



Order under Section 31 Residential Tenancies Act, 2006

Citation: Curtis v MetCap Living H-XV, 2026 ONLTB 10856

Date: 2026-02-23

File Number: LTB-T-096111-25

In the matter of: 916, 85 SILVER SPRINGS BLVD
SCARBOROUGH ON M1V1W3

Between: Sabrina Curtis Tenants
Darnell Jawahier

And

MetCap Living H-XV Landlord

Sabrina Curtis and Darnell Jawahier (the 'Tenants') applied for an order determining that MetCap Living Management Inc. (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.

Sabrina Curtis and Darnell Jawahier (the 'Tenants') applied for an order determining that MetCap Living Management Inc. (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on January 29, 2026.

The Tenant Sabrina Curtis, the Landlord's agent Charu Raheja and the Landlord's Legal Representative Lavinia Volney attended the hearing. Arnel Cruz attended as a witness for the Landlord. The Tenant was authorized to represent the interests of the Tenant Darnell Jawahier.

The Tenants were directed to serve and file an audio/video recording they recorded on January 27, 2026 and written submissions on or before February 5, 2026. The Landlord was invited to submit written submissions in response on or by February 9, 2026.

Determinations:

1. The Tenants claim that there is a lack of sufficient hot water supplied to the rental unit. The Landlord responds that there are no issues with the hot water supply, as evidenced by their investigation into the alleged disrepair.
2. For the reasons below, the Tenants proved the allegations contained in the application on a balance of probabilities.

The evidence of the Tenants

3. The Tenant S.C. testified that she and D.J. moved into the 2-BR rental unit in December 2023. The unit is situated in the middle of the 9th floor of the residential complex.
4. Since then, she says, there has been insufficient hot water supply to their unit at least twice per week. The Tenants claim that the hot water significantly and unexpectedly diminishes after 3:00 p.m. and on many days is wholly unreliable after 7:00 p.m. The water temperature is lukewarm even after running the water from the bathtub faucet for several minutes. Sometimes there is no hot water. This makes bathing very unpleasant.
5. For example, S.C. recalls that she came home on January 27, 2024 around 5:00 p.m. and there was no hot water. This was about five weeks after taking occupancy of the unit. She reported the problem to the Landlord through a maintenance request dated the same day. The work order requested states:

“No hot water. The hot water in the apartment either doesn’t get hot or doesn’t stay hot. We have been getting lukewarm water since last night. Also, every time I try to use the hot water after around 9 p.m. there is no hot water only warm which eventually turns to freezing cold after 1 minute or so. This has been going on since I moved in.”
6. Two days later, the Landlord sent building superintendent/resident manager A.C. to investigate. This is confirmed in her maintenance request as submitted by the Landlord.
7. However, she testified, the Landlord could not resolve the issue. S.C. maintains that A.C. and the Landlord’s property manager C.R. have told her that the problem is the location of the apartment – since it is an older building and because the Tenants live on the top floor, there was nothing they could do about it.
8. Believing this to be true, she said, at the end of January 2024 she asked the Landlord if she and her family could move to a unit on a lower floor. She stated that the Landlord informed her that a transfer was prohibited within the first year of the lease.
9. She testified that sometime around March 2025, she again asked the Landlord for permission to change units because of the ongoing hot water problem. The Landlord also denied that request. This time, she said, the Landlord told them that they had not given proper 60-days notice to end the tenancy. The Landlord would need at least 60 days in order to offer them a different unit.
10. On April 10, 2025, S.C. contacted the Landlord’s Customer Service and asked if they could “get help from someone else”. The email she sent states:

“I was wondering if there is a way that I can make a complaint about the hot water issue I am having in my apartment about me not constantly having hot water available at all times of the day. I have already requested maintenance when I first moved in but all I was told was that it was because I live on the top floor and that basically there is nothing they can do. I would like to complain to someone rather than management of this building because they are not going to resolve the issue.”
11. Instead, on April 11, 2025, Customer Service referred the complaint back to C.R. After that, S.C. said, the Landlord promised to send a plumber but that did not happen.

