



Order under Section 135 / 31, 30 Residential Tenancies Act, 2006

Citation: Huang v Lin, 2026 ONLTB 14305

Date: 2026-02-18

File Number: LTB-T-019116-24

In the matter of: 703, 81 WELLESLEY ST E
TORONTO ON M4Y0C5

Between: Yining Huang Tenants
Jinrun Cai

And

Nana Lin Landlord

Yining Huang and Jinrun Cai (the 'Tenants') applied for an order determining that Nana Lin (the 'Landlord') collected or retained money illegally. **This is the T1 Application.**

The Tenants also applied for an order determining that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household. **This is the T2 Application.**

The Tenants also applied for an order determining that 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 is the T6 Application.**

This application was heard by videoconference on October 14, 2025.

The Tenant, Jinrun Cai, and the Landlord attended the hearing. The Tenant confirmed they have the authority to speak on behalf of the other Tenant. The Tenant declined the opportunity to consult with Tenant Duty Counsel prior to the hearing.

Determinations:

T1 Application

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants the interest owing on the last month's rent deposit in the amount of \$26.73 for the period of October 1, 2023 to March 1, 2024.
2. In the T1 application, the Tenants are seeking a rent abatement in the amount of \$510.00 for compensation for allegedly not being able to reside in the rental unit.

3. Section 135 of the Act sets out that a tenant or former tenant may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the *Tenant Protection Act, 1997*. As explained at the hearing, a tenant may not seek a rent abatement under section 135 of Act as it relates only to the illegal collection or retention of money. I note, the Tenants are seeking the same rent abatement in the T2 and T6 applications.
4. Based on the evidence before me, I am satisfied that the Landlord did not pay the Tenants the interest on the last month's rent deposit collected on October 1, 2023 in accordance with subsection 106(6) of the Act. As a result, the Landlord shall pay to Tenant \$26.73 for interest on the last month's rent deposit for the period of October 1, 2023 to March 1, 2024.

T2 Application

5. At the hearing, the Tenant stated they are withdrawing the T2 application and sought to continue only with the T6 application. This request was granted and as such, the T2 application is withdrawn.

T6 Application

6. As explained below, the Tenants did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
7. The rental unit is in a condominium building, and the condominium corporation employs its own property management and construction companies.
8. In their testimony, the Tenant stated that a significant flood occurred on January 25, 2024, in the hallway of the residential complex due to a construction failure. They assert that water entered their rental unit and damaged the flooring. The Tenant explained that they immediately notified the Landlord, after which the construction company contracted by the condominium corporation began extensive drying of the escaped water and carried out partial demolition in both the hallway and the Tenant's unit. The Tenant alleges that this demolition rendered the unit uninhabitable because of dust in the hallway and contaminated water.
9. The Tenant states that they were unable to remain in the unit and secured temporary accommodation on January 28, 2024. On February 4, 2024, the Tenants were informed by the Landlord that she required a set of keys so the floors could be replaced. However, on February 10, 2024, the Tenant testified that when they returned to the rental unit, the floors, baseboards, and door trims had not been replaced. They contacted the Landlord regarding these outstanding issues, and she responded that replacement was unnecessary, explaining that the floors had instead been waxed and polished.
10. The Tenant submitted four photographs and text messages between themselves and the Landlord as evidence¹. The photographs show the flood in the hallway outside the units, the property management staff working to minimize the damage, the flooring in the hallway of

¹ T6 reason for application – DOC-2947864

the Tenants' unit, and the baseboards and door trims missing. The text message conversations corroborate the Tenant's testimony.

11. The Tenant also submitted an Initial Loss Report from Service Master Restore. The report identifies the cause of loss as water from the high-rise condominium's main water supply flooding several floors and units, including the Tenants' unit. It notes that mitigation work had been performed by others and that there was structural damage to the laminate flooring, drywall, and paint trim. The report further states that although no environmental concerns were identified, the floors and other structural elements in the unit required replacement, necessitating the Tenants' relocation. I note that the report is unsigned, and no representative from the company attended the hearing to testify to its findings or the basis for its conclusions.
12. The Tenant testified that the Landlord's lack of concern regarding the potential health risks by not properly remediating the damage floor areas caused them to vacate the rental unit on March 1, 2024.
13. In her testimony, the Landlord stated that she acted immediately upon being notified of the flood. She explained that she contacted property management, who informed her that the damage was minor and that the Tenants could continue living in the unit. She testified that repairs to the floor were completed by the end of March 2024 and acknowledged that the work took longer than expected. However, the Landlord maintained that the Tenants were not required to vacate the unit and chose to do so on their own. She also stated that she did not cash the Tenants' cheque for February rent and returned the remaining post-dated cheques along with their key deposit.
14. The Landlord asserts that the flood did not result from any failure on her part to maintain the rental unit, nor was it caused by the Tenants. She maintains that the incident was solely the responsibility of the condominium corporation and beyond her control. In her view, the unit was not uninhabitable, as the water was limited to the hallway and a small area of the bedroom. She states that she acted promptly upon learning of the incident and made every reasonable effort to minimize any inconvenience to the Tenants.

Analysis and Legislation

15. Section 20(1) of the Act reads as follows:

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.

16. This provision imposes three separate obligations on a landlord: to maintain the residential complex in a good state of repair; ensure the rental unit is fit for habitation; and to comply with all relevant housing standards.
17. In its recent decision in *Onyskiw v. CJM Property Management*, the Ontario Court of Appeal 2016 ONCA 477 (CanLII) provided a guiding framework for the analysis of alleged breaches of section 20 of the Act. Rejecting the reflexive lens that an interruption of service or

occurrence of a problem constitutes an automatic breach of the Act, the Court of Appeal urged a “contextual approach” to the analysis of maintenance and repair issues.

18. The Court of Appeal directed the Board to look at, “...the entirety of the factual situation” before determining whether or not the Landlord committed a breach of s.20 (para. 84).
19. To my mind, what the Court of Appeal is urging in *Onyskiw* is for the Board to pay attention to the “big picture” in each case and to take a hard and practical look at what is really going on in each matter, including scrutiny of the essential basis/nature of a tenant’s complaints (para. 86) and the steps, if any, taken by the Landlord (para. 19 through 21).
20. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
21. No substantial documentary evidence submitted by the Tenant, whether considered individually or collectively, meets the burden of proof required to establish that the Landlord breached her obligations in relation to the issues raised in the T6 application. Accordingly, I cannot find that the Landlord failed to meet her maintenance responsibilities.
22. The Tenants notified the Landlord of the flood, and in my view, she responded within a reasonable timeframe to address their concerns. Although the Tenants were dissatisfied with the steps the Landlord took and expressed worries about potential future health risks arising from water seeping into the laminate flooring, they did not provide any documentary evidence to substantiate the existence of environmental hazards. Ultimately, the Tenants made a voluntary decision to vacate the unit after becoming dissatisfied with the Landlord’s chosen method of remediation.
23. Based on the evidence and submissions of the parties, and for the reasons set out above, I am not satisfied on a balance of probabilities that the Landlord failed to meet their obligations under subsection 20(1) of the Act. Accordingly, the Tenants’ application shall be dismissed.

It is ordered that:

T1 Application

1. The total amount the Landlord shall pay the Tenants is \$26.73. This amount represents interest on the last month’s rent deposit.
2. The Landlord shall pay the Tenants the full amount owing by March 1, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 1, 2026, the Landlord will owe interest. This will be simple interest calculated from March 2, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

T2 Application

5. The Tenants' application is withdrawn.

T6 Application

6. The Tenants' application is dismissed.

February 18, 2026
Date Issued

Susan Priest
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.