



Order under Section 30 Residential Tenancies Act, 2006

Citation: George v Offcampusrez, 2026 ONLTB 2333

Date: 2026-01-08

File Number: LTB-T-057488-24

In the matter of: 301, 308 KING ST N
WATERLOO ON N2J0G4

Between: Kashmeera George Tenants
Norah Ann Abraham
Mottilal Abraham Varghese

And

Offcampusrez Landlord

Kashmeera George, Norah Ann Abraham and Mottilal Abraham Varghese (the 'Tenants') applied for an order determining that Offcampusrez (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 17, 2025.

The Landlord's agent Derek Montalbetti, the Landlord's Legal Representative Sara Murtadha and the Tenant Kashmeera George ('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. The Tenant testified that she and her family moved into the unit in September of 2023. On June 17, 2024, the Tenant testified that she had noticed a leak in multiple areas of the unit and had submitted a maintenance request to the Landlord. This requested was entered into evidence.
3. On June 18, 2024, the Landlord's maintenance person disconnected the air conditioning to try to resolve the issue. This resulted in the entire HVAC unit having to be removed to for service.
4. The Tenant testified that she had not heard from the Landlord until June 26, 2024, when she e-mailed the Landlord requesting an update. The Tenant testified that she received no

response. The Tenant further testified that the unit's windows were unable to be open and that the heat in the unit was very high.

5. On June 27, 2024, the Tenant was advised that the unit's HVAC was damaged and that a replacement unit had been ordered from the manufacturer. The Tenant was asked if she would like a fan and had requested three fans as her parents were visiting.
6. The Tenant requested another update on July 1, 2024, and received a response from the Landlord on July 2, 2024, advising the Tenants that they would be willing to reinstall the HVAC unit and to use a different part than the one they had been waiting for. The Tenant was warned that if the HVAC was reinstalled and that the part they used didn't work that they would have to wait for the other part to fix the unit entirely.
7. On July 4, 2024, the Tenants requested an update and were advised on July 5, 2024, that they had yet to receive the part from the manufacturer. On July 8, 2024, the Tenant requested air coolers. The Tenant again sent follow-up e-mails to the Landlord on July 9, 10 and 11 and expressed their concerns to the Landlord regarding the heat of the unit.
8. On July 10, 2025, the Tenant was advised by the Landlord that they are at the mercy of their third-party manufacturer as the unit needed to be repaired by a specific contractor.
9. The HVAC unit was eventually replaced as of August 14, 2024.

Analysis

10. 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 and did not fail to comply with health, safety or housing or maintenance standards.
11. 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.
12. In this case, the issue with respect to the unit's air conditioning started leaking on June 17, 2024. The Landlord responded the next day and immediately started repairs. The Landlord realized that the HVAC unit needed a new part under warranty however, still attempted to repair the unit with the faulty part just to see if it would work.
13. Further when requested, the Tenants were provided with fans and other advice concerning keeping the unit cool. The Landlord would also promptly respond to any requests for update within a reasonable amount of time.
14. While the Tenant suggests that the Landlord should have moved them somewhere else, the evidence concerning the Tenants' issues with the heat was at times confusing as it was unclear as to who was visiting at the unit and when and how the damaged HVAC unit would have caused issues.

15. As such, based on the evidence presented by both parties, on a balance of probabilities I am satisfied that the Landlord met their obligations under s. 20(1) of the Act and the Tenants' application is dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

January 8, 2026
Date Issued

Jagger Benham
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.