



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-088912-24

In the matter of: 9 Glacier Cres
Scarborough ON M1X2A9

Between: Desislava Todeva Tenant
Nadira Khandasammy

And

Huiying Zhang Landlord

Desislava Todeva and Nadira Khandasammy (the 'Tenants') applied for an order determining that Huiying Zhang (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 22, 2026 at 09:00 am.

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.
2. The rental property consisted of a single-family home.
3. The Tenancy commenced on December 9, 2022 and was terminated effective October 31, 2024 by Board order LTB-L-038720-24 issued on September 24, 2024 with the Tenants vacating January 5, 2025 in accordance with the Court Enforcement Officer's order.
4. The lawful monthly rent was \$3,300.00
5. It was the Tenants testimony that at the commencement of the tenancy they noticed and informed the Landlord on December 19, 2022 that the garage door was malfunctioning as it would not close properly or lock. They supported this with pictures entered in evidence.
6. They then testified that the Landlord never took any steps to correct the issue during the tenancy and as a result represented a security issue, necessitating additional locks on the interior door and allowed for mice and other vermin gained access to the garage,

damaging their property which they complained about on September 13, 2023. This was supported by pictures of mice excrement and their damaged property entered in evidence.

7. They then entered in evidence pictures purportedly taken after they moved out, claiming the Landlord had waited until they vacated to address the issue with the garage door.

Remedies sought.

8. The Tenants testified they were seeking the following remedies:

- a. An abatement of rent of \$3,300.00;
- b. Out of pocket expenses for damaged property of \$449.00; and
- c. The application filing fee \$48.00

9. In response the Landlord testified that they investigated upon receipt of the initial complaint on December 19, 2022 and determined that the garage door did not represent a safety issue and having communicated that received no further complaints until October 2024. Again, they testified that at that time they determined there was no safety issue and subsequent to the Tenants moving out they received no complaints from their current tenant. They supported this with a text message from their current tenant entered in evidence

10. They then testified that by that time the tenancy had been terminated, that the Tenants had not been paying their rent and they did not believe they had an obligation to act as the Tenants had refused to move out in accordance with the Board order.

11. Having considered the above testimony, evidence, and for the reasons that follow I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to maintain the rental unit and failed to comply with health safety, housing or maintenance standards.

12. 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.

13. In this case the Landlord admitted to being aware of the alleged issues, namely the garage door, mice and or rat infestation within the garage on or about October 2024. Further even if I accepted their submission that they investigated and found no issue, or the text message from their current tenant which I do not given the Tenants pictures of mice or rat excrement or very clear there was an issue and the text amounts to hearsay, I cannot overlook they testified they did not believe they had an obligation to act as the tenancy had been terminated. This is not reasonable, and a direct contravention of subsection 20 of the Act.

14. Regardless of the fact that the tenancy had been terminated, the Landlord had an obligation to respond to issues and maintain the rental unit up until the eviction was enforced by the sheriff, as such I am satisfied the Tenants have proven their case and are entitled to the remedies sought.
15. That said, given the Tenants failed prove the alleged issues were extant in September 2023, as the pictures had no date or time stamps, or that the Landlord was aware at the time due to an absence of correspondence verifying it was communicated, coupled with the issue being confined to the garage, and an absence of any receipts for the damaged property, this will affect the amount awarded.

Remedies

16. I find that a rent abatement of \$1,650.00 is appropriate in the circumstances, given, as noted above, the issues were confined to the garage, and the fact the Tenants could not establish the Landlord was aware in September 2023 as alleged.
17. I also find that the Tenants are entitled to the filing fee of \$48.00 as sought.
18. As to the other remedies, again as noted above given they field to provide any receipts for the damaged property I am not satisfied they have proven the out-of-pocket expenses claimed.

It is ordered that:

1. The Landlord shall pay the Tenants \$1,698.00. This amount represents:
 - \$1,650.00 for a rent abatement for the period ending January 5, 2025.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 6, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 6, 2026, the Landlord will owe interest. This will be simple interest calculated from March 7, 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.

February 23, 2026
Date Issued

Kelly Delaney
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.