



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-050958-25

In the matter of: 807 Merivale Road
Ottawa ON K1Z5Z7

Between: Katelyn Roy Tenant

And

Luca Diaconescu Landlord

Katelyn Roy (the 'Tenant') applied for an order determining that Luca Diaconescu (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 their obligations under subsection 20(1) of the Act with respect to the windows.
2. The tenancy commenced on April 1, 2022. At the time of move-in, the Tenant reported to the Landlord that the weather stripping on the windows was damaged, and the windows did not open or close properly. The Landlord took no steps to address the issue.
3. The condition of the windows conditioned to deteriorate, and the Tenant continued to report her concerns to the Landlord. The Tenant explained that two windows in the upstairs bedrooms now do not fully close resulting in water and snow entering the rental unit. The Landlord has continued to fail to address the issue.

4. 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.

5. 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.
6. 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.
7. Video evidence submitted by the Tenant establishes that the crank mechanisms on the windows are in a state of disrepair hampering the Tenant's ability to open and close the windows. The weather stripping on the windows is also damaged.
8. Section 20 of the City of Ottawa Property Standards By-law requires that all windows be capable of being opened or closed easily and be maintained in a weathertight condition to prevent drafts or leakage. Based on the evidence before me, I am satisfied the windows are in a state of disrepair.
9. 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).
10. The Landlord shall be ordered to do the repairs, replacement or other work on the windows that is necessary. The Landlord shall immediately repair the weather stripping on the windows to ensure that there are no drafts or leakages. The Landlord shall immediately ensure that all windows can be opened and closed easily. If windows are required to be replaced, this replacement work shall be completed no later than May 31, 2026.
11. The Landlord shall not increase the rent for the rental unit until the work necessary to fix the windows is completed.
12. The Tenant seeks her out-of-pocket expenses connected to increased hydro costs because of the disrepair issue with the windows. The Tenant testified that as the windows were not adequately sealed and did not close properly, she had to raise the heat in her unit. The Tenant indicates that she was billed approximately \$385.00 a month for hydro costs between January and May 2025.

13. The issue with the Tenant's claim is that it is unclear as to what would be a reasonable billing amount for hydro to allow an appropriate assessment of her claim. As such, this portion of the Tenant's claim is dismissed.
14. 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 immediately repair or replace the weather stripping on the windows and shall ensure that all windows can be opened and closed easily.
2. If the Landlord does not do the repair or replacement work noted in paragraph 1 by February 28, 2026, the Tenant is authorized to deduct \$50.00 from the rent owing beginning March 2026 and continuing each month until the repair or replacement work is complete.
3. If the Landlord is required to replace any window, the replacement work must be completed by May 31, 2026. If the Landlord fail to replace the windows as necessary by May 31, 2026, the Tenant is authorized to deduct \$50.00 from the rent owing beginning June 2026 and continuing each month until the repair or replacement work is complete.
4. The Landlord shall not increase the rent for the rental unit until the work necessary to fix the windows is completed.
5. The Landlord shall pay the Tenant is \$48.00 for her cost of filing the application. If the Landlord does not pay this amount by February 16, 2026, the Tenant may deduct this amount from the March 2026 rent.
6. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 5, 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.