



Order under Section 135 Residential Tenancies Act, 2006

Citation: Fowler v Ponzi, 2026 ONLTB 17636

Date: 2026-03-02

File Number: LTB-T-022671-24

In the matter of: 1305, 552 WELLINGTON ST W
TORONTO ON M5V2V4

Between: Joey Kenneth Fowler Tenant

And

Annaranco Corp Landlord

Joey Kenneth Fowler (the 'Tenant') applied for an order determining that Annaranco Corp (the 'Landlord') collected or retained money illegally. This is the T1 Application.

The Tenant also applied for an order determining that 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 and withheld or interfered with their vital services or care services and meals in a care home. This is the T2 Application.

The Tenant 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, the Tenant's Agent, Paulette Evraire, the Landlord's Agent, Isabella Ponzi, and the Landlord's Legal Representative, Roman Komarov, attended the hearing.

Determinations:

Preliminary Issues:

1. On March 12, 2025, the Tenant submitted a request to amend an order in which they indicate the Landlord named in the applications was incorrect and should be Annaranco Corp. As the LTB form submitted was incorrect, the amendment to the Landlord's name was not actioned. The parties confirmed the Landlord is Annaranco Corp and requested the applications be amended to reflect the proper Landlord. This request was granted.

2. Further, the Tenant stated the unit number of the rental unit was omitted on the applications and requested that the application be amended to include the unit number. This request was also granted.
3. The T1, T2, and T6 applications were filed on March 19, 2024. The Tenant's claims and requested remedies are identical in each application and indicate the Tenant is raising maintenance issues pursuant to section 20 of the Act. As the claims and remedies in each of the applications were triplicated, the hearing proceeded only with the maintenance issues as claimed in the T6 application. It was explained to the parties that the T1 and T2 applications would be dismissed.
4. The Landlord's representative raised a preliminary issues relating to the lack of dates in the Tenant's T6 application. He submitted that without proper dates of the allegations, the Landlord cannot know the case to be met.
5. The Tenant's agent submitted that the maintenance issues described in the application were reported to the Landlord on June 1, 2023 and that date is clearly set out in the application. The Tenant's agent argued that the Tenant's evidence and disclosure for the hearing contained all the necessary details. She described the supporting documents were ongoing communication between the Tenant and the Landlord throughout their relationship so there should be no surprise or lack of notice with respect to the maintenance claims being raised in the T6 application.
6. I do not agree that a responding party should have to look to the supporting disclosure filed with the application, to try to piece together the claims that are being made against them. Often, some of the supporting evidence is irrelevant. In this case, the Landlord's representative submitted the only date in the application is June 1, 2023 and the Landlord is prepared to proceed on the issues reported only on June 1, 2023.
7. The Tenant's agent requested an opportunity to amend the application to include all the dates the Tenant intended to raise. This request was denied. The missing information is not minor. This is not a case where only a few dates need be added to the T6 Application. The proposed amendments would amount to a substantial overhaul of the filing.
8. Furthermore, the Tenant's application first came before the LTB on February 18, 2025, at which time an Adjudicative Case Conference was held. In my view, the Tenant has had more than sufficient time to amend the application and/or obtain legal advice. Allowing amendments at this stage would be prejudicial to the Landlord. Accordingly, the hearing proceeded only on the issues that were reported to the Landlord on June 1, 2023.

Background

9. The Tenant took possession of the rental unit on May 31, 2023 and vacated on October 28, 2023. The rental unit is in a high-rise condominium building on the thirteenth floor. The lease term was for the period of May 31, 2023 to June 1, 2024 and the monthly rent was \$7,000.00.

