



Order under Section 135 Residential Tenancies Act, 2006

Citation: Kirby-Reid v Grewal, 2026 ONLTB 12751

Date: 2026-02-12

File Number: LTB-T-084257-24

In the matter of: 805, 3900 CONFEDERATION PKY
MISSISSAUGA ON L5B0M3

Between: Nikisha Kirby-Reid Tenant

And

Rachhpal Grewal Landlord

Nikisha Kirby-Reid (the 'Tenant') applied for an order determining that Rachhpal Grewal (the 'Landlord') collected or retained money illegally; substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household; and 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 14, 2026.

The Landlord, the Landlord's representative Sathiyapriya Kalaimathian, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the T6 application on a balance of probabilities. Therefore, the Landlord must compensate the Tenant in the amount of \$3,017.24 plus the filing fee.

T1 Application

2. At the commencement of the hearing, the Tenant withdrew her T1 application which pertained to a \$2,300.00 illegal charge that was collected at the start of the tenancy.

T2 & T6 Applications

3. The Tenant claimed the same issue on both the T2 and T6 application. The Tenant claims that a leak in the bathroom ceiling of the rental unit started on September 27, 2024 and

continued until February 6, 2025. The Tenant sought to amend her T6 application to increase the amount of rent abatement claimed to \$9,200.00. The Landlord consented to this amendment.

4. I declined to hear the Tenant's T2 application. The issue complained of is more appropriately categorized as a maintenance issue, and there was no prejudice to the Tenant in hearing it as a T6 issue given that the Tenant claimed a larger abatement of rent on the T6 application. The only remedy claimed by the Tenant is an abatement of rent.
5. As of the hearing date, the Tenant still resides in the rental unit.
6. The lawful rent is \$2,300.00 per month.

Maintenance

7. The Tenant claimed that she began to notice an intermittent leak in the ceiling above her bathroom shower around September 27, 2024 when black mold began to form. The Tenant advised the Landlord of the issue on the same day. The Tenant stated that the complex's property management company attempted to fix the issue on several occasions without success, including on October 16, 2024, October 17, 2024, and January 14, 2025. The issue persisted and was considered resolved as of February 7, 2025. The Tenant also testified that between January 30, 2025 to February 6, 2025 she was not permitted to enter the washroom, her laundry room, kitchen or closet while repairs were conducted.
8. The Tenant stated that while the issue was ongoing, she was hesitant to use the washroom, of which there is only one in the rental unit, because she noticed changes in her breathing. The Tenant submitted a copy of a prescription into evidence for an inhaler, as well as images and video of the leak and the black staining which formed on the ceiling.
9. The Landlord denied being liable for the leak and stated that he made a prompt effort to reach out to the building's property management company in order to arrange for repairs to be done.
10. On a balance of probabilities, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit.
11. 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.
12. While the Landlord did reach out to property management about the leak on behalf of the Tenant, I find that the Landlord also failed to take reasonable steps to mitigate damage to the unit. The Landlord testified that maintenance is not his responsibility given that his property management company charges him monthly maintenance fees.

13. In this case, the Landlord never hired his own plumber to investigate the source of the leak, nor did he remove or repair the affected part of the ceiling. The Landlord is also liable for the inaction of their agent, the property management company.

Remedies

14. The Landlord is ordered to compensate the Tenant in the amount of \$3,017.24 which reflects a 30.00% abatement of rent for the period of September 27, 2024 to February 6, 2025. This abatement reflects the impact on the Tenant's health over 133 days while the repairs were outstanding and how the Tenant's use of the unit was substantially disrupted. A 30.00% abatement of rent is ordered because the Tenant did not lose complete use of the washroom over this period.

It is ordered that:

1. The T1 application is withdrawn.
2. The T2 application is dismissed.
3. The Landlord shall pay the Tenant \$3,065.24. This amount represents:
 - \$3,017.24 for a rent abatement for the period ending February 6, 2025.
 - \$48.00 for the cost of filing the application.
4. The Landlord shall pay the Tenant the full amount owing by February 23, 2026.
5. If the Landlord does not pay the Tenant the full amount owing by February 23, 2026, the Landlord will owe interest. This will be simple interest calculated from February 24, 2026 at 4.00% annually on the balance outstanding.
6. If the Landlord does not pay the Tenant the full amount owing by February 23, 2026, the Tenant may recover this amount by deducting \$2,300.00 from the rent for March 2026 and the balance owing from the rent for April 2026.
7. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 12, 2026
Date Issued

Madeline Ntoukas
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.