



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-049473-25

In the matter of: 474 STEVENSON RD N
OSHAWA ON L1J5N6

Between: Keisha Franklin Tenant

And

Kenneth Toppin Landlord

Keisha Franklin (the 'Tenant') applied for an order determining that Kenneth Toppin (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 22, 2025. Only the Tenant attended the hearing. As of 11:00 a.m., 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:

1. The Tenant alleges that the Landlord breached his obligations under subsection 20(1) of the Act with respect to air conditioning.
2. The tenancy commenced on November 1, 2023. On June 24, 2024, the Tenant advised the acting property manager that there was a lack of cool air flowing from the air conditioning ('AC') unit. Over the next five weeks, the Landlord sent technicians to try and assess the issue. On July 30, 2024, the ducts were cleaned but failed to resolve the issue.
3. The Tenant advised the property manager on August 3, 2024, that she intended to purchase two portable AC units given the unbearable heat and lack of resolution on the AC unit. The Landlord sent a technician to the rental unit on August 6, 2024, who temporarily restored function of the AC. The AC failed the following day. A second visit from the technician included an electrician who was able to restore functionality for three hours before failure.

4. The property manager acknowledged the AC unit likely required to be replaced. In the interim, the Landlord offered to provide the Tenant with a portable AC unit. The Landlord, however, only provided a fan. On September 9, 2024, the Landlord advised the Tenant that he is not legally required to provide AC.
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. Subsection 20(1) of the Act does not contain an element of fault. The reasons for a landlord's breach of subsection 20(1) are not relevant. Regardless of the reasons why a landlord is unable to provide a rental unit in a good state of repair and fit for habitation, if they are unable to do so, they are in breach of their obligation under the Act.
7. In *Onyskiw v. CJM Property Management Ltd.* 2016 ONCA 477 (CanLII), 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.
8. Based on the evidence before me, I am satisfied the AC is in a state of disrepair. As of the date of the hearing, the disrepair issue has not been resolved by the Landlord. I find this to be unreasonable. As such, I am satisfied the Landlord breached his obligations under subsection 20(1).
9. While it is true that AC is not a vital service as defined by the Act, a landlord is obligated to provide the services that agreed to provide at the time the tenancy commenced. I am satisfied the Landlord was required to provide AC under the tenancy agreement. As such his refusal to address the issue is completely unreasonable and contrary to the Act.
10. In her application, the Tenant requests that she be permitted to do the repairs that are necessary and for the Landlord to pay the Tenant for these costs. The Tenant also requests that the Landlord be ordered to replace the AC unit and to ensure the electrical for the unit is in a good state of repair.
11. At the time of this decision, AC is not required given the cold weather. Given this, I find it reasonable and appropriate to order the Landlord to repair or replace the AC unit and to ensure the electrical breaker is not overloaded. If the AC is not adequately repaired or replaced by May 29, 2026, the Tenant is entitled to make the necessary repairs and deduct the cost from the rent until the full amount has been paid.
12. The Tenant incurred costs of \$48.00 for the application filing fee and is entitled to reimbursement of these costs.

It is ordered that:

1. The Landlord shall repair or replace the air conditioning unit by May 29, 2026.
2. If the Landlord does not do the repairs or replacement work by May 29, 2026, the Tenant is authorized to arrange for the repairs or replacement work to be done and may recover the cost of the by deducting the amount from the rent owing until there is no longer any money owing or until the Landlord has completed the repairs or replacement work.
3. The Landlord shall pay the Tenant is \$48.00.
4. The Landlord shall pay the Tenant the full amount owing by February 14, 2026.
5. If the Landlord does not pay the Tenant the full amount owing by February 14, 2026, the Landlord will owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.
6. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 3, 2026
Date Issued

Dawn Sullivan
Vice Chair, Landlord and Tenant Board

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