



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

**Citation:** Noorani v Calica, 2026 ONLTB 19230

**Date:** 2026-03-02

**File Number:** LTB-T-069428-23

**In the matter of:** 208 BAGOT ST  
Kingston ON K7L3G1

**Between:** Adam Noorani Tenant

**And**

Ray Calica Landlord

Adam Noorani (the 'Tenant') applied for an order determining that Ray Calica (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 July 8, 2025.

The Landlord, the Landlord's legal representative, Daniel Moak, the Tenant's legal representative, Shahid Noorani, and the Tenant attended the hearing.

### **Determinations:**

#### **Preliminary issues**

1. The lease lists seven tenants for the rental unit. Only the Tenant is named as an applicant on this T6 application. At the hearing, the Tenant confirmed that he seeks relief only in relation to his own share of the rent and that the other tenants are not pursuing remedies with respect to the peeling paint in his bedroom.
2. Nothing in the Act requires all tenants to be applicants on a T6 application. The Tenant's claim and the rent abatement he seeks are expressly calculated with reference only to his share of the rent for the unit. The other tenants are not prejudiced by this application and their rights, if any, to bring their own claims are unaffected by this order. I am therefore satisfied that it is appropriate to proceed with this application in the Tenant's name alone.
3. The original T6 application was filed on September 4, 2023. The Tenant subsequently filed amended versions of the application, including a further amended T6 dated June 20, 2025. At the hearing, the Landlord and his representative participated fully and addressed the issues raised in that further amended application. No objection was raised that the

Landlord lacked notice of the amendments or was unable to respond to them, and no request for an adjournment was made. In the circumstances, I am satisfied that the Landlord had sufficient notice of the amended issues and remedies and that there is no prejudice in proceeding on the basis of the June 20, 2025 amended (further) T6 application.

4. The June 20, 2025 Amended (Further) T6 Application pursues only Remedy 1, a rent abatement. Remedies 2, 6 and the other standard remedies are not selected or particularized. Accordingly, the only relief properly before me is a rent abatement arising from the alleged failure to maintain the Tenant's bedroom. For clarity, I make no order in respect of any claim for compensation for missing personal property, as that relief is not advanced in the operative amended application and, in any event, is not material to the maintenance allegations I must decide.

#### Merits

5. The parties agree that the Tenant's tenancy in the rental unit began on May 1, 2023. The Tenant vacated the rental unit on April 30, 2025.
6. The Tenant testified that when he moved his belongings into his bedroom on May 1 and 2, 2023, the paint in that room was already in poor condition, with cracking and peeling paint on the walls, ceiling, trim and door frame. He stated that throughout the tenancy he regularly found paint flakes and shavings on the floor and on his bed. He filed photographs taken during the tenancy which show peeling and flaking paint on the bedroom walls and baseboards.
7. The Tenant's evidence is that he raised the issue with the property manager, David Adams, on multiple occasions starting in May 2023. After being told that painters would be coming, the Tenant worked with the property manager to facilitate access, including offering locksmith access and ultimately arranging to provide a key directly to the painters. The evidence shows that a key to his bedroom was delivered to the painting contractor at the unit on June 23, 2023.
8. The Tenant testified that in late July 2023 he was told that his room had not been painted because his personal belongings were in the room. He stated that prior to that he had never been asked to move his belongings or been told that they were preventing the work from being carried out.
9. On August 2, 2023, the property manager advised the Tenant in writing that there were "no plans to paint" his bedroom. On the same date the Tenant sent a detailed letter by email to the Landlord's agent, MarDen Smart Homes, formally requesting that the bedroom be painted by September 2, 2023. In that letter he described peeling paint on the walls and ceilings, explained that he had observed paint shavings on the floor, and referred to the Landlord's obligations under section 20 of the Act. No response was provided, and no arrangements were made to paint the bedroom.
10. The Tenant filed an unsworn written statement from his co-tenant, Joshua Hicks. In that statement, Mr. Hicks says that the house was repainted in the summer of 2023 while the tenants were away, except for the Tenant's bedroom, and that the paint in that bedroom remained in poor condition throughout the tenancy. However, the Tenant did not call Mr.

Hicks to testify at the hearing. As a result, the Landlord had no opportunity to cross-examine him. I give Mr. Hicks' written statement limited weight. I note, however, that it is generally consistent with the Tenant's own evidence and photographs.

