



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-091732-24

In the matter of: 506, 500 DAWES RD
Toronto ON M4B2G1

Between: Havcare Investments Inc Landlord

And

Salehe Bwenge Marvelle Tenant

Havcare Investments Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Salehe Bwenge Marvelle (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was reheard by videoconference on November 20, 2025.

The Landlord's Agent, Carolyn Krebs, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.

Arrears of Rent

3. The parties agree that the lawful rent is \$1,269.64. It is due on the first (1st) day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$41.74. This amount is calculated as follows: \$1,269.64 x 12, divided by 365 days.
5. The parties agree that the Tenant has paid \$16,659.00 to the Landlord since the application was filed.

6. The parties agree that the rent arrears owing to November 30, 2025, are therefore \$5,667.82.
7. The parties agree that the Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges and \$14.00 for bank fees the Landlord incurred as a result of two (2) cheques (dated August 3, 2023, and August 14, 2023) given by or on behalf of the Tenant, which were returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,269.64 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$28.09 is owing to the Tenant for the period from January 2, 2025, to November 20, 2025.

Issues Raised by the Tenant – Section 82 of the Act

11. The Tenant sought to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), which could result in a rent abatement that would be set off against the arrears of rent owing to the Landlord and therefore reduce the amount the Tenant owed. The issues the Tenant intends to raise pertain to allegations that the Landlord failed to meet their maintenance obligations under the *Act* or failed to comply with health, safety, housing or maintenance standards.
12. Subsection 20(1) of the Act reads as follows:

20 (1) 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.

13. For greater clarity, in *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal for Ontario rejected the position that a landlord is automatically in breach of its obligation to maintain and repair under subsection 20(1) of the Act as soon as an interruption in service occurs or the unit is in need of repair. The Court found that the reasonableness of a landlord's response and conduct to the maintenance issue(s) is a factor in deciding whether a breach occurred and whether a remedy ought to be awarded to the Tenant¹.

a) Shower Tiles and Faucet

14. The Tenant testified that they advised the Landlord during the month of February 2025 that the tiles located behind the shower faucet were damaged, which led to water flowing behind the tiles and beyond the shower, as it appears from a copy of the picture of the shower faucet (DOC-6828583; Exhibit 1).

¹ Interpretation Guideline 5: Breach of Maintenance Obligations.

15. The Tenant stated that the Landlord only completed the required repairs during the month of July 2025.
16. The Tenant indicated that they only have one bathroom within the rental unit, and that while they were able to use the shower, water would accumulate and pool outside of the shower due to the aforementioned damaged to the faucet and tiles.
17. The Tenant is therefore seeking a rent abatement in the amount of \$600.00 due to the Landlord's delay in addressing and resolving the issues relating to the shower tiles and faucet.
18. The Landlord agreed that they were advised by the Tenant during the month of February 2025 of the damage relating to the shower tiles and faucet.
19. The Landlord testified that they had scheduled a maintenance technician to address the required repairs during the month of February 2025.
20. The Landlord indicated that on the date and time the maintenance technician sought to access the rental unit and complete the repairs, the rental unit was only occupied by unsupervised children and that the maintenance technician had refused to enter the rental unit in the absence of an adult.
21. The Landlord stated that the Tenant followed-up with them with respect to the issues relating to the shower tiles and faucet during the month of April 2025, which led to the required repairs being completed within the month of April 2025.
22. On the basis of the evidence and submissions before me, I am satisfied that the Landlord failed to meet their maintenance obligations under the Act or failed to comply with health, safety, housing or maintenance standards, in regard to the shower tiles and faucet. Indeed, the Landlord was aware of the issue since the month of February 2025, and the damage in question is not in dispute (Exhibit 1).
23. While the Landlord claims that the repairs were delayed as no Tenant or adult-occupants were present at the time of the first scheduled repair date, I note that the Landlord could have accessed the rental unit to carry out the repairs, even in the absence of the Tenant or such occupants². Instead, the Landlord agents elected not to complete the repairs and no attempts were made to reschedule the repairs prior to the Tenant following-up with the Landlord.
24. I found the Tenant's submissions to consistent and credible, while the Landlord's testimony was more limited to general statements that were not corroborated by any supporting evidence or details. Indeed, the Landlord did not provide specifics with respect to the scope of work conducted in the bathroom nor an exact date as to when the repairs would have been completed. I therefore find that the Landlord failed to establish their response to the Tenant's maintenance issue was reasonable, and agree that the issues relating to the shower tiles and faucet were not repaired prior to the month of July 2025.
25. Accordingly, I find - pursuant to the parties' submissions and my knowledge of similar cases - that the Tenant is entitled to a one-time rent abatement in the amount of \$400.00 in regard

² Subsection 27(1) of the *Residential Tenancies Act*, 2006.

to the issues relating to the shower tiles and faucet. This amount will be deducted from the amount owing to the Landlord.

