



Order under Section 30 Residential Tenancies Act, 2006

Citation: Lee v Ding, 2026 ONLTB 12864

Date: 2026-02-09

File Number: LTB-T-053512-25

In the matter of: 2, 2476 RIVARD AVE
WINDSOR ON N8T2H2

Between: Jacob Lee Tenant

And

Rui Ding Landlord

Jacob Lee (the 'Tenant') applied for an order determining that Rui Ding (the 'Landlord') failed to meet the Landlord 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 August 25, 2025 and November 24, 2025.

The Landlord's Legal Representative Yungiao Zhang, the Landlord, the Tenant's Legal Representative Torri-Lee Jenkins and the Tenant attended the hearing.

At the August 25, 2025, hearing the Board expressed concern that the Landlord did not sufficient capacity to participate in English and directed an adjournment and directed the Landlord to provide their own certified mandarin interpreter.

The Board was assisted, on consent, by Linda Qin to provide interpretation of Mandarin to English. they are not a certified interpreter.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application. Therefore, the Landlord shall be ordered to effect repairs and pay compensation to the Tenant.
2. The Tenant alleges that there is a water leak somewhere in the bathroom that has caused the drywall to fall from the ceiling, and that there are signs of mould.
3. The Tenant Jacob Lee testified. They referred to their evidence package found at DOC-6234593.

4. They testified that a leak in the bathroom was first observed on May 1, 2025. At pages 3-4 they advised the Landlord of the leak. They stated that there was water on the bathroom floor. They provided a photo found at page 6 that was sent on May 29, 2025 to the Landlord showing the extent of the water damage in the bathroom. There are additional photos found at pages 7-8.
5. The Landlord came to inspect in June, either June 6, or June 16, the Tenant could not recall exactly when. The Tenant stated that the Landlord did hire a plumber but that they could not find any leak.
6. Eventually, the Tenant filed a complaint with the City of Windsor, at page 9, and the City of Windsor issued a Order to Repair found at page 10. They stated that the Landlord did not comply with the City Order.
7. They stated that the Landlord attempted repairs themselves be replacing the drywall, however there was still leaking.
8. The Tenant referred to photos for context, at pages 13 and 14, to show that the bathroom exhaust fan had been removed and the vent covered over with gyprock.
9. At page 16, the Tenant referred to a photo of the new gyprock showing signs of dampness from a water leak.
10. At page 19, this photo taken on July 30, 2025, shows that after installing new gyprock, that black mould began to show through on the gyprock.
11. On cross-examination, the Tenant confirmed that the Landlord had entered multiple times to try to fix the water leak and that they had denied access to the bedroom located behind the bathroom.
12. The Landlord Rui Ding testified. They confirmed receiving notification from the Tenant about the water leak on May 1, 2025. They stated that they did conduct an initial inspection with their spouse on May 2, 2025. They stated that their spouse could not find a leak at that time, but did see the damage to the ceiling.
13. They testified that on May 3, 2025 they conducted an inspection of the unit above and could not find any water leak at that time.
14. They confirmed that the City conducted an inspection and they were ordered to repair issues.
15. They testified that they did send a plumber but that the plumber could not find the leak.
16. They referred to the Landlord's evidence package found at DOC-6217715 at page 22, a receipt and inspection report from Mr Rooter plumbing. They denied that the plumber had found any leaks. They stated that the repairs recommended by the plumber had been completed.
17. On cross-examination, they stated that their spouse replaced the valve as recommended by the plumber. They stated that their spouse is a professional working in maintenance and has plumbing certifications. They also stated that their spouse had repaired the ceiling. They also further clarified that their spouse is a licenced master electrician.

