



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-089323-25

In the matter of: 26, 25 LINFIELD DR
ST CATHARINES ON L2N5T7

Between: Balvinder Singh Landlord
Harminder Kaur
Rajeswari Shankar
Nitin Bhardwaj

And

Kirsten Wilkins Tenant

Balvinder Singh, Harminder Kaur, Rajeswari Shankar and Nitin Bhardwaj (the 'Landlord') applied for an order to terminate the tenancy and evict Kirsten Wilkins (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 7, 2026.

The Landlord's Legal Representative, Purva Singh; the Landlords, Nitin Bhardwaj and Rajeswari Shankar; and the Tenant attended the hearing.

Determinations:

The rent arrears

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$11,300.00, this is not disputed.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,200.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$63.61 is owing to the Tenant for the period from November 1, 2024 to January 7, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act. The parties consented to this eviction date, and I find no prejudice to either party to delay the eviction to February 28, 2026 as this termination date is on consent.

Issues Raised by the Tenant Under Section 82

11. The Tenant raised multiple issues in under section 82 and sought to have any abatement awarded deducted from the arrears outstanding. The Tenant was seeking an abatement of \$1,000.00 per month for the issues.
12. The Landlord took the position that he was not aware of any ongoing maintenance issues and that the Tenant should not be awarded a rent abatement.
13. The Landlord took the position that he was not aware of any ongoing maintenance issues and that the Tenant should not be awarded a rent abatement.
14. For the reasons that follow, I am satisfied on a balance of probabilities that the Landlord breached their obligations under subsection 20(1) of the Act by failing to maintain the dishwasher in a good state of repair. The Landlord is ordered to pay the Tenant \$700.00 in a rent abatement.
15. I am also satisfied on a balance of probabilities that the Landlord breached their obligations under subsection 20(1) in relation to the fuse issue. The Landlord is ordered to rectify the fuse issue on or before February 28, 2026.
16. Pursuant to section 20 of the *Residential Tenancies Act 2006* (the Act), 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."
17. As set out in the Landlord and Tenant Board's Interpretation Guideline 5, it is established law that it is not sufficient to establish that there was a maintenance issue. The Board must also consider whether the Landlord's response, once informed of the issue, was timely, appropriate and effective to remedy the problem. Where this is the case, the Landlord cannot be said to have been in breach of their section 20 obligation to maintain.
18. In the case of *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal for Ontario held that in determining whether a landlord has breached its

maintenance obligations under subsection 20(1), the Board should consider whether it responded in a reasonable manner to the issue (i.e. it responded within a reasonable time and in a reasonable manner).

Dishwasher

19. The Tenant testified that the Landlord was notified on November 1, 2024, about the dishwasher not working, and that it was not fixed until sometime in November 2025.
20. The Tenant testified that the Landlord was notified on November 1, 2024, about the dishwasher not working, and that it was not fixed until sometime in November 2025.
21. The Landlord testified that the Tenant advised him on November 7, 2024, that the dishwasher was not working, and he sent a handyman to fix the dishwasher along with the washing machine that the Tenant was having issues with. The Landlord further testified that the handyman confirmed the dishwasher and washing machine was fixed on November 28, 2024. The Landlord testified that before he paid the handyman's invoice, he reached out to the Tenant to confirm that the issue was rectified, but the Tenant did not respond to him, so he paid the invoice. The Landlord testified that he did not hear from the Tenant again about this issue until April 14, 2025.
22. The Landlord testified that after he received the 2nd complaint in April 2025 about the dishwasher, the Landlord attempted to send the same handyman, but the handyman did not show up to fix the dishwasher. The Landlord continued to attempt to work with the Tenant to arrange for another handyman to attend the unit, but the Tenant had a death in the family which caused delay in making these arrangements.
23. The parties did not dispute there was correspondence back and forth between the parties about arranging a handyman to attend to fix the dishwasher.
24. The Landlord testified that on May 16, 2025, the parties agreed that the Tenant would arrange for a handyman. The Tenant responded on May 21, 2025, advising that she was not able to arrange a handyman to provide an estimate. The Landlord attended the property in October 2025 to remove the dishwasher and ordered a new one which was delivered and installed on November 23, 2025.
25. The Tenant testified that the rental property came with the dishwasher and that she was without a dishwasher and had to do dishes by hand during the course of this period.
26. Based on the submissions of the parties, I am satisfied on a balance of probabilities that the Landlord breached subsection 20(1) of the Act by failing to maintain the dishwasher in a good state of repair and failing to respond reasonably to the Tenant's complaints, from April 14, 2025, until November 23, 2025. While I can appreciate the Tenant first notified the Landlord about the problem in November 2024 the Tenant did not respond to the Landlord

