



Order under Section 130 Residential Tenancies Act, 2006

Citation: Pei v Lai, 2026 ONLTB 12569

Date: 2026-02-18

File Number: LTB-T-073886-25

In the matter of: 83 WILLESSEN RD
NORTH YORK ON M2H1V5

Between: Handong Pei Tenant

And

Shenjia Lai Landlord
Shangqing Fan

Handong Pei (the 'Tenant') applied for a reduction of the rent charged for the rental unit due to:

- a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex.

This application was heard by videoconference on February 3, 2026.

The Landlord, the Landlord's Legal Representative Xiangyu Luo, the Tenant's agent, Chloris Pei and the Tenant with his interpreter Richard Want's assistant attended the hearing.

Determinations:

Preliminary issue:

1. The Tenant filed a T3 application seeking a reassessment of the amount of rent paid due to a reduced or discontinued service or facility. Two of the three claims relate to a discontinuance of internet service and a loss of parking. Those events occurred on July 15, 2024, and August 1, 2024, and the Tenant filed the T3 application on August 19, 2025. Subsection 130(5) of the *Residential Tenancies Act, 2006* (the Act) states: (5) *No application may be made under this section more than one year after a reduction or discontinuance in a service or facility.* As a result, these two issues do not fall within the jurisdiction of the Board.
2. For this reason, these two issues cannot be addressed because they are outside the one-year limitation period and outside the Board's jurisdiction.
3. The third issue relates to inadequate air conditioning service beginning on August 9, 2025, and it may be addressed within the jurisdiction of the Board.

4. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Air Conditioning

5. In the application, the Tenant alleges that the Landlord turned off the air conditioning during the summer of 2025, between August 9, 2025, and September 30, 2025.

Tenant's Evidence:

6. The Tenant testified that the air conditioner was shut off on August 9, 2025, and that he sent text messages to the Landlord. The Tenant stated that the Landlord did not respond and that the air conditioner remained off until September 30, 2025. The Tenant testified that he messaged the Landlord two or three times per day from August 9 to August 16, 2025, complaining that the air conditioner had been shut off and that the unit was hot, but that he received no response. The Tenant testified that he used an electric fan to reduce the temperature in the unit. The Tenant further testified that, because the Landlord did not respond to his requests, he stopped messaging after August 16, 2025, and that the air conditioner was not turned on again before the end of the summer.
7. The Tenant submitted photographs of temperature readings taken inside the rental unit at various dates and times during the relevant period, as well as the text messages sent to the Landlord between August 9 and August 16, 2025. The Tenant's photographs show indoor temperature readings of 26 degrees Celsius (C) and 27 C on August 9, and additional readings of 25 C, 24 C, 25 C, 26 C, and 27 C during the material period.
8. The Tenant also submitted documents obtained from the internet regarding heat alerts and extreme heat alerts issued by the City of Toronto during the summer of 2025, as well as information from Environment and Climate Change Canada regarding the discomfort associated with high exterior temperatures combined with elevated humidity.

Landlord's Evidence:

9. The Landlord denied that the air conditioner was turned off during the period from August 9 to September 30, 2025. The Landlord testified that his mother-in-law lives on the upper level of the rental property and informed him that the air conditioner did not shut off during the entire summer. The Landlord testified that the occupants on the upper level often opened the upstairs window from time to time for fresh air. The Landlord further testified that after receiving the Tenant's text messages, he attended at the rental property on August 12, 2025, and checked both the thermostat inside the property and the air conditioner outside. He testified that everything was working properly and that he found no issues requiring repair.
10. The Landlord further explained why he did not respond to the Tenant's text messages. He testified that, due to an altercation between him and the Tenant in July 2025, the police were called and advised him to avoid further conflict with the Tenant. As a result, the Landlord decided not to respond to the Tenant's text messages and instead to investigate the issue himself.

Legislation and Analysis:

11. The Toronto Municipal Code (the “Municipal Code”) states, at paragraph 629-38, as follows:

12.629-38. Heating and air conditioning.

A. Every heating and air-conditioning system or unit shall be kept in good repair and maintained in good working condition at all times relevant to the operation of that system.

B. Every dwelling and every dwelling unit shall have a heating system capable of maintaining a room temperature of 21 degrees Celsius at 1.5 metres above the floor level in all habitable rooms, bathrooms and toilet rooms.

C. Every furnace room and every boiler room shall be vented to provide combustion air for the heating equipment directly from the outside air.

D. Auxiliary heaters shall not be used as a permanent source of heat.

E. Fireplaces and other solid-fuel-burning appliances shall be connected to a smoke pipe, chimney flue or gas vent that shall be installed and maintained in good repair.

F. All air-conditioning systems shall be operated from June 2 to September 14 so as to maintain an indoor temperature of not more than 26 degrees Celsius. [emphasis added]

G. All air conditioners and other water-cooled equipment shall be equipped with proper devices for the prevention of condensation drainage or discharge onto sidewalks, walkways, driveways and entrance areas or other areas used for pedestrian or vehicular traffic.

H. The devices provided under Subsection G shall be configured so as not to cause damage to the walls or foundations or other parts of a building.

13. Section 130 (1) of the Act says, A tenant of a rental unit may apply to the Board for an order for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex.

14. Subsection 2(1) of the Act, air conditioning is considered to be a “service or facility” for the purpose of s. 130 of the Act, upon which the T3 application is predicated.

15. Based on the evidence before me, I am not satisfied that the air conditioning service was discontinued or reduced.

16. Even assuming the temperature readings were taken within the rental unit, they indicate that the indoor temperature was only slightly higher than the maximum temperature

contemplated by the Municipal Code. Those readings are not, in and of themselves, necessarily indicative of disrepair. More significantly, the instances of slightly elevated temperature were minimal and do not establish, on a balance of probabilities, that the entire air conditioning system was shut off, particularly in light of the Landlord's evidence that the system was functioning when checked.

17. In my view, where the indoor temperature was 1 degree Celsius above the maximum permissible temperature on two occasions in August 2025, and there is no evidence regarding how long the unit remained at that temperature, the breach is negligible. Any rent abatement would be trifling and falls within the principle of *de minimis*.
18. The Tenants have not met the burden of proof required to support their claim of inadequate air conditioning in the rental unit during the material time, as no corroborating evidence was provided in this regard.
19. Given my findings above, I further find that the Landlord did not reduce or discontinue services or facilities provided in respect of the rental unit or the residential complex and, accordingly, the Tenants' T3 application is dismissed.
20. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
21. 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 18, 2026

Date Issued

Joy Xiao

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.