12. On April 23, 2025, at 6:31 p.m., S.C. tested the temperature of the stream of water flowing from the bathtub faucet using a handheld thermometer while recording a video. The recording discloses that the temperature ranges from 20 to 21.5 degrees Celsius for a full minute.
13. S.C. testified that they had literally no hot water after 3:00 p.m. for a whole week in early November 2025. She also recorded the following videos with temperature readings:
 - November 4, 2025, 5:04 p.m.: 24 degrees Celsius, for about 1 minute
 - November 18, 2025, 6:37 p.m.: 27-28 degrees Celsius, for about 1 minute
 - November 23, 2025, 9:55 p.m.: the temperature is initially 22 degrees Celsius, then after about 20 seconds it drops to 21 degrees and remains steady for 30 seconds
14. On November 5, 2025, S.C. put a letter she wrote to the Landlord in the mailbox located outside the on-site office, where tenants were invited by signage to drop off documents and correspondence.
15. In the letter, she referred to two previous service requests (807141 and 832755) they had made “since moving in about the insufficient hot water”. Because of the “huge inconvenience”, S.C. asked the Landlord to reconsider transferring them to another unit “where there should be no water issues”. She wrote:

“As per the Residential Tenancy Act hot water is a vital service that should have a minimum temperature of 43 degrees celsius. Most of the time we cannot take a shower at the times that we need to because we have either freezing cold or just barely warm water and as working people, we do not have all day to wait around for the water to get hot. The hot water in our unit is very inconsistent, we can have hot water and then as we are showering its turn freezing cold or like yesterday, Nov 4th, 2025, we had no hot water running from about 3:40pm when I had tried to ask my child to shower and the hot water stayed off for the rest of the night. ... I have used my thermometer to test the temperature of the water coming out and have confirmed that it does not reach the minimum stated temperature above.”
16. S.C. says that she never received a response. The Tenants then filed this application on November 16, 2025.
17. She testified that it was only after the December 18, 2025 LTB hearing that the Landlord sent a plumber to investigate the water issue, on December 23, 2025. She claims that the only reason they did so was because the Member directed them to take that step.
18. The Landlord subsequently arranged for a second inspection on January 27, 2026. S.C. was home and made an audio/video recording of the visit. She stated that the Landlord did not send a professional plumber. A.C. attended with two others. They ran the water from the bathtub faucet for about 7-8 minutes. During this time, A.C. left the unit at least once, which she later discovered was to consult with a plumber by phone.
19. She noted that, overall, the Landlord’s testing always occurred during the daytime and that the Landlord has neglected to inform her of the outcome of their investigation.
20. According to S.C., the Tenants did not know that they could contact the municipality to inquire about a property standards inspection pursuant to City of Toronto bylaws. Neither

did the Tenants hire a licensed plumber to complete an independent inspection and assessment of the problem. S.C. thought she read somewhere that they were prohibited from bringing in their own contractor.

21. S.C. submits that the problem has never been resolved.

The evidence of the Landlord

22. The Landlord disputes the Tenants' version of events. They claim that they have responded to the Tenants' concerns promptly. In the Landlord's opinion, there is no hot water supply issue. The Landlord submits that the Tenants are the only residents in the complex who have complained about a lack of hot water in their unit.

The testimony of A.C.

23. The superintendent/resident manager A.C. testified that he has only ever received one complaint from the Tenants in the tenant portal about issues with the hot water supply. That was on January 27, 2024. He arranged for a plumber to inspect the unit and the technician's thermometer readings established that the water temperature was 50 degrees Celsius. He did not refer to date or the time of day the plumber conducted the inspection.
24. A second complaint came through the Landlord's Customer Service on April 10, 2025. His evidence is that the Landlord arranged for a plumbing technician from LRB Contracting Service- Plumbing and Ventilation ("LRB") to attend at the unit on April 11, 2025. A.C. stated that because the Tenants were not home, LRB was unable to enter.
25. He referred to an LRB work order dated the same day regarding "no hot water in whole unit". The technician notes on the document that "No notice was given. So inspected main riser and re-circle line and found it was very hot." The time of the inspection was not listed.
26. A.C. also testified that on January 27, 2026, he and two other maintenance persons performed another water temperature test in the rental unit. He maintains that he spoke to S.C. at the time and encouraged her to call him, even at night, if there was a hot water issue and that he gave her his contact information as he was leaving.
27. He recalls that he previously gave S.C. his contact information, possibly in April 2025, and told her that she could call at any time about a lack of hot water.
28. After the January 27, 2026 inspection, A.C. sent a follow up email to C.R. on February 9, 2026, as submitted by the Landlord. The email states:

"We went out to talk with the plumber regarding the temperature of the water. We returned near the unit entry door to tell the tenant that the water is on normal temperature 49 C. Both me and PM Alex advise her that the temperature is on normal range and water is hot."

