



Order under Section 30 Residential Tenancies Act, 2006

Citation: Fazari v Turola, 2026 ONLTB 14433

Date: 2026-02-18

File Number: LTB-T-030746-23

In the matter of: 119 GARDEN DR
BARRIE ON L4N5T9

Between: Sebastian Fazari
Amanda Wilson
Tenants

And

Dinah Turola
Landlord

Sebastian Fazari and Amanda Wilson (the 'Tenants') applied for an order determining that Dinah Turola (the 'Landlord') failed to meet the Landlord 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 December 4, 2025.

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application regarding maintenance issues in the rental.
2. Therefore, the Landlord must pay compensation to the Tenant.
3. The Tenant Sebastian Fazari testified. They stated that they entered into a lease agreement for the Tenancy to commence on March 7, 2023.
4. They testified that on March 8, 2023 they had advised the Landlord of several maintenance issues that had discovered:
 - a. There was unsafe electrical. The refrigerator outlet did not work, the kitchen was improperly wired. This was not resolved by the Landlord.
 - b. The garage door pulley was damaged, such that it did not keep the door open. The Landlord did not repair it.

- c. The rear sliding door locks were inoperable. These were repaired by the Tenants.
 - d. A bedroom window linkage was broken. It was repaired by the Tenants.
 - e. The smoke alarms were all expired. The Tenants purchased and replaced 3 of them. The Landlord did not reimburse the Tenants of them in total \$474.26.
 - f. The rear deck had a large piece of wood as a ramp in lieu of steps.
 - g. There was animal feces left in the backyard that were not cleaned up.
 - h. The laundry room window was broken and not repaired.
 - i. The basement bathroom fan vent had live wires exposed; there was no fan.
 - j. The basement bathroom was missing a bathroom door.
 - k. The fire pit had ash in it.
 - l. A basement light fixture was hanging by the wires and not properly secured.
 - m. The rear gate to the home was wedged open and could not be shut.
5. The Tenants paid for an electrician to come and inspect and do some repairs. The receipt is found at DOC-1163757. Total paid \$426.01. The electrician recommended an ESA inspection. They stated that the Landlord did not reimburse them for this.
 6. The Tenant testified that they called the ESA to inspect. They indicated that an inspection was done on March 29, 2023. See DOC-3911888 for a copy of the defect report. The Tenant agreed that the report does not mention the kitchen.
 7. The Landlord testified. They testified that they had shown the Tenants the rental unit on February 17, 2023, and that nothing had been hidden from them during the showing.
 8. They testified that they were not aware that the garage door cable was broken.
 9. They testified that they provided a heavy-duty extension cord so that the Tenants' could plug in the refrigerator.
 10. They testified that they did advise the Tenant that they would send an electrician to investigate make repairs.
 11. They testified that on March 12, 2023, the Tenants advised that they would not be moving in and on March 15, 2023 requested to terminate the lease. They testified that the Tenants provided 60 days notice on April 2, 2023.
 12. They testified that they were not given an opportunity to correct the maintenance issues.

13. During the showing on February 23, 2023, they had discussed the backyard. The Landlord indicated that there was lots of snow and that they intended to return to remedy the issues identified.
14. They testified that they were not aware that smoke detectors expired and did advise the Tenants, they could replace them.

Analysis

15. Section 20 sets out that a Landlord is responsible for maintaining the rental unit in a good state of repair in compliance with safety, housing and maintenance standards even if the tenant was aware of the issues before entering into a tenancy agreement.

(1) 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

(2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement.

16. The Board's Interpretation Guideline 5, entitled Breach of Maintenance Obligations, although not binding on me, provides guidance to promote consistency. The Guideline provides that if the repairs were completed in a reasonable timeframe that there should not be a remedy.

However, it would appear that the cases generally support the principle that, if the landlord **responded within a reasonable time**, and the response was appropriate to effect the repair, no abatement or other remedy should be ordered.

