



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-044942-25

In the matter of: 311, 38 GANDHI LANE
THORNHILL ON L3T0G9

Between: Ahsan Saeedzadeh Tenant

And

QING YAN Landlord

Ahsan Saeedzadeh (the 'Tenant') applied for an order determining that QING YAN (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.

This application was heard by videoconference on February 4, 2026.

Only the Landlord attended the hearing.

As of 10:57 a.m., the Landlord was 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. As explained below, the Tenant proved on a balance of probabilities the allegations contained in the application. Therefore, the Landlord must pay \$5,648.00 to the Tenant on or before February 20, 2026.
2. The parties signed a fixed term tenancy agreement for the period of January 15, 2025 to January 31, 2026 at a monthly rent of \$2,300.00 due and payable on the 1st day of each month. The Tenant still resides in the rental unit. The rental unit is in a building managed by a Condominium Corporation.
3. In this application, the Tenant alleges that the Landlord failed to maintain the rental unit in a good state of repair and fit for habitation due to a sewage back-up that occurred on April 23, 2025 in his rental unit.

4. Subsection 20(1) of the Act states the following:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

5. In [Onyskiw v. CJM Property Management Ltd., 2016 ONCA 477](#) ('Onyskiw') 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.
6. The Tenant stated that when the sewage back-up occurred he was at work and received a call from the Condominium Management advising of the issue. He also stated that upon arrival at his unit, it was a disaster and had a really bad odour. He further stated that he could not reside in the unit at that time. In support of his assertions, the Tenant provided copies of photos taken at that time into evidence (DOC-5725296, DOC-5725300, DOC-572301, DOC-5725303 and DOC-5725304).
7. The Tenant also stated that the Condominium Management offered the Tenant a guest suite in the building for that night, however upon using the suite he discovered there were no linens, pillows or towels available for him to use. The Tenant then contacted his insurer who advised that he was covered for hotel/Airbnb expenses. The Tenant discovered from his insurance adjuster on May 2, 2025 that there had been an on-going series of sewage back-ups into the unit since April 23, 2025 and the unit was still not ready for habitation.
8. The Tenant further stated that it took a total of fifty (50) days for the rental unit to be repaired and restored for occupation. He stated that the Landlord was the one who had to communicate with the Condominium Management and it was a struggle to get any information from the Landlord during this time.
9. Based on the uncontested evidence before me, I was satisfied that the Landlord breached their obligations under subsection 20(1) of the Act by failing to maintain the rental unit in a good state of repair.
10. In accordance with *Onyskiw*, the Landlord was not automatically in breach of his maintenance obligations once he became aware of the sewage back-up. However, after taking a contextual approach and consideration of the entirety of the factual situation, the Landlord was unresponsive to the Tenant with respect to the on-going sewage back-ups in the unit and/or any timelines for repairs. As such, I was satisfied that the Landlord's response in these circumstances was unreasonable.

Remedies

11. In this application, the Tenant requested an abatement of rent totalling \$2,300.00, \$1,000.00 for the costs to repair/replace his belongings damaged, an order that the

tenancy terminate as of July 1, 2025, and general compensation of \$4,000.00 to cover his additional costs and losses not covered by insurance.

12. At the hearing, the Tenant confirmed that he was still in the rental unit and no longer seeks an order terminating the tenancy.
13. Based on the uncontested evidence before me, the Tenant was not able to reside in the rental unit from April 23, 2025 to June 19, 2025, a total of fifty-seven (57) days. Given this, I was satisfied that the Tenant was entitled to an abatement of rent. The lawful monthly rent at the time was \$2,300.00 which is the amount claimed by the Tenant in this application. Since, the Tenant was not able to reside in the unit for over one month, I find that the Tenant is entitled to \$2,300.00 for an abatement of rent as requested.
14. The Tenant stated he paid an insurance deductible of \$1,000.00 which covered the costs to repair or replace his property that was damaged as a result of the sewage back-ups into the unit. Therefore, I find that the Landlord must pay the Tenant \$1,000.00 for these costs that were the result of the Landlord's breach.
15. The Tenant stated that his insurance covered his hotel and food expenses while out of the rental unit, but that there was a limit on this coverage and he eventually had to go stay with friends in Hamilton. He stated that he incurred additional expenses during that time including driving back and forth to Thornhill for work and having to check on status of the rental unit. He also stated that during this time he was required to pay his rent and other housing costs so he had to withdraw moneys from his TSFA. He further stated that not being able to return to his unit for this length of time amount to a complete upheaval of his life.
16. Subsection 30(1) of the Act, provides that the LTB may make any other order that it considers appropriate. In this case, I accept that not having a home to return to would negatively impact the Tenant's life and cause distress, inconvenience, stress, lost time, and expense. Therefore, I find that the Tenant is entitled to general compensation of \$2,300.00 in these circumstances.
17. The Tenant is also entitled to \$48.00 for the costs of filing this application.

It is ordered that:

1. The Landlord shall pay the Tenant is \$5,648.00. This amount represents:
 - \$2,300.00 for a rent abatement for the period ending June 19, 2025.
 - \$1,000.00 for the reasonable costs that the Tenant has incurred to repair/replace property that was damaged/destroyed/disposed of as a result of the Landlord's actions.
 - \$2,300.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 20, 2026.

3. 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.
4. 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 rent owing for March 2026, April 2026, and May 2026 until there is no longer any money owing.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 9, 2026
Date Issued

Lisa Del Vecchio
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.