



Order under Section 30 Residential Tenancies Act, 2006

Citation: Ma v Kwan, 2026 ONLTB 17237

Date: 2026-02-27

File Number: LTB-T-092560-24

In the matter of: 505, 39 Roehampton Ave
Toronto ON M4P0G1

Between: Milen Ma Tenant

And

Norman Chun Fai Kwan Landlord

Milen Ma (the 'Tenant') applied for an order determining that Norman Chun Fai Kwan (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 28, 2026.

Only the Tenant and the Tenant's support person Freda Kwok, attended the hearing.

Laura Kwon attended as translator for the Tenant.

As of 9:34 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

Preliminary Issue

1. At the Adjudicative Case Conference held June 24, 2025, the Tenant was advised to organize their evidence and serve the Landlord at least 7 days prior to the hearing. The Tenant testified that the organized evidence is at line #5874345 on the portal and one new piece of evidence is at line #5874352, both of which were served to the Landlord on January 18, 26, at 9:10 p.m; the email was the one used to pay the rent and did not bounce back as undeliverable. The matter proceeded on its merits.

Merits

2. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: .
3. Therefore, the Landlord must compensate the Tenant as set out below.
4. The tenancy began September 12, 2023; the Tenant vacated the rental unit November 15, 2024.
5. The Tenant testified that on September 27, 2024, there was a sewage leak in her apartment from the kitchen sink. The Tenant reached out to the property management company/Landlord immediately; she spoke to the Landlord on September 28, 2024. The Landlord said he would contact the property management company to investigate, then would decide what to do next. The property management company came to investigate after the Landlord's initial call; as the Tenant had already cleaned up the sewage, they sprayed an anti-bacterial disinfectant. The property management company returned later that day to further investigate where the leak was coming from; they advised the Tenant the issue was most likely from a main sewage pipe problem, that the floor needed to be removed, and it was unhealthy to live there. The Tenant immediately called the Landlord to discuss what she had been told; the Landlord said 'just wait', that he needed to contact the management company himself and the insurance company. The Landlord also said the floor was not to be removed yet, he wanted to wait until he talked to the insurance company. The floor never got removed while the Tenant was in the unit.
6. The Tenant asked the Landlord if she could move and he return the last month rent deposit, as it was unhealthy to live in the unit as it was. The Landlord refused, he said she had to wait for the insurance company. The Landlord told the Tenant to sue him then he could sue the insurance company. A few days later, the Tenant asked the Landlord again about moving and was once again told to wait; she was continually in contact with the Landlord about the repair and/or moving and was always told to wait until he has a refund from the insurance company. The Tenant sent the Landlord pictures and a video of the state of the unit but even after receiving the proof, the Landlord refused to act, saying she had to wait until he received reimbursement from his insurance company.
7. On September 30, 2024, the Tenant gave the Landlord a notice to vacate for November 30, 2024, but ended up leaving 15 days early because of the unhealthy conditions. She could constantly hear water dripping which made her anxious, the floor lifted, and she began to have an ant problem. She was constantly cleaning the unit to try and lessen her anxiousness about living there, which almost doubled her water usage. The rank odor did not go away until about one-month after the sewage leak occurred, and she was constantly worrying about the air quality. The Tenant called #211 and #311 for help but nothing ever came of it. Apart from being forced to live in such conditions, she lost numerous items, including photo albums that were on the floor under her desk. The Tenant called her insurance company and was told it is the Landlord's responsibility to repair the issue and compensate her; they said to bring the Landlord to the Board. After speaking to her insurance company, the Tenant called the Landlord and was still told to wait until he got a refund from his insurance company. The Landlord's insurance company never came, only the property management attended: they cut holes in the wall to investigate the source of the problem, but the holes were not fixed until a few weeks before the Tenant moved out. The property management company fixed the problem with the main sewer

pipe in the basement. While the problem was being investigated/addressed, the Landlord offered the building's guest room, but said she could not stay there the entire time her unit was being repaired. The guestroom, however, only had a bathroom, there was no kitchen so it was not a workable interim solution because the Landlord said she would not be compensated for her eating-out costs until he received reimbursement from his insurance company. Plus, the Tenant has two children, which made the guest room even less workable.

8. To support her testimony the Tenant relied on pictures, video, email correspondence, water bills, and receipts for the cleaning supplies she had to purchase; the Landlord was sent a copy of all.
9. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit and/or failed to comply with health or safety or housing or maintenance standards.
10. 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.
11. In this case, although the property management company appears to have addressed the sewage pipe problem in a timely manner, as there was no testimony to the contrary, completion of the full repair was halted by the Landlord; the Landlord refused to fix the lifting floor which had been saturated with sewage waste. Whenever the Tenant enquired about the progress of the repair, the Landlord said she had to wait until he received compensation from his insurance company. By refusing to take further steps, the Tenant was forced to live with holes in her walls until just prior to vacating, a rank odor for at least a month, a lifting floor, and generally unhealthy conditions. Although the Tenant did not have a health report, it is logical that a sewage leak that resulted in the flooring lifting would cause an unsanitary and unhealthy living condition. Therefore, it is the Landlord's refusal to allow the issue to be fully addressed so the Tenant could live in a healthy environment, that is neither reasonable nor appropriate. The Landlord did not appear to take the issue seriously, even though it was in respect of a sewage leak in the unit. His only attempt at accommodating the Tenant was offering a guest room that did not have full facilities and was not available for the full time frame of the repair. For these reasons, the Tenant is entitled to remedy as set out below.

Remedies

12. The Tenant is seeking one month, \$3,200.00, abatement of rent, for the psychological impact of being forced to live in such unhealthy conditions, added expenses incurred for water and food, and the substantial inconvenience/interference that negatively affected the Tenant's regular every day living and quality of life.
13. I find that a rent abatement of \$3,200.00 is appropriate in the circumstances. The Landlord was made aware of the sewage leak immediately, and although the property management

company responded in a timely manner to address the cause of the leak, the sewage-soaked floor that was lifting was never addressed. The Landlord, would not allow the full repair to be done, constantly using the excuse that he had to wait until he received reimbursement from his insurance company who, based on the Tenant's uncontested testimony, does not appear to have been involved at all. It is the Landlord's continual refusal to let the job be completed that was neither a reasonable or appropriate response. Since the Landlord refused to allow the problem to be fully addressed, the Tenant had no choice but to give notice and move out so she and her children did not have to continue living in such unhealthy conditions.

14. The Tenant is also seeking out-of-pocket expenses in the amount of \$200.00 for the excess water bill, vacuum cleaner, and cleaning materials including a mop and towels. As the Tenant included extra expenses incurred in her explanation for the requested abatement amount, I do not find it appropriate to award monies above and beyond what is already granted.
15. As the Tenant was successful in her application, she is entitled to reimbursement of the application filing fee.

It is ordered that:

1. The Landlord shall pay the Tenant is \$3,248.00. This amount represents:
 - \$3,200.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 10, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 10, 2026, the Landlord will owe interest. This will be simple interest calculated from March 11, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 27, 2026
Date Issued

Diane Wade
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.

