



## **Order under Section 30 Residential Tenancies Act, 2006**

**Citation:** Hamid v Gedela, 2026 ONLTB 4657

**Date:** 2026-01-15

**File Number:** LTB-T-048467-24

**In the matter of:** 8, 6020 DERRY RD  
MILTON ON L9T8L6

**Between:** Adeel Hamid Tenant

**And**

Jawaharlal Nehru Gedela Landlord

Adeel Hamid (the 'Tenant') applied for an order determining that Jawaharlal Nehru Gedela (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 8, 2025.

The Landlord 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 moved into the rental unit on November 1, 2021, and vacated the premises on September 15, 2024. In an application filed with the LTB on June 18, 2024, the Tenant alleges that on December 1, 2022, he informed the Landlord that the dryer and dishwasher were no longer functioning and required replacement. The Tenant further claims that after reporting an issue with the refrigerator, the Landlord authorized him to arrange for repairs, with the understanding that the Landlord would reimburse the associated costs.
3. The Tenant testified that the issues raised in the application concerning the dryer and dishwasher had been resolved, and he is now seeking reimbursement solely for the costs associated with repairing the refrigerator. He stated that on March 13, 2024, he informed the Landlord that the refrigerator was not functioning properly, and the Landlord instructed him to contact a repair service. The Tenant hired an appliance company to complete the repair and incurred expenses totaling \$476.10. Although the Landlord initially agreed to reimburse him for these costs, the Tenant asserts that the Landlord ultimately refused to provide compensation.

4. The Tenant submitted an invoice from AllFix.ca Service Group Ltd., dated March 13, 2024, as evidence. Although the invoice was addressed to the Landlord, the Tenant testified that he personally paid the full amount to the repair company. When asked why the invoice date matched the date he claimed to have informed the Landlord about the refrigerator issue, the Tenant stated that he was not certain of the exact date he notified the Landlord.

### Analysis and Legislation

5. Subsection 20(1) of the Act states:

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.

6. It is important to note that subsection 20(1) of the Act does not contain an element of fault. Therefore, the reasons for a landlord's breach are not relevant. In *Onyskiw v. CJM Property Management Ltd.* 2016 ONCA 477 (CanLII), however, the Court of Appeal rejected the idea that any service interruption amounts to an automatic breach of the Act. Instead, the Court urged the Board to make a "contextual analysis" in each case, looking at all the facts before finding that a landlord breached the Act. As part of this analysis, the Court directed the Board to look at the essential nature of a tenant's complaints and what steps, if any, were taken by the landlord.
7. Subsection 30(2) of the Act states: "In determining the remedy under this section, the Board shall consider whether the tenant or former tenant advised the landlord of the alleged breaches before applying to the Board." This section of the Act was intended to reflect the case law in the area that basically states that if a landlord does not know about a particular disrepair problem then the landlord cannot and should not be held financially liable for failing to address it.
8. Based on the evidence and submissions before me, I find that the Tenant has not provided sufficient proof that the Landlord agreed to cover the cost of the refrigerator repair or instructed the Tenant to hire a repair technician with the expectation of reimbursement. Furthermore, the Tenant's application does not clearly establish when the Landlord was notified of the refrigerator issue. The evidence presented suggests that the Landlord was informed on the same day the repair was completed, leaving no reasonable opportunity for the Landlord to address the problem.
9. As a result, the Tenant's application is dismissed.
10. This order contains all the reasons within it, no further reasons shall be given.

### It is ordered that:

1. The Tenant's application is dismissed.

**January 15, 2026**  
**Date Issued**

---

Susan Priest  
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.