18. They confirmed that the leak has not been repaired because they cannot find it.
19. The Landlord witness Keifer Vandenenden testified. They are a bylaw officer with the City of Windsor.
20. They testified that they visited the unit on June 19, 2025. They met with the Landlord and the Tenant on June 20, 2025.
21. They testified that they observed excessive water damage above the toilet.
22. They testified that the Order issued by the City has been complied with and that the Landlord had been cooperative.
23. They testified that the Landlord had advised that Mr Rooter had been retained.
24. They testified that on July 23, 2025 during a follow-up inspection they did not find more damage. They observed new gyprock with unfinished mudding and cracking.
25. They testified that on August 15, 2025 during another inspection there observed new gyprock and it was showing signs of new mould on the walls and ceiling.
26. They testified that they did a follow up inspection on October 1, 2025. At that time the Tenant denied entry. They testified that the Tenant had confirmed that the ceiling had been patched and the exhaust fan replaced.
27. On cross-examination they testified that they had closed the Order because they had deemed the Landlord to have completed the repairs, even though they could not verify because the Tenant was not cooperating. They testified that in their mind they were not sure that the water damage had been repaired.
28. The Landlord witness Ruchuan Sun testified. They are a general contractor building homes for about 8 years. They were hired by the Landlord to repair the water leak.
29. They testified that they inspected the unit on August 1, 2025. They conducted a visual inspection only and could not see any of the plumbing at that time. They testified that they did not observe a water leak at that time. They also stated that they did not see any mould at that time.
30. The Landlord's spouse Yong Zhao testified. They stated that they do maintenance around the residential complex. They stated that they have been doing this for over 10 years.
31. They testified that they had visited this rental unit many times to check for a water leak and had also inspected the upper units. They stated that they could not find a water leak.
32. They commented the Tenant's photo at page 19 of the Tenant's evidence package to state that they can see the black spots, but could not say if that is mould or whatever it was.
33. They confirmed that there had been a prior water leak several years ago.
34. They confirmed that they are licensed electrical contractor and electrician.
35. On cross-examination, in reference to the recommendation from Mr Rooter to replace a leaking valve, they stated that they did not replace it because it was not leaking.

36. Further, where Mr Rooter in their findings reported on August 18, 2025, they had noted that the bathrooms in the upper units may leak if not sealed, asked if the bathrooms had been resealed. The witness stated that they thought it was done, that they may have done it around May 12, 2025.

Analysis

37. 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.
38. I am satisfied based on all the testimony that it is more likely than not that there a water leak that has been leaking onto the bathroom ceiling, and possibly running down the interior walls around the bathroom. I say this because, the Landlord and their agents, could not find a leak, and yet, the photo's clearly show otherwise.
39. The Landlords witness Yong Zhao testimony lacked credibility. If the walls are not opened up to check for a source of the leak, it is unreasonable to conclude that there is no leak.
40. The Landlord rejected the advice of Mr Rooter to replace a valve, because they did not believe a licenced plumber that the valve was leaking.
41. I also accept that the Tenant may have been denying entry to prevent the inspections and repairs. This may in part be in due to fact that the Landlord kept denying any leaks were present and that it was the Landlord that was doing the repairs and inspections.
42. I note that it appears that the Landlord had attempted to remove the exhaust fan from the bathroom, until the City order to replace it. Inadequate ventilation to remove moisture, in my view directly contributes to conditions that are ripe for mould growth. [Health Canada's guide](#) to addressing mould states that moisture is present when showering and bathing particularly if exhaust fans are not used or venting properly, that if unresolved mould will appear.
43. Therefore, for these reasons, I find that the Landlord failed to meet the Landlord obligations under subsection 20(1) of the Act to repair or maintain the rental unit.

Remedies

44. The Tenant was seeking a rent abatement of 50% for the period May 1, to October 1, 2025. They stated that they were unable to shower, had to go elsewhere to shower and were otherwise unable to use the bathroom for a significant time. They indicated that the rent during this period was \$927.70.
45. The Landlord submitted that because they could not find a leak, that they had responded in a reasonable time that no rent abatement should be awarded. They referred to the Board's Interpretation Guideline 5, Breach of Maintenance Obligations that states if the

problem is rectified that a rent abatement is not justified or unreasonable if access had been denied.

if the landlord responded within a reasonable time, and the response was appropriate to effect the repair, no abatement or other remedy should be ordered.

