



**Order under Section 30  
Residential Tenancies Act, 2006**

**File Number:** LTB-T-064795-25

**In the matter of:** 7, 4 prospect st s  
Hamilton ON L8M2Z1

**Between:** Alexander Michael William Belanger Tenant

**And**

Grant Buyar Landlord

Alexander Michael William Belanger (the 'Tenant') applied for an order determining that Grant Buyar (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 24, 2026.

Only the Tenant attended the hearing.

As of 2:49pm, 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: that there was a power outage within the rental unit which the Landlord failed to remedy within a reasonable amount of time.
2. Therefore, the Landlord must pay to the Tenant \$1048.00
3. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) repair rental unit
4. The rental unit is a 4-bedroom apartment in an 8 unit 4 storey walk-up building, it is occupied by the Tenant and his family.
5. The Tenant testified that on August 4, 2025, around 6:50pm the power in the unit was cutoff to the majority of the unit, with only two or three plugs within the living room

remaining functional. The Tenant testified that he attempted to call the Landlord numerous times but did not receive a response and texted him at 6:50pm.

6. The Tenant also tried to restore power using the use panel in his unit but was unsuccessful.
7. The Tenant testified that the Landlord did not respond until August 5, 2025, at 9:40pm, when he indicated that his maintenance person would attend the unit the next day to restore the power. The Tenant confirmed that the maintenance person attended and restored the power the next day around noon by performing work in the basement of the complex.
8. The Tenant testified that the outage caused his combination fridge and freezer as well as freestanding chest freezer. He testified that this caused his food to spoil and caused him to lose over \$1800.00 worth of food and required him to order takeout to feed his family during the outage.
9. 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.
10. In this case while it appears that the Landlord was able to have the power restored to the unit, I am not satisfied that the Landlord has acted reasonably under the circumstances. The Landlord did not respond to the Tenants text message or attempts to contact him for over 48 hours, despite the seriousness of the maintenance issue. While this may be reasonable when dealing with minor issues, a power outage is a serious maintenance issue, and I am not satisfied that such a delay was warranted.
11. Additionally, while the power was restored by August 6, 2025, based on the Tenants uncontested evidence it appears that the power was restored by the Landlord's own maintenance person alone, performing some brief work within the basement of the complex. Therefore, there is no evidence before to suggest that the outage was caused by a complex issue, which necessitated the involvement of specialised trades or materials. Therefore, it would be reasonable to expect that had the Landlord acted promptly and responded to the Tenant's concern the matter could have been remedied the same day it arose, or the day after.
12. As the Landlord did not attend to provide and testimony which may explained their delay in acknowledging and responding to the outage, therefore I find that the Landlord did not act reasonably in the circumstances.

### Remedies

13. The Tenant sought \$1,802.00 for out-of-pocket expenses to replace food that was lost from their fridge and two freezers as a result of the outage. While the Tenant has not provided any recipes for the lost food, I have considered the Tenants testimony with respect to this issue as it is reasonable that the Tenant did not preserve these receipts in

anticipation of future loss. I am prepared to accept that the rental unit was occupied by a family of four who shop in bulk at large retailers, often performing one large monthly shopping and storing excess using their additional freezer. The Tenant also relied on a video taken after the outage, during this video they open the defrosting freezer and a large volume of food can be observed defrosting. Accordingly, I am satisfied that a nominal award of \$1000.00 is reasonable to recognise the food lost by the Tenant. As the Tenant has not provided receipts or any other documentation to support a loss of \$1802.00 I am not satisfied they have demonstrated they incurred out of pocket expenses of this amount.

**It is ordered that:**

1. The Landlord shall pay the Tenant is \$1,048.00 This amount represents:
  - \$1,000.00 for the reasonable out-of-pocket expenses that the Tenant has incurred or will incur.
  - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 22, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 22, 2026, the Landlord will owe interest. This will be simple interest calculated from March 23, 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.

**March 11, 2026**  
**Date Issued**

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Reid Jackson  
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.

