



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-014455-25

In the matter of: Box 272 - 13B, 13 Cameron St W
Cannington ON L0E1E0

Between: Raymond Martin Tenant

And

Terrence Joseph Landlord

Raymond Martin (the 'Tenant') applied for an order determining that Terrence Joseph (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 10, 2025.

The Landlord, the Landlord's representative, Reginald Brent, the Tenant's representative, Emily Purdy, 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. The Tenant testified that sometime in October 2020, he discovered a leak on the living room ceiling of his rental unit. The Tenant informed the Landlord about the leak 10 to 12 times since then and the issue still remains ongoing. The Tenant said that they have to use buckets every time it snows or rains to prevent the rental unit from flooding. The Tenant submitted photographs as evidence of the ceiling leak. The Landlord challenged the Tenant's evidence. Specifically, the images were not dated and in the same images, the ceiling was already repaired. Other than a few stains around the ceiling, there was no other proof that the ceiling was leaking.
3. The Landlord testified that they had hired a roofer to inspect the roof. A copy of the invoice by the roofer, RKO Roofing Solutions, was submitted into evidence and this evidence supported the Landlord's position that they hired professionals to try and locate the leak. The Landlord further testified that they had hired a plumber and attended the rental unit with the plumber. The hole that was made in the ceiling of the rental unit was not made by a leaking roof, but rather the plumber made the hole to try and determine if there was a pipe burst or not – the plumber found no evidence of such.

4. 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.
5. In this application, the Landlord testified that he was never informed by the Tenant about the hole in the ceiling after the plumber had completed their inspection. Also, the Landlord adduced evidence at the hearing to support that roofers had attended the residential complex and found no leaks above the Tenant's rental unit.
6. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair the rental unit and did not fail to comply with maintenance standards. I make this finding because there was no evidence that the Tenant actually informed the Landlord about the leak in the ceiling. The Tenant said he spoke to the Landlord over the phone, but the Landlord denied this. This is a typical "he said, they said" scenario. This is the Tenant's application, so the burden of proof on a balance of probability lies with them and I am not satisfied the Landlord was ever informed about the hole in the ceiling. Furthermore, there was no proof to actually establish a leak. If the issue was an ongoing issue since October 2020, I would have reasonably expected the Tenant to provide photographic or video evidence at the time of the leak. None of the images submitted into evidence by the Tenant actually show a leaking ceiling. Although there is a picture of a bucket under the ceiling of the living room, the bucket does not appear to be filled with any water. Nor is there any water surrounding the bucket to indicate that the ceiling is in fact leaking. However, in the photographs presented into evidence by the Tenant, there is one photograph that shows the ceiling had been repaired and no stains were visible. Therefore, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

January 14, 2026

Date Issued

Vishal Nanda

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.