



Order under Section 130 to the Residential Tenancies Act, 2006

Citation: Al-Juboori v Dhaliwal, 2026 ONLTB 11980

Date: February 6, 2026

File Number: LTB-T-053970-25

In the matter of: 12591 Hurontario Street
Caledon, ON L7C2C7

Between: Ali Al-Juboori Tenant

And

Kulwant Dhaliwal Landlord

HEARING ORDER

Ali Al-Juboori (the 'Tenant') applied in a T3 application seeking a reduction of the rent charged for the rental unit because the Tenant claimed Kulwant Dhaliwal (the 'Landlord') caused a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex.

This application was heard by videoconference on January 6, 2026. The Tenant attended and spoke to tenant duty counsel before the hearing started. The Landlord attended with his wife Sarvjit Dhaliwal.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the lawful monthly rent shall be reduced by 20% going forward.
2. The Tenant claimed that the Landlord did not perform maintenance that was ordered by this Board in prior T3/T6 order LTB-T-059351-23 / LTB-T-096961-24, issued on May 26, 2025 (the 'Prior Order'). Specifically, the Tenant alleged 4 grounds of discontinuance as they were listed in the Prior Order: *(1) repair the AC unit so that it blows cold air and not warm air; (2) inspect and repair the electrical issue with the furnace; (3) repair or replace the clothes dryer; and (4) replace any damaged window screens in the rental unit.*
3. The Prior Order required the Landlords to complete the 4 listed repairs on or by June 15, 2025.

Window Screen Issue - Dismissed

4. The allegation that the window screens were not repaired or replaced is a maintenance issue. Window screens do not fall within the definition of “*services and facilities*” in section 2 of the *Residential Tenancies Act, 2006* (the ‘Act’). As a result this portion of the claim is dismissed.

Air Conditioner and Furnace Issues - Proven

5. There was no dispute between the parties that the Landlords failed to perform the repairs or replacements to the air conditioner and furnace issues by the due date of June 15, 2025.
6. There was no dispute that on June 15, 2025, the Landlords gave the Tenant a notice of entry, stating that the next day on June 16, 2025, there would be an entry. The Landlords did not provide a copy of the written notice of entry; however, the Tenant did not deny receiving some kind of notice.
7. The parties gave contradictory evidence about what happened on June 16, 2025. The Tenant testified that one person came, went into the rental unit for 5 mins, did not go downstairs to inspect the furnace, came outside and said the air conditioner needed more gas, and he said he would return to top up the gas “in a few day, 2 or 3 days”. The Tenant testified that neither the air conditioner nor furnace were fixed on June 16, 2025. He testified they both remain broken as of the hearing.
8. The Landlord testified that both the air conditioner and furnace were fixed on June 16, 2025. His handyman “Kuldeep” and “Hans Air Systems” fixed both issues. The Landlords said they had invoices but did not have them in hand for the hearing. The handyman or technician(s) were not brought to the hearing to testify as witnesses or be cross-examined. The Landlord only had heresay evidence that the technician verbally told him on June 16, 2025 that everything had been fixed.
9. The Landlord denied ever hearing from the air conditioner technician that any gas needs to be topped up.
10. The parties provided some testimony about an altercation that occurred between them, where police were called. Although the Tenant admitted to refusing entry to the Landlord into the rental unit, I find that the altercation between them was not relevant to the issue of whether the repairs were done or not.
11. In the Prior Order, the Tenant’s T3 application was dismissed because of his behaviour of bothering the plumber by videotaping and obstructing the contractor from doing work. Tenant also chose to attend other appointments in future planned entries, thereby preventing the plumber from doing his work.
12. This situation is different because the Landlord presented no evidence that the Tenant ever denied entry to any of the technician(s) the Landlord sent to the rental unit. The police

incident was a result of an alleged dispute between the Landlord Kulwant and the Tenant directly, not regarding any worker or technician.

13. The onus is usually on the party making a claim to prove on a balance of probabilities their claim. If the Landlord did in fact hire any technicians or handyman to fix the air conditioner and furnace on June 16, 2025, he did not provide any evidence of it at the hearing other than hearsay.
14. As a result, I find it is more likely than not, that the air conditioner and furnace issue remain unrepaired. I preferred to accept the firsthand testimony of the Tenant who saw the air conditioner tech enter for only 5 minutes, and his testimony that both issues remain unfixed.
15. By contrast, I did not place much weight on the Landlord's hearsay evidence that the handman told him verbally everything was fixed.
16. By the Landlord's own admission, they failed to meet the time deadline in the Prior Order. The Landlord deflected much of the responsibility for disclosure such as proof of invoices to their paralegal. The Landlord advised the paralegal has the invoices but could not attend the hearing.
17. I find that the Tenant has proven on a balance of probabilities, that there was a reduction in air conditioning and heating facilities.

Broken Dryer - Proven

18. The Tenant claimed that the dryer was never repaired or replaced as required by the Prior Order. The Tenant showed his Zoom video background which revealed drying clothes on various surfaces in the rental unit.
19. The Landlord provided no evidence that the dryer was repaired or replaced.
20. I find that the Tenant has proven on a balance of probabilities, that the dryer is still broken and was not repaired or replaced by the Landlord as required by the Prior Order. This was a reduction or discontinuance of laundry facilities.

Remedies

21. The only remedy requested by the Tenant was for a 30% rent reduction to reflect the reduced or discontinued services and facilities. The Tenant was not interested in ever having the services or facilities for laundry, heat or air conditioning fixed. The Prior Order already gave the Landlords a deadline of June 15, 2025, which they failed to meet. The Tenant testified that he has adapted to the situation by using space heaters in the winter, fans in the summer, and air-drying clothing.
22. I find that the 30% requested is excessive. The window screen issue was not a proper T3 claim. The problems with the air conditioner and furnace do not impact the Tenant at the same time. One issue affects the Tenant in the summer, one in the winter. Considering

that it is really 2 issues total (lack of dryer, and lack of proper temperature regulation) which impacts the Tenant, I find a fair reduction to the rent is 20%.

23. The lawful monthly rent (currently \$1,500.00 per month) is ordered to be reduced by 20% (\$300.00). The new lawful monthly rent going forward is \$1,200.00.

24. Since the Tenant was successful on some of the application claims, he is entitled to a reimbursement of the costs for filing the application, in the amount of \$53.00.

It is ordered that:

25. The lawful monthly rent is hereafter reduced by 20%.

26. The Landlord shall pay the Tenant \$53.00 to reimburse for the cost of filing the application. The Landlord shall pay the full amount owing of \$53.00 by February 17, 2026 (standard 11 days from the issuance date of this order).

27. If the Landlord does not pay the Tenant the full amount owing by February 17, 2026, the Landlord will owe interest. This will be simple interest calculated from February 18, 2026 onwards at 4.00% annually on the balance outstanding.

February 6, 2026
Date Issued

Michelle Tan
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.