Timeliness of response depends on a great number of factors, but principally on the seriousness of the state of non-repair and its possible effects on the tenant and the availability of materials and possibly contractors to do the repairs.

17. In the present case, it is apparent that the parties may have had an understanding regarding issues in the backyard given the snow and time of year. I accept that the Tenant did view the property beforehand and was likely aware of some of the items complained of such as the basement lighting and the basement bathroom. There was no evidence that the Tenant had requested these be rectified before occupying the rental unit.
18. The Landlord did authorize the Tenants to replace the smoke detectors. In my view that was immediate and appropriate. They Tenants acted on that consent.

19. I did not find the Defect report noted above to be reliable. It is not signed, there is no name or business name of whomever prepared the report. It does not represent an Order to Repair. There was also no evidence when this was given to the Landlord.
20. 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.
21. I find that the Landlord failed to meet the Landlord obligations under subsection 20(1) of the Act to repair and or maintain the rental unit. Some of the issues above were serious, the dated smoke detectors, while others appeared to be minor from a lack of upkeep, i.e., broken windows and hardware etc.

Remedies

22. In *Offredi v. 751768 Ontario Ltd* at paragraph 12, the Divisional Court found that there is no mathematical way in which an appropriate amount of a rent abatement could be determined.

As to the amount of the reduction, the learned judge recognized that there was no mathematical way in which an appropriate amount could be determined. He obviously wrestled with the problem and arrived at the conclusion that 20% was a fair figure in this case to compensate the tenants for the deplorable conditions to which they have been subjected. We can see no justification for our changing that decision, made by the judge who heard the evidence as to those conditions.

23. I must consider what is fair in all the circumstances. The parties did not provide case law on an appropriate remedy or to show what may have been ordered by the Board in past decisions for consideration.
24. I am cognizant that Section 20 of the Act provides that the Landlord is responsible even where the Tenant is aware of the issues before entering into and occupying the rental unit. As noted above, there was no evidence that the Tenant had expressed any concerns regarding these issues or requested repairs before entering into the lease agreement. A reasonable person would have discussed repairs and a timeline, and if that was unsatisfactory could have chosen not to enter into the lease.
25. I am cognizant that the Landlord consented to an early termination of the fixed term lease.
26. The Landlord had authorized the purchase and replacement of smoke detectors, therefore the amount of \$474.76 shall be ordered to be paid by the Landlord.
27. The other expenses claimed by the Tenant, in my view are not reasonable. The Tenant simply did not provide a reasonable time for the Landlord to arrange for their own

contractor or for someone to address the issues. It appears they took it upon themselves to immediately call an electrician without permission. They also contacted ESA without waiting for the Landlord. It was not even clear based on the testimony if the Landlord was even present when the ESA inspection occurred on March 29, 2023.

28. The Tenant requested that their first and last month rent deposit and storage fees for March 2023 be reimbursed.
29. From the time the Tenant received the keys on March 7, 2023, and advised the Landlord that they would not be moving in on March 12, 2023 and requested to terminate the lease on March 15, 2023, is a very short period of 5 and 8 days. The Tenants submitted that they could not know the extent of the electrical issues and found the rental to be unfit to explain why they ended the lease.
30. Given my findings that the Tenants did not afford the Landlord anytime to arrange for an electrician or for any of the requested repairs to be completed, it is not reasonable in all the circumstances to order these sums to be reimbursed. I make this determination, in part because I accept that the Tenant had to have been aware of some of these issues and still agreed to enter into a tenancy and did not negotiate for these repairs or discuss with the Landlord.
31. The Tenant paid an application fee of \$48.00 and shall be entitled to have that paid.

It is ordered that:

1. The Landlord shall pay the Tenant is \$522.26. This amount represents:
 - \$474.26 for the reasonable out-of-pocket expenses that the Tenant has incurred.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 1, 2026.
3. If the Landlord does not pay the Tenant 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.

February 18, 2026
Date Issued

Robert Patchett
Vice Chair, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.