T6 Application

10. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Tenant's evidence

11. In his testimony, the Tenant explained that on June 1, 2023, he sent a text message to the Landlord listing the various deficiencies he discovered when he moved into the rental unit [DOC-5222730 – pages 5 to 6]. his list includes the following:

- Majority of blinds need to be replaced (broken or covered in food/dirt)
- Bathroom door track broke (door jams)
- Bathroom lights flicker
- Bathtub does not drain properly
- Bathroom tub fixtures broken
- Bath does not work
- Bath vent falling out of ceiling
- Master bedroom bathroom light/wires hanging out of ceiling
- Missing closet rods (master)
- Closets collapsing
- Closet rods missing
- Closet shelves broken
- Closet doors jam
- Holes in multiple walls
- Walls very scuffed needs paint
- AC not working
- Laundry closet broken doors
- Jacks and wires coming out of wall
- Loose wires coming out of ceiling
- Drawer handles missing/broken
- No smoke/carbon detector
- Exposed floor outlets that can electrocute my dogs or myself/girlfriend
- Door doesn't lock
- Place is disgustingly filthy
- Wreaks of dog piss

Blinds

12. The Tenant testified the blinds in the rental unit did not work properly, were dirty, and full of insects. He stated the Landlord's contractor addressed the issues on June 5, 2023 however, some of the issues with the blinds were not fully repaired. The Tenant contacted his own cleaning service to clean the blinds of the dirt, food, and insects.

Bathroom Door Track

13. The Tenant explained that because the bathroom door track was broken, he was unable to close the bathroom door. He stated this issue was addressed by the Landlord three weeks after it had been reported to the Landlord.

Bathtub not draining properly

14. The Tenant testified that the Landlord did not address the issue with the bathtub however he was able to fix it himself.

Bathtub faucet and taps broken

15. The Tenant testified the bathtub taps were broken and not usable as they would come unattached from the housing when they were turned. He stated the faucet was also dislodged. He stated this issue with the taps was repaired approximately one month after it was reported to the Landlord however, the faucet was not repaired or replaced.

Bathroom lights flicker

16. The Tenant testified he had a safety concern when he observed the lights flickering in the bathroom. He stated that when he informed the Landlord, he was told the lights have always been that way and no repair was necessary.

Master bedroom light fixture missing

17. The Tenant described that the master bedroom light fixture was not installed, and the electrical wires were exposed hanging from the ceiling.

Bathroom ventilation

18. The Tenant stated the vent in the bathroom was not properly installed and was hanging by its wires. This issue was addressed by the Landlord.

Closet issues

19. The Tenant testified that all the closets in the rental unit were defective including the laundry closet. They were missing rods and the built in shelves were broken and collapsed. The Tenant also stated the tracks of the closet doors were deficient and he was unable to properly close them. He testified the Landlord repaired some of the issues within a month of his initial text message.

Holes in the walls

20. The Tenant described holes in the walls ranging from nail/screw holes to some the size of a toonie. He stated most of the walls were damaged. The Landlord addressed the issue by patching the walls. The Tenant was unsure if they walls were painted.

Air Conditioning not working

21. The Tenant testified that despite notifying the Landlord of issues with the air conditioning in the unit, this issue was never resolved. He described the unit as being a corner unit exposed to direct sunlight and without air conditioning the unit was like a sauna. He testified he spoke to the property manager of the condominium who advised him to speak to the Landlord. He

stated someone did come into the unit but in his opinion, it was never properly repaired as no cold air was coming from the vents.

Exposed floor outlets

22. The Tenant testified that a previous tenant had used the rental unit as an office, and electrical outlets were installed in the floor. He explained the covers for these outlets were missing exposing the electrical wires. The Tenant was concerned for his safety and the safety of his animals having exposed wires accessible. He stated this issue was also remedied about a month after informing the Landlord.

Smoke/Carbon Monoxide Detector missing

23. The Tenant submitted a photograph of the missing smoke/carbon monoxide detector. All that appears on the ceiling is the housing for the safety equipment. He testified that for the duration of the tenancy, this issue was never addressed by the Landlord, and the date of the photograph is the day he vacated.

Balcony Door Lock

24. The Tenant testified the lock on the balcony door did not operate properly causing him to be unable to secure the rental unit properly. Although the Landlord was notified, this issue was never resolved.