to confirm that the first repair was unsuccessful, so the Landlord was not aware the dishwasher was not fixed and only became aware that the problem was ongoing as of April 14, 2025, when the Tenant notified him.

27. Based on the Tenant's testimony, I am satisfied on a balance of probabilities that the Landlord breached subsection 20(1) of the Act by failing to maintain the dishwasher in a good state of repair and failing to respond reasonably to the Tenant's complaints.
28. The Tenant is entitled to a rent abatement of \$700.00, based on \$100.00 per month for the 7 months that she did not have a functioning dishwasher. This amount represents the inconvenience and extra work the problem created for the Tenant.

Fuses

29. The Tenant testified that some of the fuses do not work, and that it was not a pressing issue, and she thinks she notified that Landlord about 1 month into her tenancy. The Tenant testified she tried to fix the issue herself, but it did not correct the issue. The fuses that did not work were within the Tenant's bedroom, which prevented her from having a lamp on one side of her bed and nothing could be plugged into the one wall. The Tenant testified that this was more annoying rather than a direct, significant impact on her.
30. The Landlord testified that he was aware of the fuse issues, and that there are 2-3 fuses in the bedroom not working and he hired a handyman to rectify this issue and believed it to be fixed as the Tenant did not advise him after the handyman rectified the issue that it was still ongoing. The Landlord became aware of this issue in October 2025, after serving the N4 notice to the Tenant, and the Tenant provided the Landlord with a list of the maintenance issues they intended to raise at the hearing.
31. The Landlord confirmed that the issue has not been rectified as of the date of the hearing.
32. Due to the Tenant testifying there was no direct, significant impact on her from not being able to use the outlets in the one wall, I am not satisfied that it is appropriate to order a rent abatement, but rather, I find it appropriate to order the Landlord to rectify this issue on or before February 28, 2026.

Smoke Alarms

33. The Tenant testified that there were no smoke alarms installed in her unit when she moved in, and when she advised the Landlord within the first week of residing in the unit of the issue the Landlord was surprised, they were not installed.

34. The Landlord testified that he was aware that there were no smoke alarms in the unit when the Tenant notified him, and that the smoke alarms were installed in October 2025.
35. When the Landlord was questioned about the delay in having the smoke alarms installed, the Landlord testified that when the Tenant notified him of the issue, she advised the Landlord that she would have her son-in-law install them and would provide the Landlord with receipts after the work was completed. The Tenant did not provide the Landlord with receipts, and the Landlord did follow up with the Tenant for the receipts and to confirm the issue was rectified, but he did not get a response from the Tenant and assumed it was rectified as he did not hear anything further about this issue from the Tenant. The Landlord was not aware of the ongoing issue until the Tenant provided him with a list of issues that the Tenant intended to raise at this hearing in October 2025.
36. Based on the parties' submissions, I am not satisfied on a balance of probabilities that the Landlord breached subsection 20(1) of the Act in relation to this issue as the Landlord was not aware of the issue until October 2025, and it was rectified October 2025.

It is ordered that:

1. The Landlord must fix the fuse issue on or before February 28, 2026.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$12,986.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
4. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 28, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,528.70. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit as well as the \$700.00 rent abatement are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
7. The Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting January 8, 2026 until the date the Tenant moves out of the unit.

8. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 1, 2026.

February 17, 2026
Date Issued

Samantha Greaves
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$13,500.00
Application Filing Fee	\$186.00
Less the Rent Abatement	-\$700.00
Total the Tenant must pay to continue the tenancy	\$ 12,986.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$9,606.31
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$63.61
Less the Rent Abatement	-700.00
Total amount owing to the Landlord	\$6,828.70
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	