



**Order under Section 21.2 of the Statutory Powers Procedure Act and
under Section 30 of the
Residential Tenancies Act, 2006**

File Number: LTB-T-005023-24-RV

In the matter of: 2001, 50 CHARLES ST E
TORONTO ON M4Y0C3

Between: Hongyi Liao Tenant

and

Yi Chien Tan Landlord

Hongyi Liao (the 'Tenant') applied for an order determining that Louis Huang 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.

The application was resolved by order LTB-T-005023-24 issued on May 27, 2025. By interim order LTB-T-005023-24-RV-IN2 issued on August 26, 2025, the Board cancelled that order and directed a rehearing of the application.

The application was reheard in videoconference room 149 on November 5, 2025.

The Tenant, the Landlord's agent Irena Tan, and the Landlord's legal representative David Liang and the hearing.

Determinations:

1. The Tenant applies for an abatement of rent and the cost of his hotel stay occasioned by flooding that occurred in the rental unit on December 1, 2023.
2. The parties agreed the flood on that date was not a major incident but disagreed on the severity of its impact. The Landlord agreed that the Tenant had to vacate the rental unit for about 5 days while repairs were being done. The Tenant says that in addition to that, the restoration work actually took 2 months during which time his enjoyment of the rental unit was diminished by the fact that there was ongoing construction, unfinished floors and walls and the bothersome noise of a dehumidification device. He adds that living in the rental unit was not safe because of the danger of germs. He seeks a refund of all rent paid for the 2-month period.
3. The Tenant did not allege that the Landlord was unresponsive to the maintenance needs or did the work in an unreasonable or needlessly tardy manner. The Tenant led evidence

including photographs of the construction in stages. I find based on this evidence that the work took some 6 weeks to complete. I also find the restoration was done in stages and was sufficiently disruptive to the Tenant to warrant compensation. But I do not agree that the unit was uninhabitable beyond the first 5 days. The Tenant's roommate chose to remain. The Tenant's fears of germs are nothing more than conjecture because no evidence was presented in support of them. The photographs I was shown show a unit that is in fact dry but undergoing wall and floor replacement.

Remedies

4. Abatement of rent is a contractual remedy based on the principle that if you are paying 100 per cent of the price of something you should get 100 per cent of what you are paying for; and if you are not getting that, then you are entitled to a refund equal to the difference in value. The law recognizes that there is no neat formula for determining an appropriate amount of abatement. It is always difficult to arrive at a proper quantum or percentage. There is no magic formula. I must consider the extent and seriousness of the disrepair and its impact on the Tenant. The deliberation involved has been described as "more of an art than a science."
5. On considering the totality of the evidence presented in respect of the disrepair and my assessment of its impact on the Tenant, I find a lump sum abatement of \$1,000.00 is warranted in the circumstances to account both for the 5 days that the unit was uninhabitable and the rest of the construction phase which was disruptive to the Tenant's quiet enjoyment.
6. The Tenant's request for his hotel expenses is dismissed because that claim has not been proven on a balance of probabilities. The Tenant testified he stayed with his friend for a few days suggesting there was no need for alternative accommodation. The evidence in support of the claim is also doubtful. The Tenant testified that he assessed the quantum of his claim by speaking to a travel agency. I am not satisfied this out-of-pocket expense was in fact incurred because no proof of payment was tendered.
7. The Tenant incurred costs of \$48.00 for filing the application and is entitled to be reimbursed those costs.
8. An amendment will go on consent to correct the typo in the Landlord's name.

It is ordered that:

1. The application and style of cause are amended to substitute Yi Chien Tan as the Landlord
2. The Landlord shall pay the Tenant is \$1,048,00. This amount represents:
 - \$1,000.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by February 7, 2026.

4. If the Landlord does not pay the Tenant the full amount owing by February 7, 2026, the Landlord will owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.

January 27, 2026
Date Issued

Nersi Makki
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.