



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: MCKAY v BRANT APTS INC\, 2026 ONLTB 6221

Date: 2026-01-20

File Number: LTB-T-089853-24-RV2

In the matter of: 8, 4 BRANT AVE
GUELPH ON N1E1E7

Between: CHARLES Thomas MCKAY Tenant

And

BRANT APTS INC Landlord

Review Order

CHARLES Thomas MCKAY (the 'Tenant') applied for an order determining that BRANT APTS INC (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 resolved by order LTB-T-089853-24-RV issued on November 4, 2025.

On December 3, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 16, 2025 interim order LTB-T-089853-24-RV-IN was issued, staying the order issued on November 4, 2025.

The review request was heard by videoconference on January 14, 2026.

The Landlord's legal representative Eric Steiman, the Landlord's agent Darren Fink and the Tenant attended the hearing.

Determinations:

The Review Request

1. In the review request, the Tenant claims serious errors of law in the order and procedural fairness issues related to the hearings held on September 9 and October 14, 2025. Specifically, the Tenant claims errors related to the dismissal of the T2 application, denial of his adjournment request, unreasonable discretion and misapprehension of evidence.

2. The initial reviewing Member reviewed the application record and listened to the hearing recording and narrowed the issue for review to whether the Member erred by not ordering the Landlord to repair and/or replace the bathtub faucet. The December 16, 2025 interim order was issued accordingly.
3. At this review hearing, the Tenant sought to raise various other issues as per his review request. The Landlord opposed the Tenant's request, stating the Member reviewed and narrowed the issues and to do otherwise would be prejudicial to the Landlord and not a good use of Board time.

Issue to be Determined

4. Rule 26.9 of the Landlord and Tenant Board Rules of Procedure establishes that the Board will conduct a preliminary review of a review request and direct a review hearing of some, or all of the issues raised in a review request. The Tenant's review request was directed to a hearing to determine if the "hearing member seriously erred related to the bathtub faucet issue.
5. At the review hearing the Tenant asked me to exercise my discretion to hear all the issues in the review request. I declined to do so. I agree with the preliminary review assessment that the other grounds of review do not have the potential of raising a serious error. Additionally, the interim order directed the parties to be prepared to address bathtub faucet issue not the entire review request and I did not think it would be reasonable, fair or expeditious to add on new grounds of review regarding the Board's other findings.
6. The initial reviewing Member listened to the hearing recording in relation to the Tenant's review request and determined to narrow the issues was reasonable. I take this to mean that the initial reviewing Member, having considered the entirety of the Tenant's request, found the majority of the Tenant's requests did not rise to a serious error.
7. Additionally, I have listened to the hearing recording and agree with the initial reviewing Member's decision to limit the scope of the issues to be determined. The other claims made in the Tenant's request do not rise to a serious error. As such, the issue to be determined is related to the bathtub faucet.

The Bathtub Faucet

8. There is no dispute that the Tenant's application included the functioning of the bathtub faucet. By way of remedy, the Tenant sought an abatement of rent and an order for repair. However, the Member, having found breach with respect to the bathtub faucet, did not order repair as sought by the Tenant.
9. The Landlord's representative agreed that the Member did not order repair but it was completed by the Landlord on December 9, 2025. The Tenant confirmed the reparations have been completed.
10. On the basis of the submissions made in the request, I am satisfied that there is a serious error related to the bathtub faucet. As per paragraph 13 of the order, the Member was satisfied that the bathtub faucet was in despair. It would have been reasonable to order the Landlord to complete the necessary repairs.

11. The Tenant's review request is granted.

The De Novo Hearing

12. The Landlord's representative agreed that the Tenant should be awarded an abatement in relation to the bathtub faucet to the date it was repaired on December 9, 2025.

13. At the hearing, the abatement was calculated based on the formula set out in the November 4, 2025 order. It was agreed that the Landlord will compensate the Tenant \$14.04 for the bathtub faucet.

14. As a result of the imposed stay, the Landlord has not paid the \$150.00 abatement as ordered.

15. Both parties understand the total abatement ordered is \$164.04. The parties agreed that this amount may be deducted from the February rent, meaning the total rent the Tenant owes for February 2026 is \$932.49. The Tenant understand he is required to pay the lawful monthly rent on time and in full from March 2026 and this reduction only applies to February 2026.

16. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-T-089853-24 issued on November 4, 2025 is granted.
2. The November 4, 2025 order is amended accordingly.

It is ordered that:

1. The Landlord shall pay to the Tenant \$164.04 representing a rent abatement for the leaking bathtub control knob and faucet.
2. The Landlord shall deduct the amount from the February 2026 rent.
3. The balance of the November 4, 2025 order remains in full force and effect.

January 20, 2026
Date Issued

Dana Wren
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.