



Order under Section 30 Residential Tenancies Act, 2006

Citation: Kobold v Ja Cho, 2026 ONLTB 2623

Date: 2026-01-07

File Number: LTB-T-060166-24

In the matter of: 4, 885A O'Connor Drive
East York, Toronto ON M4B2S7

Between: Lysander Edward Kobold Tenant
Blaise Hannah Schafron Williamson

And

Jung Lily Ja Cho Landlord

Lysander Edward Kobold and Blaise Hannah Schafron Williamson (the 'Tenant') applied for an order determining that Jung Lily Ja Cho (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, the Landlord's support Joshua Cho and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application.
2. Therefore, the Landlord must pay to the Tenants \$2,043.26.
3. The Tenants testified that they had moved into the unit in August of 2021 and that a water leak in the ceiling in the unit's office began in March of 2022 however, the leak was repaired later that spring. In December of 2022, the leak started again near the same location of the previous leak.
4. On January 9, 2024, the leak was observed again, and the Landlord was advised of same. The Landlord attended at the unit on January 11, 2024. Nothing had been done and the Landlord was messaged again by the Tenants that the leak was still outstanding.
5. On February 4, 2024, the Landlord told the Tenants that nothing could be done until the spring. That same date, the Tenants sent the Landlord a letter as a follow up to their earlier

conversation and had advised the Landlord that she should wait until the leak stops before repairing the inside as the water would still continue to collect in the ceiling.

6. On February 10, 2024, the Landlord advised the Tenants that the leak was not able to be repaired and not her responsibility as the water was coming from an adjacent building. That same day, the Landlord attempted to patch the ceiling with drywall puddy. The Tenants advised the Landlord that this repair would not work however, the Landlord went ahead and conducted the repair anyway.
7. On February 12, 2024, the Tenants sent the Landlord another e-mail about the leak and on February 16, 2024, the parties met, and the Tenants agreed that they would clear the area on their unit where the leak occurred for repairs.
8. On February 26, 2024, the Landlord's contractors began repairs on the residential complex's roof. As of March 2024, the leak had stopped however on April 3, 2024, the patch had blown up and the leak began again after a rain event.
9. On April 30, 2024, the Landlord's husband was advised that once again, there was a water leak in the unit. The Landlord was also advised May 1, 2024 and on May 5, 2024, the Landlord returned to the unit with her contractors.
10. On May 31, 2024, the Tenants noted that the leak had started to spread to the ceiling fan, which was approximately 10 feet from the area of the leak. The Tenants sent the Landlord photos of same but did not receive a response.
11. On June 20, 2024, the Landlord attended the unit and had asked about the roof. The Tenants advised her that the leak still persisted. The Tenants testified that the Landlord denied this.
12. On July 10, 2024, a major rain event had occurred, causing leaks throughout the unit causing the Tenants to have to move their personal items and cover items with tarps. Photos and videos of this event were entered into evidence.
13. The Landlord did not respond until July 15, 2024, when she asked how everything was. On July 16, 2024, stucco pieces of the ceiling started falling. The Tenants took pictures of same and sent them to the Landlord. On July 17, 2024, the parties tried to set up a meeting and from July 22 to 25, 2024, the Tenant testified that he had contracted pneumonia and was unable to work until September 9, 2024.
14. As of July 26, 2024, the Tenants had not heard anything from the Landlord while the leaks persisted. Having not heard from the Landlord, the Tenants filed this application.
15. As of August 22, 2024, the Tenants had reached out to the Landlord to see what work was done and learned that the exterior roof was fixed however, the interior ceiling was not yet repaired. On August 23, 2024, the Landlord replied that the work had been completed.
16. On November 29, 2024, large pieces on the unit's ceiling began collapsing and revealed mould within the ceiling. The Landlord was advised that same day.
17. On November 30, 2024, the Landlord started to conduct interior repairs. The Tenants noted that the Landlord was not wearing any protective equipment. The Tenants also

asked for a mould inspection and on December 5, 2024, a mould inspection took place showing high moisture content throughout the area. On December 12, 2024, the Tenants returned to the unit to find the ceiling gutted and the insulation removed, no tarps were put down nor was any of their property protected.

