



Order under Section 30 Residential Tenancies Act, 2006

Citation: Dawkins v Capreit Limited Partnerships, 2026 ONLTB 18707

Date: 2026-03-06

File Number: LTB-T-064530-25

In the matter of: 805 - 1425 BODMIN ROAD
MISSISSAUGA ON L5J3T4

Between: Simone Dawkins Tenant

And

Capreit Limited Partnerships Landlord

Simone Dawkins (the 'Tenant') applied for an order determining that Capreit Limited Partnerships (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 February 23, 2026.

Only the Tenant attended the hearing.

As of 1:45 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:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: the Landlord did not repair the only toilet in the rental unit.
2. Therefore, the Landlord must pay the Tenant a rent abatement of \$637.35.
3. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit.
4. 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.

5. In this case the Tenant reported that the toilet was not working on July 16, 2025. The Landlord sent a maintenance person on July 18 but no repairs were done. The Tenant followed up a couple of times before the problem was resolved on August 6. For 21 days the Tenant did not have a working toilet in the rental unit.

Remedies

6. Therefore, I find that a rent abatement of \$637.35 is appropriate in the circumstances. This represents half of the rent for the 21 day period when the Tenant had no working toilet.

It is ordered that:

1. The Landlord shall pay the Tenant is \$637.35 for a rent abatement for the period ending August 6, 2025
2. The Landlord shall pay the Tenant the full amount owing by March 17, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 17, 2026, the Tenant may recover this amount by deducting the amount from the rent owing for the month of April 2026.

March 6, 2026
Date Issued

Dawn Carr
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.