



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-083813-24

In the matter of: 77 Sunrise Road
ROUND LAKE CENTRE ON K0J2J0

Between: Kaitlyn McClean Tenant

And

Ontario Aboriginal Housing Services Landlord

Kaitlyn McClean (the 'Tenant') applied for an order determining that Ontario Aboriginal Housing Services (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 January 13, 2026. The Tenant and the Landlord's Agent, K. Blackwood, 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 alleged that the Landlord failed to maintain the rental unit and provided testimony about the issues of concern.

Water Leak / Electrical Outlets

3. The Tenant testified that on June 13, 2022, she observed water leaking from the pipes connected to the washing machine.
4. On June 16, 2022, the Landlord sent someone to fix it but a month later, they discovered other issues and ordered parts to repair it. About April 13, 2023, the Tenant observed the water had turned orange and this was not resolved until July 8, 2023. Similarly, a problem with electrical outlets was only resolved about the middle of 2023.
5. Section 29 (1) (2) of the *Residential Tenancies Act, 2006*, provides that a tenant or former tenant of a rental unit may apply to the Board for any of a number of reasons but no application may be made more than one year after the day the alleged conduct giving rise to the application occurred.

6. Given that the application was filed on October 10, 2024, the LTB can consider the alleged conduct if it occurred or continued after October 11, 2023. As the issue with the pipes, water and electrical outlets were resolved on or about July 8, 2023, no further consideration is given to both issues.

Smoke Detectors

7. The Tenant stated that the smoke detectors were not in compliance with safety codes because they were not hardwired or set off by heavy smoke. On cross examination, the Tenant confirmed that the smoke detectors were tested on June 12, 2024, and were found to be in working order.
8. The Landlord stated that there was no requirement that the smoke detectors be hard wired, and they inspect it periodically.
9. Section 20 (1) of the *Residential Tenancies Act, 2006* provides that 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.
10. The Tenant has not demonstrated that the Landlord neglected their responsibility by failing to maintain the rental unit. By her own admission, the smoke detectors were found to be in compliance on June 12, 2024.

Basement Seal

11. The Tenant claimed that the foundation of the rental unit and windows were not properly sealed and multiple times in the summer, snakes sneak into the rental unit. In the spring or summer 2024, the Tenant sent the Landlord a picture of a snake found in her washing machine.
12. The Landlord denied receiving any complaints about large insects or snakes entering the rental unit and had not seen the picture the Tenant referenced. The Landlord also stated that there is a procedure in filing requests for repair which involved completing a work order which the Tenant failed to do.
13. I am not satisfied on a balance of probabilities that snakes enter the rental unit or that a complaint was made to the Landlord about the foundation of the building.

Heating

14. The Tenant stated that there was no heat in the bedrooms of the rental unit, but the issue was not rectified until April 2025. The Tenant stated that she reported this problem to the Landlord's employees.
15. The Landlord stated that the Tenant did not complete a work order for the heating issue which they became aware of on April 25, 2025, when an employee of the Landlord visited

the residential complex and spoke with the Tenant. The issue was rectified by the middle of May 2025.

16. Given the evidence that the issue was resolved either in April 2025, or May 2025, and the Tenant had no evidence to support the claim that the Landlord was informed on an earlier date, I find on a balance of probabilities that the Landlord was unaware of the problem prior to April 2025.
17. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit and did not fail to comply with health, safety, housing, or maintenance standards.

It is ordered that:

1. The Tenant's application is dismissed.

February 3, 2026
Date Issued

Jitewa Edu
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.