18. As such, on December 15, 2024, figuring the Landlord was not going to be able to rectify this issue in a reasonable manner, the Tenants vacated the unit.

Remedies

19. The Tenants had submitted a request to amend their application, specifically the remedies being requested. The Tenants now are requesting a rent abatement of \$1,437.10 for 11 months from January to December of 2024.
20. The Tenant also requested an additional rent abatement of \$72.02 for the two days they were required to be out of the unit for mould repair for December 12 and 14, 2024. The Tenants are also requesting either a rent abatement of \$558.16 for the remaining part of December, or in the alternative to terminate the tenancy as of December 23, 2024, as the Tenants had received an N12 notice of termination from the Landlord and are permitted to to give 10 days notice to terminate the tenancy in accordance with s. 48(3) and (4) of the Act.
21. The Tenants are also seeking compensation in the amount of \$5,656.64 for loss wages as a result of the Tenant contracting pneumonia and missing work.

Landlord's Evidence

22. In response to the allegations, the Landlord testified that she believes she responded promptly and that the issue was exacerbated by the Tenants various denials of entry.
23. The Landlord also testified extensively about the state of the Tenant's unit, testifying that the unit was messy and dirty with items strewn about. It was never explained how this issue may have affected the Landlord's ability to maintain the unit. The Landlord further testified that the Tenants never gave her 60 days notice.
24. The Landlord also testified that it was difficult to find a contractor to fix a roof during the winter time and that her and her husband did the best they could based on the information that was provided by the Tenants and testified that the Tenants at points did not follow up with the Landlord about the leak, specifically on April 3, 2024, when the ceiling started leaking again and the Tenants did not advise the Landlord until April 30, 2024.
25. That said, the Landlord agreed with the rent abate requested of \$1,437.10 but testified that the issue of the two days in December were dealt with in a separate order, which was not disclosed at the hearing.

Analysis

26. Having considered the evidence of both parties, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit and the residential complex by failing to respond to the ceiling leak within a timely manner.

27. 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.
28. In this case, the Landlord's efforts to resolve the issue were unreasonable and ineffective. The Tenants contractors conducted work on February 26, 2024, however, the ceiling leaked again as of April 3, 2024. While there was a short gap between this incident and the Landlord being advised, I am satisfied that the Landlord failed to closely monitor the issue as the water continued to pool in the ceiling.
29. On June 20, 2024, the Landlord was told again the ceiling was still leaking which she denied. The Landlord never followed up on this and on July 10, 2024, a major rain event caused the roof to start leaking worse than prior. The exterior was not repaired until August 23, 2024, and the interior was never inspected or repaired until November of 2024. In all the circumstances, I find that the Landlord did not respond reasonably or within a timely manner.

Remedies

30. With respect to the request for loss wages, I am not satisfied that that is an appropriate remedy in the circumstances. While the Tenant may have very well contracted pneumonia from the moisture in the unit, the Tenant testified that she filed a complaint with the Employment Standards Office.
31. As the Tenant never provided the status or the outcome of same, I am unable to determine whether or the Tenant also claimed this amount from their employer and whether the same was paid out and as such, this remedy will not be awarded.
32. That said, the Landlord agreed with the requested rent abatement of \$1,437.10 and find that amount to be appropriate in the circumstances.
33. The \$72.06 requested for two days out of the unit in December was addressed in another order according to the Landlord. The Tenants seemingly did not disagree with this and as such, this amount will also not be ordered.
34. That said, I will grant the Tenants' request for half of the month of December's rent rather than determining that the tenancy ended as a result of a notice under s. 48(3), as no written communication was provided in evidence. It was clear from the photos of the unit provided by the Tenants that the unit was not fit for habitation by the time they returned to the unit and as such, the Landlords will be directed to pay to the Tenants \$558.16 as a further rent abatement for December of 2024.
35. Therefore, I find that a rent abatement of \$1,995.26 is appropriate in the circumstances.

It is ordered that:

1. The Landlord shall pay the Tenants \$2,043.26. This amount represents:

- \$1,995.26 for a rent abatement to December 31, 2024.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by January 18, 2026.
 3. 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.
 4. 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

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.