



Order under Section 30 Residential Tenancies Act, 2006

Citation: Seyedsagha v Lee, 2026 ONLTB 12221

Date: 2026-02-10

File Number: LTB-T-075473-24

In the matter of: 2210, 88 SHEPPARD AVE E
NORTH YORK ON M2N0G9

Between: Kaveh Seyedsagha Tenant

And

Jae Hoon Peter Lee Landlord

Kaveh Seyedsagha (the 'Tenant') applied for an order determining that Jae Hoon Peter Lee (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 (T6 application); and
- collected or retained money illegally (T1 application)

This application was heard by videoconference on December 8, 2025.

The Landlord and the Tenant attended the hearing. The Tenant spoke with Tenant Duty Counsel prior to the hearing.

Determinations:

T1 application

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$2,498.00, which represents the key deposit, compensation for the N12 Notice, and the application filing fee.

Key Deposit

2. At the hearing, the Tenant clarified that the Landlord did not return a key deposit of \$400.00 when the Tenant vacated the rental unit. The application is amended to remove the claim that the rent deposit was not applied to last month of tenancy and add the claim for the key deposit.

3. The Landlord did not dispute that the key deposit collected on May 22, 2019 at the beginning of the tenancy was not returned.

4. The relevant sections of the *Residential Tenancies Act, 2006* (the “Act”) are:

105 (1) The only security deposit that a landlord may collect is a rent deposit collected in accordance with section 106.

134 (1) Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit,

(a) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable

5. Paragraph 17 of Ontario Regulation 516/06 says in part:

The following payments are exempt from subsections 134 (1) and (3) of the Act:
...

3. Payment of a refundable key, remote entry device or card deposit ... [emphasis added]

6. What this provision means is that a landlord is entitled to collect a key deposit from a tenant provided that the money is refundable. It must be returned to the tenant when the keys are returned at the end of the tenancy.

7. Based on the submissions of the parties, I find that the Landlord has retained a \$400.00 key deposit which is not permitted under the Act.

Compensation for N12 or N13 Notice owing

8. The Landlord gave the Tenant a notice of termination under section 48 of the Act on July 20, 2023 and did not pay the Tenant the compensation required by the Act.

9. Section 48.1 of the Act requires a landlord who has served an N12 Notice to give the Tenant compensation in the amount of one month of rent. Section 55.1 of the Act requires a landlord who is obligated to give compensation to a tenant under s. 48.1 to pay that compensation no later than the termination date in the N12 Notice.

10. The Landlord did not dispute the Tenant’s claim that he did not pay the compensation by the date of termination on the N12 Notice.

11. The lawful monthly rent was \$2,050.00, and therefore the Landlord must compensate the Tenant in the amount of \$2,050.00.

T6 application

12. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: the Landlord failed to repair the broken shower faucet from September 24, 2025 to October 2, 2025.
13. Therefore, the Landlord must pay to the Tenant \$303.29 which represents an abatement of rent.
14. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
15. In this case, the Tenant testified that beginning September 1 or 2, 2023, the shower handle wasn't working properly. He notified the Landlord's realtor Mr. Lee, the contact provided for maintenance issues, who came to the rental unit. The Tenant stated that Mr. Lee told him that it would not be fixed unless he moved out.
16. On September 24, 2025, the faucet broke completely, causing water to pour out full blast. The Tenant did not have a way to shut it off. Mr. Lee did not answer the Tenant's call. The Tenant called the residential complex concierge, who called the plumber for the building. The plumber was willing to fix the faucet handle, but the hot water shut off was not working. In order to shut off the water, the Landlord's consent was required, and it was not provided. Over the next few days, the Tenant repeatedly contacted the building management who advised him to contact the LTB, and then to call the City of Toronto. A City inspector came to the rental unit on September 27, 2025 and issued an order to the Landlord by email. After the Landlord received the order, he provided consent to repair the valve, and on October 2, 2025 the building plumber repaired the faucet. For nine days, the Tenant went to his brother's home to shower while hot water poured into the tub and there was no cold water in the rental unit.
17. The Landlord testified that he was out of the province. He became aware of a problem with the faucet handle on August 31, 2025 and his father and Mr. Lee went to the rental unit. He stated that he and the Tenant had communications about the brand of faucet and about changing the faucet. The Landlord first found out from building management and the City inspector on September 27, 2025 that there was an issue with the faucet again. At that time, he authorized the work to be done.
18. The Landlord submitted into evidence emails from September 25, 2025 [DOC-4939913] from the Tenant to the building management and from Mr. Lee to the Tenant and building management. Mr. Lee's email states:

