



**Order under Section 30
Residential Tenancies Act, 2006**

File Number: LTB-T-066218-24

In the matter of: BASEMENT, 780 SOMBRERO WAY
MISSISSAUGA ON L5W1S8

Between: CHELSEA ORSER Tenant

And

AAMNA RIZVI Landlord

CHELSEA ORSER (the 'Tenant') applied for an order determining that AAMNA RIZVI (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.

The Landlord and the Landlord's legal representative, F. Alvi and the Tenant and the Tenant's legal representative, A. Peart attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. This application proceeded on the Tenant's amended application that was submitted and served to the parties on September 30, 2025. The amended application was served pursuant to an interim order dated September 18, 2025.
3. The Tenant's application alleges that the fridge and stove did not function properly and that the unit was not cleaned properly after a flood resulting in the Tenant paying a third party to clean the unit.
4. The T6 application also included an allegation about the furnace that was not a disrepair issue so it could not be heard as a part of this T6 application.

Tenant's evidence- fridge/stove disrepair

5. The Tenant testified that she lived in the unit with her son from 2016 until May 2025.

6. On June 5, 2022, the Tenant sent a text to the Landlord advising that there are issues with the fridge and stove in the unit. (DOC-7251801, Page 3) She testified that the freezer was over freezing and it affected the fridge as well as food kept in the fridge would end up with freezer burn. She testified that the oven could not retain the proper temperature and food would burn.
7. The Tenant testified that she was under the impression that she would be getting a new fridge and stove, but delivery of same would be delayed due to Covid-19. She testified that she had no further conversations with the Landlord about the fridge or stove since June 2022.

Landlord's evidence- fridge/stove disrepair

8. The Landlord testified that when the Tenant notified him with the issues with the fridge and stove, he noticed that the settings on the fridge were not correct as they were set at the warmest settings. He advised the Tenant to change the settings. (DOC-7238962, Page 6 and 7) He testified that after that communication in June 2022, he did not hear anything further about it. The Landlord testified that he also checked the stove while he was down there, and it was in working order.
9. The Landlord testified that as a result of a flood in the unit in the summer of 2024, his insurance company sent an appliance specialist from Micronics to access the condition of the appliances in the basement unit. A copy of the report was submitted into evidence. (DOC-7238962, Page 4) The report indicates that both the fridge and the stove are functional and that they are in working order.
10. The Landlord testified that currently no one lives in the basement. He testified that he uses the fridge that was used by the Tenant when she lived there and it functions as normal. The Landlord went down into the basement during the hearing and showed the use of the fridge while on camera. He testified that they do not use the stove and it is currently not hooked up for use.
11. The Landlord testified that he never told the Tenant that he would replace the fridge or stove, he was under the impression that the issue had resolved once he went to the unit to look and advised about the temperature settings.

Tenant's evidence- Cleaning of unit after flood

12. The Tenant testified that as a result of a flood that occurred in the basement unit, she was staying elsewhere while repairs were completed. She testified that the Landlord's contacted her in early December and advised that the unit was ready for her to move back in. The Tenant testified that she attended at the unit and raised concerns over text to the Landlord about the cleanliness of the unit. (DOC-7251801, Page 6-12) She testified to a number of concerns, including dust in the unit, the toilet being dirty and just a general displeasure with the unclean state of the unit.
13. The Tenant testified that she followed up with the Landlords, having attended the unit again On December 18, 2024 and stated her displeasure with the state of the unit. (DOC-

7251801, Page 13) The Landlord's advised that the unit was cleaned again, and they do not agree that the unit is unclean.

14. The Tenant testified that she sent pictures to the Landlord to showcase the unclean state of the unit by text. (DOC-7251801, Page 20-30)
15. The Tenant testified that she engaged the services of a cleaning company who cleaned the unit.

Landlord's evidence- Cleaning of unit after flood

16. The Landlord testified that the unit was cleaned 3 times, twice by his contractor and once by the Landlords. He testified that when the Tenant advised of her initial concerns, he forwarded the text message to his contractor who went in and cleaned the unit. He testified that himself and his wife cleaned the unit between December 24 and December 26 2024. The Landlord submitted pictures of the unit after they cleaned. (DOC-7238962, Page 9-14)
17. The Landlord testified that they did not agree to have the unit cleaned by the Tenant's cleaner and be billed for it.

Analysis

18. Based on the evidence before me, I am not satisfied, on a balance of probabilities, that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair the rental unit
19. 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.
20. With respect to the issues with the fridge and stove, I am not satisfied that the Tenant has proven that the Landlord was in breach of their obligations. It stands to reasons, that after the initial contact with the Landlord about the fridge and stove, if the issue was not resolved, the Tenant would have advised the Landlord that the problem persisted. The Landlord's evidence establishes that the temperature settings on the fridge and freezer were not set properly. The Landlord advised the Tenant to adjust the settings. The Landlord testified the stove while in the Tenant's unit and it was in working order. If after adjusting the settings, the problem remained, a reasonable and expected approach would be to advise the Landlord that the problem persisted. The absence of communication after the initial notification of a problem does not support the Tenant's position that the problem persisted. This is further proven by the appliance report that indicate that the fridge and stove were in working order in 2024. The Tenant also notified the Landlord of a multitude of other issues by text message throughout the tenancy, but did not bring up the fridge or stove again after June 2022.
21. With respect to the cleaning after the flood, I am not satisfied that the Tenant has proven that the Landlord was in breach of their obligations. The pictures submitted by the Tenant

after the first cleaning show some minor issues. It appears through the evidence of the Landlord that those issues were rectified by the third cleaning by the Landlord. I am not satisfied that unit was in a state that it required a professional cleaning company. That may well be a personal preference of the Tenant; however, I am satisfied that by the third cleaning, the unit was to the standard of ordinary cleanliness.

22. As a result of the findings above, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

February 12, 2026
Date Issued

Emily Robb
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.