b) Bedroom Window

26. The Tenant testified that the frame of the window located in their bedroom is loose and at risk of falling, as it appears from a copy of the pictures of the window taken by the tenant on July 3, 2025 (DOC-6828621 and DOC-6828605; Exhibit 2, *in bundle*).
27. The Tenant indicated that they advised the Landlord of the ongoing issue regarding their window during the month of September 2024 and proceeded to remind the Landlord on June 10, 2025, as it appears from a copy of the Tenant's Work Order request (DOC-6828455; Exhibit 3).
28. The Tenant stated that the issue pertaining to their window prevents them from opening their window during the warmer months of the year, as they were concerned that the window would fall.
29. The Tenant indicated that they had contacted the City's by-law services and upon their recommendation, added tape around the frame until the Landlord completes the required repairs (Exhibit 2).
30. The Tenant is therefore seeking for the Landlord to complete the required repairs to the window.
31. The Landlord testified that the window frame located in the Tenant's bedroom is "solid," and that the window itself is "solid, unbroken, uncracked, and perfect," with no risks of windows falling within or from the rental unit.
32. The Landlord indicated that the window opens by sliding to the left-hand side and that, as per their standard practices, child-safety locks were placed on the windows of the rental unit, which limits the ability to open them by more than three inches. They did not dispute the authenticity of the pictures taken by the Tenant (Exhibit 2).
33. The Landlord stated that they have never been contacted by the City's by-law services in regard to a need to complete repairs to the windows of the rental unit.
34. On the basis of the evidence and submissions before me, I am satisfied that the Landlord failed to meet their maintenance obligations under the Act or failed to comply with health, safety, housing or maintenance standards, with respect to the bedroom window. Indeed, while the Landlord testified that the window operates by sliding left to right, the pictures submitted by the Tenant (Exhibit 2) depict the window leaning inwards.
35. As such, the Landlord shall inspect the window located in the bedroom of the rental unit and, on or before March 10, 2026, conduct the required repairs or replacements to ensure that the window is properly affixed to its frame and operational for its intended use and that the window-frame is also properly secured in order to comply with the requisite health, safety, housing or maintenance standards.

Relief from Eviction

36. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. The Landlord has attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the parties were unable to come to an agreement.
37. The Tenant testified that they moved into the rental unit in 2017, and currently occupy the premises with their two (2) minor children.
38. The Tenant indicated that they started to accumulate arrears as a result of their loss of employment. They have since secured new employment.
39. The Tenant estimates their current monthly household income to be in the amount of \$4,000.00, and their monthly expenses to be around \$2,864.64. They propose to enter into a repayment plan during which they would pay their ongoing lawful rent in full and on time, in addition to the monthly amount of \$400.00 towards the arrears of rent.
40. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, the length of the tenancy, along with the Tenant's payment history since the filing of the application and their expressed intent to pay the remainder of their outstanding balance, and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
41. This decision aligns with the Divisional Court's finding that an eviction should be ordered as a remedy of last resort, and should only be ordered if it is not possible to bring the tenancy back into good standing [*Britannia Glen Co operative Homes v. Singh*, cited in *Toronto Community Housing Corp. v. Thompson*, [2003] O.R.H.T.D. No. 145, *James Aylmer Langford v. Lesley Phipps and Larry Gilpin*, [1992] O.J. No. 4184 (Ont. Gen. Div.)].
42. Although the repayment plan ratified below goes beyond the amounts proposed by the Tenant, I find that their current financial capabilities can support such a repayment schedule, which – in turn – will result in their tenancy being returned into good standing on a more expedited basis.
43. While this is not the Landlord's preferred outcome, they did not dispute the sustainability of the tenancy in light of the Tenant's financial circumstances and the prejudice to them is reduced by the present order, as they would be able to seek the termination of the tenancy if the Tenant fails to abide by the conditions set-out in this order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the lawful monthly rent for the rental period starting December 1, 2025, and ending December 31, 2025, on or before January 15, 2026.

3. The Tenant shall pay the lawful monthly rent for the rental period starting January 1, 2026, and ending January 31, 2026, on or before January 25, 2026.
4. The Tenant shall pay to the Landlord the amount of \$5,507.82 for arrears of rent up to November 30, 2025, and costs. Refer to Schedule 1 for the calculation of the amount owing.
5. The Tenant shall pay to the Landlord the amount set out in paragraph 4 of this order in accordance with the following schedule:
 - On or before the twentieth (20th) day of each month, from February 20, 2026, to September 30, 2026, the amount of \$600.00 per month.
 - On or before October 20, 2026, the amount of \$707.82.
 - Refer to Schedule 2 for a detailed breakdown of the scheduled payments.
6. The Tenant shall also pay to the Landlord the new lawful rent in full and on time, as it becomes due and owing on the first (1st) day of each month, for the rental period starting February 1, 2026, and ending October 31, 2026, or until the arrears are paid in full, whichever date is earliest.
7. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord, pursuant to paragraph 4 of this order, shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within thirty (30) days of the Tenant's breach, pursuant to section 78 of the Act, for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after November 30, 2025.
8. The Landlord shall inspect the window located in the bedroom of the rental unit and, on or before March 10, 2026, conduct the required repairs or replacements to ensure that the window is properly affixed to its frame and operational for its intended use and that the window-frame is also properly secured in order to comply with the requisite health, safety, housing or maintenance standards.

January 8, 2026
Date Issued

Alexandre Traboulsi
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.

Schedule 1
SUMMARY OF CALCULATIONS

Rent Owing To November 30, 2025	\$22,326.82
Application Filing Fee	\$186.00
NSF Charges	\$54.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$16,659.00
Less the amount the Landlord owes the Tenant for an abatement	- \$400.00
Total the Tenant must pay to the Landlord	\$5,507.82

Schedule 2
SUMMARY OF PAYMENT SCHEDULE

Payment Due On or Before	Payment Amount
February 20, 2026	\$600.00
March 20, 2026	\$600.00
April 20, 2026	\$600.00
May 20, 2026	\$600.00
June 20, 2026	\$600.00
July 20, 2026	\$600.00
August 20, 2026	\$600.00
September 20, 2026	\$600.00
October 20, 2026	\$707.82