The testimony of C.R.

29. C.R. claims that he did not receive the letter the Tenants allegedly deposited in the onsite mailbox on November 5, 2025. He checks the mailbox regularly. He also stated that he did not see any work order requests from the Tenants about the water issue on the tenant portal, which he checks daily.

30. He confirmed that the Landlord sent LRB into the unit on December 23, 2025 to assess whether there was a problem with hot water. The Landlord's Legal Representative L.V. referred him to an LRB work order dated December 23, 2025.
31. The technician reported that when they "opened the water it was Boiling (very hot)" and that they checked relevant valves in the boiler room which "were good". There is no mention of the time of day that the technician entered the unit.
32. L.V. submits that when the Landlord was informed of the alleged disrepair, the Landlord promptly investigated and made reasonable determinations based on their inspections that the supply of hot water was adequate.

Analysis

A landlord's maintenance and repair obligations

33. Subsection 20(1) of the *Residential Tenancies Act, 2026* (the 'Act') states:

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.

34. O. Reg. 517/06: MAINTENANCE STANDARDS states:

11. (1) Every kitchen sink, washbasin, bathtub and shower shall be provided, by safe equipment, with hot and cold running water.

(2) The ordinary temperature of the hot water provided must be at least 43 degrees Celsius.

35. 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 Landlord did not comply with their obligations under the Act

36. The Landlord does not refute the water temperature readings taken by the Tenants. However, the Landlord was unable to explain why the hot water temperature readings were, on average, 20 degrees lower than the mandatory temperature of 43 degrees Celsius.
37. I do not find A.C.'s evidence credible. He testified that on January 27, 2026, he offered S.C. his contact information (for the second time) and said she could call him anytime. This assertion is clearly unsupported by the video S.C. filed. At no point in the recording does A.C. converse with S.C., with the exception of saying "Thank you" as he is leaving. A.C. offered no proof, either, that he had previously given the Tenants his contact information.
38. Regarding the follow-up email A.C. sent to C.R. on February 9, 2026, in which he writes that he advised S.C. that the temperature was 49 degrees Celsius, S.C.'s recording shows the contrary. I find that A.C. was not being entirely truthful in his email.
39. What happened on January 27, 2026 is effectively as follows. Three people arrived at the unit, observably without any tools, in mid-morning. They proceeded to check the water in

the bathroom for less than five minutes and then left without disclosing to S.C. their observations or conclusions. There is no evidence before me that an experienced plumbing contractor was present to personally engage in the testing process.

40. Similarly, I find C.R.'s testimony implausible. I have no reason to doubt that S.C. placed the letter in the mailbox on November 5, 2025 as testified.
41. C.R. claims he never received the letter. I find this hard to believe because the Landlord's agents check it regularly. I reasonably infer that the Landlord received the letter and chose to ignore it, possibly logging it as an unmeritorious complaint.
42. I prefer the evidence of the Tenants. S.C.'s testimony was given honestly, was unembellished and was internally consistent throughout.
43. In my view, there is no reason why the Tenants would not trust the Landlord when they initially informed the Tenants that there was nothing they could do to resolve the issue.
44. The Tenants felt they had no choice but to ask to transfer to another unit. The Landlord seems to have refused those requests in a cursory manner, giving questionable explanations. After more months of unabated frustration, the Tenants resumed their polite requests – not demands – for a full inspection and resolution.
45. Given the situation as S.C. describes it, I think it more likely than not that S.C. would have contacted A.C. after hours if he had truly extended such invitation.
46. I note that the Landlord led no evidence to establish that anyone informed the Tenants, in writing, of the results of the Landlord's several inspections.
47. The question to be asked is why would the Tenants make repeated complaints about very specific disrepair if not true? A reasonable tenant in the same situation would no doubt take the same common-sense approach that the Tenants took.
48. The facts show that the Landlord neglected to conduct a properly thorough investigation. Signs of an ineffectual investigation in this case include a failure to:
 - properly ascertain from the Tenants the relevant details about the problem, including confirming that the issue occurred in the evenings.
 - attend the rental unit at the critical time(s) to perform an inspection.
 - engage the services of a licensed plumber to probe in more depth other possible causes for the lack of hot water.
 - escalate the investigation, referring the issue to a more experienced contractor.
 - properly document the investigative steps taken.
 - keep the Tenants apprised, in writing, of the reasonable steps they were taking and the results of any inspections and assessments.
49. It is widely considered common knowledge that, in general, water will heat up to the internally set temperature within 30 seconds to two minutes of a faucet being turned on.
50. The Landlord failed to explain or to present reliable evidence about why a functioning hot water recirculation system would not deliver hot water within 60 seconds to the rental unit.
51. There might be other sources of the disrepair. The Landlord led no evidence to show that they explored the possibility of a faulty pressure valve in the shower or whether a

