



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-060683-25

In the matter of: 63, 70 Chapman Court
London Ontario N6G4Z4

Between: STEPHEN MCLACHLIN Tenant

And

XIAOLAN GAN Landlord

STEPHEN MCLACHLIN (the 'Tenant') applied for an order determining that XIAOLAN GAN (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household and harassed, obstructed, coerced, threatened or interfered with the Tenant (T2 application), and did not meet her maintenance obligations (T6 application).

An Adjudicative Case Conference (ACC) was scheduled to be held by videoconference on January 7, 2026.

Only the Tenant attended the ACC.

As of 11:40am, the Landlord was not present or represented at the ACC although properly served with notice of this ACC by the LTB. There was no record of a request to adjourn the ACC. As a result, I held a hearing of the matter which proceeded with only the Tenant's evidence.

Reasons:

T6 application

1. In May, 2025, the dishwashing machine in the unit stopped draining properly and was unusable. The Tenant informed the Landlord on May 29.
2. The Landlord did not address the issue until June 26, 2025. On that date, she inspected the dishwasher and found that it was full of mouldy water. She blamed the Tenant, and refused to repair the dishwasher.
3. The dishwasher remained unusable until the Tenant moved out of the unit on October 16, 2025.

4. The Landlord did not meet her obligation to maintain the dishwasher in a good state of repair. On the evidence before me, there was no basis for her to blame the Tenant for the disrepair. The dishwasher was full of mouldy water because it was not draining properly. However, even if the Tenant had broken the dishwasher, the Landlord would still have been obligated to repair it. In that scenario she could have claimed compensation from the Tenant for the repair, but she would not have been permitted to refuse to do the repair.
5. The Tenant seeks a 25% rent abatement for the disrepair. I am not persuaded that the abatement should be that high, but I will award 10% for the 140-day period from May 29 through October 16, 2025. The total comes to \$299.18. The Tenant is also entitled to reimbursement for his filing fee of \$53.00 for this application.

T2 application

6. Some of the incidents raised in the Tenant's T2 application occurred more than one year before the application was filed. As they are outside the limitation period, I cannot award a remedy for them. The incidents that are within time are as follows:
 - On August 10, 2024, the Landlord threatened to illegally terminate the tenancy if the Tenant did not agree to sign a new one-year lease.
 - On August 24, 2024, the Landlord repeated the threat.
 - On June 11, 2025, the Landlord claimed that the Tenant was only renting one bedroom, and demanded that he stop using the rest of the rental unit. On the evidence before me, this was not accurate. The Tenant had been one of several tenants who had rented the whole unit in common. The other tenants in common had vacated, leaving the Tenant as the sole tenant of the whole unit.
 - On June 23, 2025, the Landlord repeated her demand.
7. I am satisfied that the Landlord's conduct constituted substantial interference with the Tenant's reasonable enjoyment and threats, contrary to the RTA.
8. The only remedy the Tenant seeks for the contraventions is that the Landlord be ordered to pay an administrative fine to the Landlord and Tenant Board (LTB).
9. Pursuant to Interpretation Guideline 16, the LTB usually only orders a fine if "a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance." In this case, although the Landlord disregarded the RTA, I am not persuaded that the disregard was blatant. It is equally possible that she was simply unaware of her obligations. Although it is the Landlord's responsibility to inform herself regarding the law, a mistake such as this one does not, in my view, warrant a fine.
10. Further, the Tenant could have sought a rent abatement for the contravention. The abatement awarded in this case would likely have been quite small. Nonetheless, I have no reason to think that a small rent abatement would have been insufficient to deter the Landlord from engaging in similar conduct in the future.

11. I therefore decline to order a fine in this case, however the Landlord is hereby warned to inform herself as to the ways in which tenancies can and cannot be terminated under the RTA.

It is ordered that:

1. The Landlord shall pay the Tenant \$352.18, which represents a rent abatement and the filing fee for this application.
2. If the Landlord does not pay the full amount owing by January 24, 2026, she will owe simply interest calculated from January 25, 2026 at 4.00% annually on the balance outstanding.

January 13, 2026

Date Issued

Dale Whitmore

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.