Order under Section 30
Residential Tenancies Act, 2006

Citation: Reid v Drake Property Management, 2026 ONLTB 2108
Date: 2026-01-07
File Number: LTB-T-098925-24

In the matter of: 304, 75 CARLING ST
HAMILTON ON L8S1N1

Between: Heather Reid
Ashton Macfarlane
Tenants

And

Drake Property Management
Landlord

Heather Reid and Ashton Macfarlane (the 'Tenants') applied for an order determining that Drake Property Management (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 11, 2025.

The Tenants, the Landlord's Legal Representative, Eric Steiman and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenants proved on a balance of probabilities the following allegations contained in the application: the Tenants claimed that the Landlord has not repaired or maintained the residential complex by failing to provide a working washing machine and dryer.
2. Therefore, the Landlord must pay the Tenants an abatement of $2,285.84.
3. The Tenants moved into the rental unit on June 1, 2016 and they continue to reside in the rental unit. This residential building provides one washing machine and one dryer in a common area so that all tenants are able to utilize the machines.
4. This application concerns the Landlord's maintenance of the laundry machines.

<u>Evidence of Heather Reid (HR)</u>

5. HR testified that she and her husband have resided in their rental unit since June 1, 2015 and they continue to reside there with their children.

6. HR testified that she has been relying on the laundry machines throughout her tenancy and in early March of 2024, the dryer stopped working. There is one washing machine and one dryer in this residential building. Then, shortly thereafter the washing machine stopped working.

7. HR stated that she immediately put in a request on the maintenance application that is used by the tenants to request maintenance from the Landlord. She stated that her first requests were written in early March of 2024 and she continued on with requests for maintenance on a regular basis.

8. HR testified that these requests were "cancelled" by the Landlord or property management company or the response to the Tenant was changed by the Landlord to "work complete". HR confirmed that she emailed the management company directly about this on July 31, 2024. This email was provided in Tenants' disclosure brief.

9. HR stated that she continued to follow up with the management company and on August 12, 2025, they told her that there was a delay with the manufacturer and that they were working on repairing the damaged area.

10. HR provided multiple emails between herself and the property management company from July 31, 2024 through July 10, 2025 regarding the status of the missing washer and dryer. She explained that first the Landlord was going to arrange to have the machines fixed and then in October of 2024, the Landlord decided to install two new "Coinmatic" machines into the building.

11. HR stated that although the Landlord decided to replace the damaged washer and dryer in October of 2024, the new washer and dryer were not installed until July 10, 2025 and they became fully operational on July 20, 2025. The washer and dryer were not functional from March 8, 2024 to July 20, 2025, a period of 17 months and 12 days.

12. HR testified that during this period of time, she and her husband would gather up all of their clothes and their children's clothes and attend at a laundromat every couple of weeks. The Tenants would then complete their loads of laundry at the laundromat and they continued this task approximately every two weeks for the period of time that the laundry machines were not functioning.

13. HR testified that having to attend at a laundromat was very time consuming, expensive and inconvenient but that they had no choice. HR stated that she would have loved to do laundry every day or every other day if the machines were available in the building.

14. HR stated that she was very frustrated with the lack of response from the Landlord and/or the property management company and felt that they did not take her complaints seriously.

15. HR is claiming a 10% rent abatement for the time period that the laundry machines were not functional. That time period was from March 8, 2024 to July 20, 2025. HR stated that her rent was $1,287.23 on March 8, 2024 and increased to $1,358.02 on January 1, 2025.

<u>Evidence of Elise Zerafa (EZ)</u>

16. EZ testified that she is the Senior Property Manager for the Landlord for this location. She commenced this position in April of 2025.

17. EZ stated that as she was not employed with the Landlord when the laundry machine issues started, she reviewed the notes from the previous manager.

18. EZ brought my attention to the Landlord's Document Brief which included an email dated August 15, 2024 from RTC Appliance Services and the Maintenance Coordinator for the Landlord. This email included an estimate to repair the laundry machines at the rental unit address.