State of the unit

25. The Tenant testified the unit was in a state of uncleanness when he moved into the unit. He informed the Landlord that he would have the unit thoroughly cleaned by his cleaning company. The Landlord agreed and compensated the full cost to the Tenant.
26. Upon review of the text messages between the Tenant and the Landlord's agent, on June 16, 2023, the Tenant sent a message to the Landlord's agent in which he wrote, in part:

Hey Isabella. Hope you had a great week. Dave got everybody [sic] done yesterday so thank you for that greatly appreciated! He's great

Landlord's evidence

27. At the commencement of the Landlord's testimony at 3:30 p.m., the Tenant informed the Board that he needed to leave the videoconference. As he had an agent acting on his behalf, and the Tenant did not inform the Board prior that he would not be available after 3:30 p.m., I denied the request to adjourn the hearing. The Tenant left the hearing at 3:35 p.m.
28. The Landlord's agent explained that Annaranco Corp is her mother's holding company, and she acts on her behalf. She is responsible for the day-to-day operations of the rental units.
29. The Landlord's agent testified that upon receiving the text message from the Tenant, dated June 1, 2023, with his list of deficiencies, she immediately responded that she would make arrangements for her contractor to attend at the rental unit on the following Monday morning.

30. The Landlord's agent testified that when the Tenant informed her on Friday, June 2, 2023, that the air conditioning was not operating, she suggested that the blinds in the unit be kept closed. The Tenant advised that the blinds were already fully closed. She then contacted Sychem, the condominium corporation's HVAC contractor, to attend to the issue. Sychem was scheduled to attend the rental unit on Tuesday, June 6, 2023.
31. She further testified that she attended the rental unit on June 3, 2023, to investigate the Tenant's concerns. During her visit, she observed that the unit was cool and that the air conditioning appeared to be functioning properly. The Tenant was informed of these observations.
32. On June 6, 2023, the Landlord and her contractor attended at the rental unit to address the Tenant's maintenance issues. The Landlord's representative submitted a dated list of the Tenant's reported deficiencies as evidence. This list clearly sets out the reported deficiencies and the date the repairs were completed [DOC-5050839 pages 34 to 36].
33. The Landlord's agent testified she was very responsive to the Tenant's issues and ensured they were addressed within a reasonable time.
34. The Landlord's agent further testified that the majority of the repairs were completed within one week of the Tenant reporting them. However, due to a delay in obtaining parts, some repairs were not finished until June 15, 2023. She also addressed the issue of the smoke/carbon monoxide detector, stating that the device was found in the unit and reinstalled on June 5, 2023. She stated the previous tenant had removed it, and she had not been advised of any concerns regarding the equipment prior to the Tenant taking possession of the rental unit.
35. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Analysis and Legislation

36. 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.

37. 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.
38. In its recent decision in *Onyskiw v. CJM Property Management* 2016 ONCA 477 (CanLII), the Ontario Court of Appeal provided a guiding framework for the analysis of alleged breaches of s.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.

39. 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).
40. 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 - 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).
41. 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.
42. No substantial documentary evidence presented by the Tenant, whether considered individually or collectively, meets the burden of proof required to establish that the Landlord breached their obligations with respect to the claims in the T6 application. As a result, I cannot find that the Landlord failed to meet their maintenance responsibilities for the issues raised. Although the Tenant provided the Landlord with an extensive list of maintenance concerns, these were addressed within a reasonable period of time. Moreover, while some legitimate maintenance issues were identified and repaired, others were not observed and therefore did not require corrective action.
43. In this case, I find that the Landlord acted promptly and reasonably in responding to the Tenant's maintenance concerns. The Landlord provided a log documenting the contractor's attendance at the rental unit, and the Tenant did not present evidence to contradict this record. Additionally, the Tenant's own communications confirm that the repairs were completed by June 16, 2023. On this basis, I cannot find that the Tenant has established that the Landlord's actions were unreasonable or unduly delayed.
44. As such, I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act and the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's applications are dismissed.

March 2, 2026
Date Issued

Susan Priest
Member, Landlord and Tenant Board

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