11. The Tenant also called Dean Hendry, a co-tenant, as a witness. I accept his evidence where it is consistent with the Tenant's evidence. His testimony supported the Tenant's description of the condition of the bedroom and the steps the Tenant took to raise the issue with the Landlord, but it does not materially change my findings.
12. The Landlord filed an invoice from Absolute Perfection Plus Painting 2.0 showing that painting work was done at the property and relied on a photograph said to show the Tenant's bedroom in good condition. The Landlord's evidence as to when the photograph was taken was inconsistent, and no clear explanation was provided as to why all other bedrooms in the house were repainted, but the Tenant's bedroom was not, even though a key for that room had been supplied to the contractor.
13. I place limited weight on the disputed photograph. I prefer the Tenant's detailed and internally consistent testimony, which is supported by his photographs and, to a lesser extent, by the corroborative evidence of Mr. Hendry and the written statement of Mr. Hicks. I find as a fact that during the Tenant's occupancy the paint in his bedroom was in poor condition, with significant cracking and peeling, and that this condition persisted after the Landlord had notice of it.
14. Section 20(1) of the Act requires a landlord to provide and maintain 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.
15. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that, in determining whether a landlord has complied with its maintenance obligations under the RTA, the Board must take a contextual approach and consider the entire factual situation, including whether the landlord's response to a maintenance issue was reasonable in the circumstances. A landlord is not automatically in breach the moment a problem arises; rather, the Board must assess the reasonableness of the landlord's conduct over time.
16. Applying that contextual approach, I find that the Landlord did not respond reasonably to the Tenant's maintenance concern. The Landlord arranged for the remainder of the house to be repainted in the summer of 2023 but, despite being on notice of the deteriorated paint in the Tenant's bedroom, elected not to have that room included. The Tenant facilitated access, provided a key to the painters, and then submitted a formal written request on August 2, 2023. The Landlord did not provide any persuasive explanation for leaving the bedroom untreated.
17. The Tenant's bedroom was his primary private living space. The presence of peeling paint and recurring paint shavings in that room interfered with his use and enjoyment of the rental unit. While he continued to use the common areas, the condition of his bedroom materially reduced the value of the tenancy to him.

18. I therefore find that the Landlord failed to comply with its obligation under section 20 of the *Residential Tenancies Act, 2006* to maintain the rental unit in a good state of repair and fit for habitation.
19. Because the tenancy ended on April 30, 2025 and the Tenant no longer occupies the unit, it is neither necessary nor appropriate to make a prospective work order requiring the Landlord to carry out repairs in the unit. The remaining issue is what rent abatement, if any, is appropriate.
20. In the June 20, 2025, amended (further) T6 Application, the Tenant seeks a rent abatement of \$8,868.40. This figure is based on his share of the monthly rent for the unit (\$886.85) and represents a 50% abatement (\$443.42) for 20 months.
21. The Board is not required to grant the exact amount claimed. In determining a fair abatement I have considered the length of time the Landlord was aware of the problem, the seriousness of the condition, the extent to which it affected the Tenant's reasonable enjoyment of the rental unit as a university student, and the fact that the problem was confined to one bedroom while the Tenant continued to have the use of the common areas and facilities in the house.
22. Taking all of these factors into account, I find that a rent abatement equal to approximately one-half of one month of the Tenant's share of the rent is appropriate. This results in an abatement of \$443.43. This amount recognizes that the Landlord's failure to address the peeling paint was a significant and prolonged breach but also reflects that the remainder of the unit remained usable.
23. Subsection 30(2) of the *Residential Tenancies Act, 2006* requires the Board, in determining the remedy under section 30, to consider whether the tenant advised the landlord of the alleged breaches before applying to the Board. In this case, I find that the Landlord and its agent were aware of the condition of the bedroom no later than August 2, 2023, when the Tenant sent his written request with photographs, and likely earlier through his communications with the property manager. The modest one-month abatement I am awarding falls well within the period after that notice.
24. The Tenant paid \$48.00 to file this application and, in light of my findings, is entitled to reimbursement of that cost.

**It is ordered that:**

1. The Landlord shall pay the Tenant is \$491.43. This amount represents:
  - \$443.43 for a rent abatement; and
  - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 13, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 13, 2026, the Landlord will owe interest. This will be simple interest calculated from March 14, 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 2, 2026**

**Date Issued**

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Colin Elsby

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.