As I told you, Landlord will take care after you move out. As you have written notice you have to move out Sept. 30th. Landlord said that He is ready to moving in and he

will take care of it. You are not allow to change inside of unit without Landlord's permission. [sic]

19. He also submitted an email dated September 27, 2025 from Mr. Lee to the Tenant and building management:

Landlord approved to go ahead for fixing the water matters immediately for unit 2210.

20. The Landlord testified that he had originally been under the impression that this was a minor issue. He also stated that he believed that the N12 Notice was enforceable and that the Tenant was required to move out because he gave the notice. He therefore thought he could fix everything after the Tenant vacated. He repaid the Tenant \$622.65 for the plumber and increased water costs.

Analysis

21. The Landlord relied on advice provided by his realtor, who is not licensed to give legal advice. While I am satisfied that the Landlord sincerely believed that the Tenant needed to move out because he gave an N12 Notice, the Tenant has a legal right to a hearing rather than simply moving out.
22. The Tenant attempted to inform the Landlord's agent immediately of the issue with the faucet, but did not receive a response. The response, when it came, was that it would be fixed when the Tenant vacated. It appears that the Landlord's agent may not have informed the Landlord of the issue, and it was not until the City became involved and informed the Landlord directly that the Landlord became aware of the problem. When he was aware, he acted promptly to address the issue.
23. The Landlord delegated authority for management of the property to the realtor, who failed to properly address the maintenance concern. His initial response that the Tenant needed to move out delayed the process of fixing the faucet and meant that the Tenant had hot water running in his unit for nine days, during which he could not use the shower. This was not a reasonable response to the maintenance concern. It was only because the Tenant contacted the City that the problem was resolved.
24. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit by failing to fix the shower when the faucet broke.
25. I find that the Tenant is entitled to an abatement of rent for the nine days that he did not have access to a shower.

Remedies

26. An abatement of rent is a contractual remedy. It recognises the idea that a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for then he or she is entitled to abatement proportional to the difference between what is being paid for and what is being received.

27. Although the Landlord himself was not aware of the issue until September 27, 2025, his agent was aware on September 24, 2025 and the Tenant did not have full use of his shower until October 2, 2025.
28. There is no evidence before me that the Tenant acted unreasonably or contributed to the issue. I am also satisfied on the evidence presented that the problem with the shower faucet was not unforeseen due to the fact that the Tenant reported to the Landlord that the faucet was loose several weeks before and nothing was done to repair or replace it at that time.
29. The Tenant lived with hot water pouring from the tub faucet for nine days and no cold water in the rental unit. This substantially disrupted his ability to normally reside in the rental unit for nine days.
30. Quantifying the loss to the Tenant is not an exact science. In determining the amount of abatement, I look to the nature of the issue, the duration, and the impact on the Tenant. I find that a 50% rent abatement for the nine days that the Tenant did not have cold water or the ability to shower in the rental unit is appropriate.
31. Therefore, I find that a rent abatement of \$303.29 is appropriate in the circumstances ($\$2,050.00 \times 12 \div 365 \times 9 \text{ days} \times 50\%$).

It is ordered that:

1. For the T1 application: the total amount the Landlord shall pay the Tenant is \$2,498.00. This amount represents:
 - \$400.00 for the illegal charge collected.
 - \$2,050.00 for the compensation owing.
 - \$48.00 for the cost of filing the application.
2. For the T6 application: the Landlord shall pay the Tenant is \$303.29 for a rent abatement from September 24, 2025 to October 2, 2025 (T6 application).
3. The total amount that the Landlord owes the Tenant is **\$2,801.29**.
4. The Landlord shall pay the Tenant the full amount owing by February 21, 2026.
5. If the Landlord does not pay the Tenant the full amount owing by February 21, 2026, the Landlord will owe interest. This will be simple interest calculated from February 22, 2026 at 4.00% annually on the balance outstanding.

February 10, 2026
Date Issued

Margo den Haan
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.