



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

File Number: LTB-T-038388-24

In the matter of: 35, 2 Abbot Street
St. Catharines Ontario L2P2G3

Between: Susan Mulnar Tenant

And

Shabri Properties Landlord

Susan Mulnar (the 'Tenant') applied for an order determining that Shabri Properties and Clint Kostecky (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 January 7, 2026.

The Tenant attended the hearing. The Landlord's legal representative, Judith Callender and a Landlord agent attended the hearing.

Preliminary:

1. Landlord's legal representative request to amend application
2. The Landlord's legal representative submitted the Tenant had named a prior employee of the Landlord in the application.
3. The Landlord's legal representative requested to remove the employees name.
4. The Tenant did not object.
5. This application is amended to remove the named employee as a respondent and is reflected in this order.

Determinations:

6. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
7. The Tenant filed the T6 application on May 1, 2024 and claims her oven was not working. The Tenant claims sometime in December 2023 her rental unit oven would not reach the desired temperature setting making it difficult to cook meals.

Tenant evidence

8. The Tenant claims she submitted a maintenance request with the Landlord on February 4, 2024 with claims her oven was malfunctioning.
9. The Tenant claims the Landlord sent an appliance technician to inspect the oven on February 6, 2024.
10. The technician determined there was nothing wrong with the oven.
11. On February 13, 2024 the Tenant sent an email to Clint Kostas (CK) advising the oven was still not operating properly.
12. On March 18, 2024 CK himself attended the rental unit and inspected the oven. During the visit the Tenant claims CK took the temperature reading of the oven then ran cold water over the thermometer and did not show the temperature gauge to the Tenant.
13. The Tenant stated after CK left she performed her own analysis by taking video of the oven setting then hanging a thermometer on the oven rack.
14. The Tenant submitted evidence consisting of photos and documents to support her claims in the application.
15. The Tenant's evidence shows the oven setting at 350F degrees however the thermometer reading is at 275F degrees.
16. The Tenant stated that she was without an oven for 17 months from when she first made the Landlord aware of the issue and had to travel across town to use the stove of a friend. The Tenant stated that when she attempted to use the rental unit stove it would burn the outside of the food but not cook the inside.

Landlord evidence

17. The Landlord's legal representative stated that the prior property manager CK left employment in April 2024 and the Landlord agent in attendance took over that position in May 2024.

18. The position of the Landlord is they were not aware of the Tenant's issue with the oven and the involvement of CK until the notice of hearing package was sent to the Landlord.
19. The Landlord submitted evidence consisting of documents and work orders to support their position the Landlord is not in breach of their maintenance obligations.
20. The Landlord submitted a work order from Smart Service Appliances the company that employed the technician that attended the rental unit. The document is dated March 6, 2024 and states the oven was working within normal expectations and temperature.
21. The Landlord agent sent an email to CK once she became aware of the Tenant's application to inquire about details and background. CK responded by email to the Landlord agent on February 10, 2025. The email from CK in part states, CK confirmed a technician from Smart Service Appliances was sent and found no issues with the oven. CK himself attended and found the oven to be in good working order. CK finishes the email by stating he believed the Tenant simply wanted a new oven.
22. After being made aware of the Tenant's issues by the notice of hearing the Landlord agent requested another technician visit from Smart Service Appliances. This visit was in advance of the originally scheduled hearing. The technician attended on March 24, 2025. The invoice / report stated the oven was working at proper temperature. The report states the Technician checked the temperature settings at 250F, 350F and 450F using a digital thermometer.
23. The Landlord submitted photographs of the digital thermometer used during the inspection by the Smart Service Appliances technician to support their claim the oven was working properly.
24. After the original hearing was adjourned, and although the Landlord asserts the stove was working properly the Landlord on their own action decided to replace the Tenant's stove with a refurbished one.
25. On July 2, 2025 the Landlord replaced the Tenant's stove with the refurbished one.
26. The Landlord agent stated they donated the stove to a non-profit called Stamford Kiwanas.
27. The Landlord agent stated she did not inform the non-profit that the Tenant had claimed issues with the stove.
28. The Landlord submitted an email from an employee of the non-profit on August 11, 2025 thanking the Landlord for stove and informing the Landlord the stove was used regularly. The employee sent photos of baked goods they had baked from the oven.
29. The Landlord agent stated as of the date of the hearing the non-profit was still using the stove.

Analysis

30. On a balance of probabilities means the applicant, in this case the Tenant must show that her version of events is the more probable and should succeed. Saying something is proven on a balance of probabilities simply means that it is more likely than not to have occurred. It means that it is probable, i.e., the probability that some event happened is more than 50%--indeed, 50.1% is sufficient. In all cases, the decision maker must weigh up the evidence and decide which version is most probably true. Consequently, the real truth may never be known. All that can be done is to decide which of the parties has presented the most probable version.
31. 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.
32. I am not persuaded by the Tenant's evidence of her own video of the thermometer reading in the oven. The video does not indicate any date or time the video was taken and lacks sufficient footage of the process she underwent to turn the oven on and wait for the oven to heat up. I find the Tenant's lack of particulars and specific details such that I am not satisfied she has met the burden of proof.
33. I prefer the evidence of the Landlord, including the prior Landlord agent CK's email and the Tenant's own testimony CK responded in a reasonable time to the Tenant's work order by booking a technician from Smart Service Appliance to attend the rental unit within days, and the Landlord agent himself also performing his own inspection.
34. With regards to the new Landlord agent being made aware of the Tenant's issues by way of the notice of hearing, the Landlord agent acted in a reasonable manner also enlisting the services of the Landlord's service company to perform another inspection prior to the last hearing.
35. I am also persuaded by the Landlord's evidence that the landlord had donated the Tenant's oven and up to the day of the hearing was still being used by the nonprofit who received it and it was still in working order.
36. I find it more likely than not that the Tenant's oven was in proper working condition and there were ulterior motives the Tenant had for insisting the oven was not working.
37. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Tenant has not proved the allegations in the application and for all the reasons above I find the Tenant's application must be dismissed.
38. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
39. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant's application is dismissed.

February 12, 2026
Date Issued

Greg Brocanier
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.