



Order under Section 31 Residential Tenancies Act, 2006

Citation: Kun v Yitzhak, 2026 ONLTB 3273

Date: 2026-01-15

File Number: LTB-T-031998-25

In the matter of: 2209, 170 SUMACH ST
TORONTO ON M5A0C3

Between: Qian Kun Tenant

And

Lewin Yitzhak Landlord

Qian Kun (the 'Tenant') applied for an order determining that Lewin Yitzhak (the 'Landlord'):

- Collected or retained money illegally (**T1 application**).
- Substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household (**T2 application**).
- 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 (**T6 application**).

This application was heard by videoconference on January 5, 2026. The Tenant attended the hearing and was represented by Yan Li.

As of 10:27am, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

T1 Application:

1. At the hearing the Tenant withdrew the T1 portion of their application.

T2 & T6 Application:

2. As explained below, the Tenant proved on a balance of probabilities the allegations contained in the T6 application only.
3. The rental unit is located in a condominium. The Landlord owned the single rental unit.
4. The tenancy commenced on March 15, 2024. The Tenant vacated the rental unit on March 14, 2025.
5. The Tenant's T6 application alleges maintenance concerns with respect to the following items:
 - Kitchen fan
 - Rental unit not cleaned upon move in
 - Shower controls in bathrooms
 - Air conditioning
 - Washing machine
6. The Tenant testified that upon moving into the rental unit the kitchen hood fan was not operable and was not repaired until May 14, 2024. The Tenant also testified that upon moving into the rental unit he observed that the Landlord had not fully cleaned the rental unit and submitted into evidence photographs confirming that a basketball, a couch, a table and chair and cleaning supplies were left in the rental unit.
7. With respect to the shower controls and air conditioning, the Tenant testified that he reported these concerns to the Landlord on May 29, 2024, and that they were never repaired. As a result of the Landlord not responding to the Tenant's concerns, the Tenant stated that the shower handles were difficult to use / adjust water temperature and that the rental unit was excessively warm due to a non-functioning air conditioner.
8. With respect to the washing machine, the Tenant testified that this appliance stopped working on or about December 5, 2024. The Tenant notified the Landlord of this concern the same date and stated that the washing machine was never repaired or replaced.
9. Based on the uncontested evidence and submissions before the Board, I find that the Landlord has breached their maintenance obligations under the Act by failing to address the above noted maintenance concerns reported by the Tenant and/or present at the commencement of the tenancy.
10. The Tenant's T2 application alleges substantial interference with their reasonable enjoyment of the rental unit / residential complex with respect to two incidents.
11. The Tenant testified that on October 12, 2024, he received a call from the condominium concierge advising that someone had used a fob key registered to his rental unit to enter the buildings gym facility. The Tenant reviewed the video camera footage and confirmed that the Landlord's brother was using a copy of the Tenant's FOB key to enter the building and the common areas.

12. The Tenant also testified that on November 24, 2024, the Landlord had parked his vehicle in the Tenant's parking space without asking permission from the Tenant. The Tenant confirmed at the hearing however that he did not own a vehicle and as such, his registered parking space was never used throughout his tenancy.
13. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has substantially interfered with the Tenant's reasonable enjoyment of the rental unit or residential complex. Although I do agree that the Landlord's actions appear to be inappropriate, there was insufficient evidence before the Board to suggest that this conduct had a substantial or any impact on the Tenant or their use and enjoyment of the rental unit or the residential complex.
14. As such, the Tenant's T2 application is dismissed.
15. As the Tenant proved the allegations contained in the T6 application, the Tenant is entitled to some, or all the remedies claimed.

Remedies:

Rent Abatement:

16. The Tenant's application seeks a 100% rent abatement for the period of the tenancy. In particular, the Tenant argues that he was unable to occupy the rental unit for the months of March 2024 to July 2024 because of the state of the unit. The monthly rent during the tenancy was \$3,400.00 per month.
17. In my view the Tenant's requested rent abatement is unreasonable.
18. An abatement is a contractual remedy designed to address the idea that tenants are paying for a bundle of goods and services and if they do not receive everything they are paying for, the rent should be abated in an amount proportional to the difference between what is being paid for and what is being received.
19. Firstly, I do not accept the Tenants argument that he should receive a 100% rent abatement for the months of March 2024 to July 2024 because he did not reside in the rental unit. Subsection 13(2) of the Act states that a tenancy agreement takes effect when the tenant is entitled to occupy the rental unit and not when the Tenant decides to physically move in and occupy the unit. Although I accept that there were some maintenance concerns at the commencement of the tenancy (kitchen fan not working and some garbage left behind), these issues do not suggest that the rental unit was uninhabitable and unfit for occupancy.
20. Secondly, although I accept that the Landlord had breached their maintenance obligations under the Act and that these breaches affected the Tenant's overall use/enjoyment of the rental unit, I do not find that a 100% rent abatement is warranted. The maintenance issues plead and proven by the Tenant are minor and did not render the rental unit uninhabitable.
21. Therefore, I find that the Tenant is entitled to a total rent abatement of \$4,080.00, which represents a 10% rent abatement for the period of March 15, 2024 to March 14, 2025.

General Compensation:

22. The Tenant's application also requests \$1,000.00 in general compensation for pain and suffering. The Board has the authority to award damages for pain and suffering. The Divisional Court confirmed this jurisdiction in *Mejia v. Cargini*, [2007] O.J. No. 437 (Ont. Div Ct.) in circumstances where the damages claimed are the result of a breach of the landlord's contractual or statutory obligations. When assessing the claim for general compensation, the Board must consider the overall impact the breach had on the tenant.
23. Based on the evidence before the Board and in assessing the impact the Landlord's breach had on the Tenant, I find that the Tenant is entitled \$250.00 in general compensation. Although I accept that the Landlord has breached the Act, there is insufficient evidence before the Board to suggest that there was a substantial impact on the Tenant or their day-to-day life.

Filing Fee:

24. The Tenant paid \$48.00 for the costs of filing the application and is entitled to reimbursement of those costs.
25. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The Landlord shall pay to the Tenant \$4,378.00. This amount represents:
 - \$4,080.00 for a rent abatement.
 - \$250.00 in general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 19, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 19, 2026, the Landlord will owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 15, 2026
Date Issued

Fabio Quattrociocchi
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.