19. EZ provided an email dated September 9, 2024 confirming that the Landlord would be moving forward with the quote to repair the machines. Further emails were provided which were dated October 3, 2024 advising the Landlord that there was a delay with the parts for the laundry machines.

20. EZ testified that she understood that the parts received were the incorrect parts and that is why the repairs were delayed.

21. EZ stated that when the Landlord decided to replace the laundry machines, after the wrong parts were received, she stated that there were problems with connecting the machines to the gas line. She stated that this connection issue caused the delay in replacing the machines.

22. EZ confirmed that the new laundry machines were installed on July 10, 2025 and fully functional on July 20, 2025.

<u>Law and Analysis</u>

23. A T6 Application is based on the rights and obligations set out in s. 20(1) of the Residential Tenancies Act, 2006 (the "Act") which reads as follows:

    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.

24. 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

25. The history of this issue is not contested and both parties confirmed that the laundry machines were not functional from March 8, 2024 to July 20, 2025. The real issue is whether or not the Tenants are entitled to a remedy and if the Tenants are entitled to a remedy, what should the remedy be.

26. The Act and the case law in this area indicate there are a number of relevant principles to consider when assessing allegations of a breach of maintenance:

    - First, if the Landlord responded to the disrepair in a timely and effective manner then no monetary remedy will normally flow. (See the Board's Interpretation Guideline 5 Breach of Maintenance Obligations.)

    - Second, the Landlord cannot be held responsible for compensation for disrepair that the Landlord was not aware of or could not reasonably have been aware of. [See s. 30(2) of the Act]. This is why the duty to mitigation in section 16 has been interpreted to include an obligation on tenants to report disrepair to a landlord.

    - Third, once the Landlord is aware of the disrepair, the normal obligation to repair and liability for the problem will begin.

27. I am satisfied that the Landlord was advised of the non-functioning laundry machines on March 8, 2024 and this issue was only remedied on July 20, 2025. The Landlord did not respond in a timely manner and did not provide adequate communication to the Tenants. The Tenants have requested a 10% abatement for the period of time that the laundry machines were not functional. This period of time was over 17 months.

28. Abatement of the rent is a contractual remedy designed to address the idea that if a tenant is paying for a bundle of goods and services and not receiving them, the rent should be abated proportional to the difference between what was being paid for and what was being received.

29. The Tenants did not have the use of the laundry machines and had no choice but to attend at laundromats with large loads of laundry every two weeks. These laundry machines were required to be maintained by the Landlord and the Landlord's inaction in this case constituted a breach of section 20 of the Act.

30. The Tenants are seeking a 10% abatement of rent for this period of time which I believe is reasonable in the circumstances. The Landlord's Legal Representative argued that this abatement should only be applied two days a month due to the fact that the Tenants attended the laundromat approximately twice a month. Ms. Reid explained in her testimony that in the circumstances, it made most sense for them to bring large amounts of laundry to a laundromat every two weeks to ensure that they and their children had clean clothes. The Tenant stated that she would have gladly done her laundry every day or every other day if the laundry machines were available. I reject Mr. Steiman's submission on this point.

31. As stated previously, it was uncontested that the laundry machines were not functional for a 17-month period. An order shall issue requiring the Landlord to pay to the Tenants an abatement of 10% for a 17-month period which totals $2,237.84 plus the application fee. (Calculations include March 2024 – December 2024: $1,287.23 x 10% x 10 months = $1,287.23) and (January 2025 – July 2025: $1,358.02 x 10% x 7 months = $950.61)

It is ordered that:

1. The Landlord shall pay the Tenants a rent abatement of $2,237.84.

2. The Landlord shall also pay the Tenants $48.00 for the cost of filing the application.

3. The Landlord shall pay the Tenants the full amount owing of $2,285.84 by January 18, 2026.

4. If the Landlord does not pay the Tenants the full amount owing by January 18, 2026, the Landlord will owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

5. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 7, 2026
Date Issued

Carrie Bertrand
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.