



Order under Section 31 Residential Tenancies Act, 2006

Citation: Chau v Mainline Living / Traine, 2026 ONLTB 19568

Date: 2026-03-10

File Number: LTB-T-004414-26

In the matter of: 108C, 1673 HURON RD
KITCHENER ON N2R0T5

Between: Melissa Lee Chau Tenants
Massimo Pisciotta

And

Mainline Living / Traine Landlord

Melissa Lee Chau and Massimo Pisciotta (the 'Tenants') applied for an order determining that Mainline Living / Traine (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household (T2 application).
- Failed to meet their maintenance obligations (T6 application).

This application was heard by videoconference on February 25, 2026.

The Landlord's agent Ryan Seymour, the Landlord's legal representative Kevin Lundy and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenants application was filed on January 15, 2026.
3. The rental unit is a one-bedroom unit in a multi-unit complex.
4. Although the lease agreement identifies the commencement of the tenancy on January 1, 2026, the Tenants were permitted to move into the unit on December 13, 2025.
5. The Tenants are in possession of the rental unit.
6. The application is amended to remove Remedies 3 and 7. The means the only remedy sought by the Tenants is a termination of their tenancy.

7. The Tenants' disclosure includes: medical note, City Order to Comply, photographs and various communications (DOC7405768).
8. The Landlord's disclosure includes: tenancy agreement, reports, invoice, photographs, various communications and case law (DOC7393328).
9. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.

The Tenants' Evidence

10. To summarize, the Tenants take the position that the Landlord is in breach of the *Residential Tenancies Act, 2006* (the 'Act'), when the Landlord failed to adequately address complaints of water damage, baseboards, potential mold, pet feces and urine and health concerns which affected their reasonable enjoyment of the rental unit.
11. On December 22, 2025, the Tenants notified the Landlord of the issues, via a Rent Café work order and direct communication with the Landlord's agents. On the same day, the Landlord's maintenance staff attended the unit for around a 3 to 4 minute visit. He advised that he would be on vacation until January 1, 2026.
12. The Tenant Melissa Lee Chau (MC) described her concerns for the impact on her health and various medical conditions.
13. MC said that she followed up on January 5, 2026 with no reply from the Landlord. On January 14, 2026 she spoke with the Landlord's agent about options, they were offered a different rental unit which they did not accept. Rather, they preferred to terminate the tenancy as they lost faith in the Landlord.
14. On January 14, 2026 the Landlord's maintenance staff attended the unit but no further work was done. The Tenants filed a report with the City of Kitchener on January 15, 2026. The Landlord received the City's Order to comply on or around January 21, 2026 with a completion date of February 18, 2026. The Landlord completed the work on January 27, 2026.

The Landlord's Evidence

15. To summarize, it was the Landlord's evidence that the Landlord's maintenance staff responded the same day the Tenants filed the complaint. He attended the unit to inspect the situation and offered to replace the baseboards. The Tenants declined for fear of mold; however, no mold was ever identified in the unit.
16. The Landlord's agent said that several attempts were made to address the Tenants' concerns but the Tenants refused to allow the Landlord to do any work in the unit and refused the offer to relocate. Rather, they wanted relief from their tenancy agreement. He said this was unreasonable, it was a new tenancy, the issues were minor and the Landlord responded in a reasonable and timely manner. The Landlord's agent said they were prepared to address the issues when reported but the Tenants demanded a safety plan and interfered with the Landlord's attempts to remediate.

17. The Landlord takes the position that had the Tenants not refused the work, the maintenance issues would have been completed sooner and the City Order to Comply would have been unnecessary. Nevertheless, once the City issued the Order on January 21, 2026, the Tenants permitted entry and the work was completed by January 27, 2026 and the file with the City was closed.
18. Relying on *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Landlord's representative argues that 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.
19. The Landlord asserts that the Tenants' complaints were addressed promptly but the interference by the Tenants prevented the Landlord from addressing the issues. As such, the Tenants' application should be dismissed.

Analysis

20. As explained at the hearing, s. 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.

21. Section 22 of the Act states:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

22. In order to establish a breach of the Landlord's maintenance obligation, the Landlord and Tenant Board's Interpretation Guideline 5 provides that it is established law that it is not sufficient to prove that there was a maintenance issue. The Board must also consider whether the Landlord's response, once informed of the issue, was timely, appropriate and effective to remedy the problem. If the Landlord's response was timely, appropriate and effective to remedy the problem, the Landlord cannot be said to have been in breach of their section 20 obligation to maintain.
23. 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.

24. While I appreciate the health concerns described by the Tenant, I cannot find the Landlord is in breach of their maintenance obligations or substantially interfered with their enjoyment of the rental unit or complex.
25. In this case, based on the evidence presented at the hearing and on a balance of probabilities, I find the Landlord responded to the Tenants' reported issues in a timely manner and offered remediation. However, it is clear that the Tenants consistently refused the Landlord's efforts.
26. In my view, the Tenants frustrated the Landlord's ability to address the reported issues in a timely manner.
27. The Tenants had a duty to take reasonable steps to minimize their loss under s.16 of the Act. By refusing to allow the Landlord to address the reported problems, the Tenants failed to minimize their losses.
28. Additionally, I have considered the Tenants' remedy to terminate the tenancy. In this case, I find this to be an extreme remedy particularly considering the Landlord's response to the Tenants' initial complaints on December 22, 2026 and the fact that all work was completed by January 27, 2026. In this case, I do not find a termination of the tenancy to be reasonable.
29. For the reasons above, the Tenants' application is dismissed.
30. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenants' application is dismissed.

March 10, 2026
Date Issued

Dana Wren
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.