The tenant may have unreasonably prevented the landlord from entering the unit to assess the problem or make the repairs. In such a case, the repair may still be ordered to be done by the landlord or the tenant, but the tenant's conduct may result in no abatement or other remedy.

46. In the present case, the Landlord confirms that they had entered the unit on multiple occasions and could not find any water leaks. If the result is always going to be the same, no leaks found, in my view continued inspections are unreasonable; and if the Tenant denied entry for more inspections, I would not find that to be unreasonable. I accept that as of October 1, 2025, the Tenant was no longer permitting access to the City Inspector and had told them that the repairs were complete.
47. I note also that even where a professional recommended a repair, the Landlord did not follow that advice.
48. As a result, I am not satisfied that the Landlord response was reasonable in all the circumstances.
49. Therefore, I am satisfied that a rent abatement of 20% is reasonable in all of the circumstances. The parties did not refer the Board to any decisions where an abatement of 50% had been ordered and in my view that amount is high. Therefore, the Landlord shall be ordered to pay a rent abatement of \$1,113.24.
50. The Tenant requested that the Board order that the Landlord be ordered to retain a professional to inspect, to find the leak and to repair the leak, and that the consequential repairs to gyprock be repaired to a professional standard. They also requested an order that the Landlord replace the valve as recommended by Mr Rooter.
51. The Landlord did not respond to this request.
52. I am satisfied that in all the circumstances that it would be appropriate to order the Landlord to make these repairs and they shall be ordered. In so ordering, I will defer any future rent abatements to give the Landlord reasonable time to complete the repairs. I will also direct that the Landlord use only water-resistant interior gypsum panel specially designed for bathrooms when replacing any gypsum in the bathroom.
53. The Tenant is reminded that they must not interfere with the Landlord's efforts to retain qualified and professional plumbers, contractors, or others from inspecting and repairing the water leak and in replacing the gyprock. If the Tenant does impede the repairs, or otherwise deny entry for repairs, any future rent abatement is denied and may not be claimed by the Tenant.

54. The Tenant requested general damages of \$1,500.00 for the stress and fear of living through this and the exposure to mould.
55. The Landlord did not respond to this request.
56. In my view, the Landlord created the ideal conditions for mould to grow by removing the exhaust fan that would have otherwise vented outside the moisture that come from everyday living, showering, and bathing. They also failed to address the water leak and denied that there was a water leak. Yet they also did not provide any explanation for the obvious water damage in the bathroom.
57. As a result, I am satisfied that general damages in the amount of \$1,500.00 is reasonable in all the circumstances.

It is ordered that:

1. The Landlord shall repair the water leak and any consequential damage to the gypsum in the bathroom within 90 days.
2. The Landlord shall retain a certified/licensed plumber to find the leak and authorize the plumber to open the walls and ceilings as required to find and repair the water leak.
3. The Landlord shall have the valve replaced as recommended by Mr Rooter using only a certified/licensed plumber.
4. The Landlord shall only use water-resistant interior gypsum to replace any gypsum in the bathroom.
5. If the Landlord does not do the repair within 90 days the Tenant is authorized to deduct a rent abatement of 5% from the rent owing thereafter beginning **June 1, 2026** until the repair is complete.
6. If, however, the Tenant interferes with the Landlord in effecting the repairs or by denying access, then there shall be no further rent abatement permitted.
7. The Landlord shall also pay the Tenant is \$2,613.24. This amount represents:
 - \$1,113.24 for a rent abatement, and
 - \$1,500.00 in general damages.
8. The Landlord shall pay the Tenant the full amount owing by February 20, 2026. The Landlord may offset any arrears of rent owing, if any, by this amount.
9. If the Landlord does not pay the Tenant the full amount owing by February 20, 2026, the Landlord will owe interest. This will be simple interest calculated from February 21, 2026, at 4.00% annually on the balance outstanding.

10. If the Landlord does not pay the Tenant the full amount owing by February 20, 2026, the Tenant may recover this amount by deducting the amount from the monthly lawful rent that comes due only after the Landlord's application LTB-L-081505-25 is finally resolved

February 9, 2026

Date Issued

Robert Patchett

Vice Chair, 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.