thermostatic mixing valve in the shower was defective or needed adjustment. It is unknown whether the circulation pump is running inefficiently or if a booster pump has been installed to counteract gravity. Perhaps pipes are poorly insulated, or the boiler is too old or too small to meet the high demand of residents during the late afternoon and evening.

52. I am unable to accept the Landlord's assertion that no other tenants residing on the same floor as the Tenants have complained about the lack of hot water. The Landlord could have presented other tenants as witnesses or obtained declarations or sworn affidavits from them but chose not to do so.
53. Even if it is true that no other tenants have complained, the Landlord seems to have neglected to investigate another potential source of disrepair – that is, whether there is a faulty shower valve in the unit below the Tenants' unit that could be allowing cold water to enter the hot water pipe, cooling it down before it reaches the upper unit.
54. For unknown reason, the Landlord's agents and contractors never attended at the Tenants' unit during the period of time being complained of, to test the water temperature. The parties could have agreed to entry between 8:00 p.m. and 10:00 p.m. In the circumstances, I assume the Tenants would be amenable to allowing entry at that time.
55. The Landlord did not present any contractors, including from LRB, to give witness testimony about the alleged disrepair and the steps taken to resolve the matter.
56. What the evidence strongly suggests is that the Landlord's employees have adopted a blasé, perfunctory attitude in this matter. In short, if they can't see the problem, then the problem does not exist.
57. That is an unacceptable response. If there is evidence that the hot water supply does not meet the mandatory legal standard and if the Landlord fails to make the necessary repairs, then the Landlord is in breach of the Act. And, if disrepair is established, it is not enough for the Landlord to close a work order with finality with the justification that they do not know the cause.
58. I find that the Landlords' response to the plumbing issue was neither adequate nor timely. It fell well short of the standard the LTB expects of landlords. The Tenants waited almost two years for a remedy. They gave the Landlord every opportunity to rectify the problem.
59. Without any doubt, the Landlord failed to maintain the hot water temperature at the minimum level always required and the Landlord is, therefore, in breach of subsection 11(2) of O.Reg. 517/06.
60. Based on the evidence and submissions of the parties, I am satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair and maintain the rental unit and/or failed to comply with health, housing or maintenance standards.
61. By allowing the disrepair to continue without adequate resolution for more than two years, the Landlord also substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
62. Tenants should not have to make repeated requests to landlords relating to the same issue of disrepair so they can obtain the services and facilities for which they have contracted to receive.

Remedies

63. The monthly rent is \$2,806.14. In their application, the Tenants seek a rent abatement of 20% of each month for the period December 2024 to November 2025.
64. Without doubt, the lack of adequate hot water supply has been ongoing since at least January 2024 as demonstrated by objective evidence. The issue has not been resolved and the impact upon the Tenants is substantial. I am satisfied that the Tenants' request is not unreasonable.
65. Given my experience and knowledge of previous like cases before the Board, I find that the rent abatement requested of \$6,721.05 is appropriate in the circumstances.
66. Other than expressing an entitlement to the filing fee, the Tenants confirmed that they are not seeking any further remedy at this time.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$6,769.05. This amount represents:
 - \$6,721.05 for a rent abatement.
 - \$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. If the Landlord does not pay the Tenants the full amount owing by March 6, 2026, the Tenants may recover this amount by deducting \$2,000.00 from the rent each month from April 1, 2026 to June 1, 2026 and \$769.05 from the rent due and payable on July 1, 2026.
5. 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

Elle Venhola
Member, 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.