024. I do not believe the statements of the Tenant that the dishwasher was not working during any period of the tenancy. The Tenant stated in submissions at the hearing that she was "looking for a little help" to pay the arrears of rent.
12. The Tenant's application is therefore dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

January 7, 2026

Date Issued

Jack Jamieson

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.