



Order under Section 30 Residential Tenancies Act, 2006

Citation: O'Ree v Deshenes, 2025 ONLTB 91045

Date: 2026-02-03

File Number: LTB-T-100671-24

In the matter of: 309, 118 Beech Street
Ottawa Ontario K1S3K1

Between: Ginette O'Ree Tenant

And

Martine Deshenes Landlords
Katasa Groupe

Ginette O'Ree (the 'Tenant') applied for an order determining that Martine Deshenes and Katasa Groupe (the 'Landlords') 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 October 9, 2025.

Only the Tenant attended the hearing.

As of 1:24 p.m., the Landlords were 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 the Landlords breached their obligations under subsection 20(1) of the Act with respect to the door buzzer.
2. 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 for habitation and for complying with health, safety, housing and maintenance standards.

3. It is important to note that subsection 20(1) of the Act does not contain an element of fault. Therefore, the reasons for a landlord breach are not relevant. In *Onyskiw v. CJM*

Property Management Ltd., [2016 ONCA 477](#), (Canll), however, 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 that landlord breached the Act. As part of this analysis, the Court directed the Board to look at the essential nature of a tenant’s complaint and what steps, if any were taken by the landlord to address the issue.

4. Therefore, in determining whether the Landlords have breached their obligation to repair and maintain, the Board must consider whether a maintenance or repair issue existed, when the Landlords were informed of the issue or should reasonably have been aware of the issue and what steps, if any, were taken by the Landlords to address the issue.
5. Based on the uncontested evidence before me, I am satisfied the door buzzer was in a state of disrepair. I am also satisfied that the Tenant first reported the disrepair issue on January 10, 2023. The Landlords have not resolved the maintenance issue as of the date of the hearing. I find this to be unreasonable. Accordingly, I am satisfied the Landlords breached subsection 20(1) of the Act.
6. The Tenant seeks a rent abatement. She testified that because of the disrepair issue, she was unable to receive food deliveries. She described how packages delivered to her unit were stolen and how she is concerned that the disrepair issue could delay emergency responses to her unit.
7. Abatement is a contractual remedy. It reflects the idea that rent is for a bundle of goods and services and if a tenant is not receiving everything he or she is entitled to then the tenant is entitled to abatement proportional to the difference. Assessing quantum is something of an art and will vary based on a number of factors including the nature of the problem, the length of time or frequency of the breach, and the impact on the Tenant.
8. The Divisional Court in *Toronto Community Housing Corp. v. Vlahovich*, [2010] O.J. No. 1463 (*Vlahovich*), confirms that a remedy cannot go back farther than the one-year period prior to the filing of the application. The Tenant’s application was filed on December 4, 2024. Accordingly, any remedy awarded cannot go back further than December 4, 2023.
9. The maintenance issue had not been corrected at the time of the hearing and the Tenant will be awarded a rent abatement from December 2023 to October 2025 (23 months).
10. Having considered the impact of the broken door buzzer on the Tenant and the duration of the disrepair issue, I find a 2% abatement is appropriate given the disruption to the Tenant’s ability to normally reside and enjoy the rental unit. Rent charged December 2023 was \$720.00 which increased to \$738.00 on April 2025. The total abatement owed is \$333.32 (\$230.00 + \$103.32) calculated as follows: \$720.00 rent x 2% x 16 months (December 2023 to March 31, 2025) = \$230.00 and \$738.00 rent x 2% x 7 months (April 2025 to October 2025) = \$103.32).

It is ordered that:

1. The Landlord shall repair or replace the intercom system in the Tenants rental unit by February 14, 2026.
2. The Landlord shall also pay the Tenant \$386.32 which includes:
 - \$333.32 for rebate to Tenant
 - \$53.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by February 14, 2026.
4. 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.
5. If the Landlord does not complete the repair or replacement of the intercom system by February 14, 2026, the Tenant is authorized to deduct \$14.76 from month rent charges each month starting March 2026 until the Landlord has repaired the Tenant's buzzer.
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

Douglas Malanka
Member, 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.