



Order under Section 30 Residential Tenancies Act, 2006

Citation: Barrows v Medallion corporation, 2026 ONLTB 20186

Date: 2026-03-09

File Number: LTB-T-024501-24

In the matter of: 103, 280 WENTWORTH ST W
OSHAWA ON L1J1N2

Between: Danielle Barrows Tenant

And

Medallion corporation Landlord

Danielle Barrows (the 'Tenant') applied for an order determining that Medallion corporation (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 18, 2026.

The Landlord's Agent. Joy Toralba ("JT"), the Landlord's Legal Representative, Samuel Korman, and the Tenant attended the hearing. Emmanuel Elsaade ("EE") attended the hearing as a witness for the Landlord.

Determinations:

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

Tenant's Evidence

2. The Tenant testified that she was awoken by her son on March 17, 2024 to discover sewage water mess on the floor. The Tenant cleaned up the mess and the backup occurred again in the evening. The superintendent arrived three hours later with a dirty mop and the Tenant did not allow the superintendent to clean the rental unit.
3. The Tenant testified that she spoke to JT on March 17, 2024 and March 18, 2024 and was advised to contact Nick at the management head office.
4. The Tenant testified that she spoke to Nick on March 19, 2024 and he visited the rental unit the next day, advising her that nothing was wrong and that she should go through insurance for her property.

5. The Tenant testified that she forwarded TD insurance's request for information to JT on March 19, 2024 and received the incident report on March 20, 2024.
6. The Tenant testified that she paid the \$1,000.00 deductible to CRCS DKI, a contractor for TD insurance, for the insurance claim.
7. The Tenant testified that CRCS DKI came to the rental unit on March 22, 2024 and moved her belongings and that JT arranged cleaners to clean the rental unit on the same date.
8. The Tenant testified that her son was in respiratory distress and was taken to the hospital in the morning on March 19, 2024.
9. The Tenant testified that she was out of the rental unit from March 19, 2024 to March 23, 2024.
10. The Tenant testified that there was a manhole outside in the yard that was overflowing on April 16, 2024. She had to walk on the lawn, rather than the walkway, to avoid the dirty water.

Landlord's Evidence

11. JT is the Landlord's office administrator.
12. JT testified that she was notified by someone on March 17, 2024 at 8:15 a.m. about the sewage backup in the hallway between unit 107 and the rental unit. She attended to the property and called the plumbers. The plumbers arrived and the backup was cleared in the afternoon.
13. JT testified that when the Tenant contacted her in the afternoon, the plumbers were already on site working in the hallway. She instructed the superintendent to clean the rental unit and the Tenant refused.
14. JT testified that a backup outside occurred around 7:00 p.m. and the plumbers were called again. The outside backup occurred again the next day and the plumbers were called. A call was made to the City to check the manhole outside of the property to see if there was blockage.
15. JT testified that the plumbers resolved the issue, which stemmed from the main drain outside, on March 19, 2024.
16. EE is the superintendent of the property. EE testified that part of his general responsibilities include cleaning.
17. EE testified that he arrived at the rental unit to clean but the Tenant refused his service as he was using the same mop he used to clean the hallway.

Analysis

18. This application is being brought pursuant to section 20(1) of the *Residential Tenancies Act, 2006* (the "Act") which states that a Landlord is responsible for providing and

maintaining the rental unit in a good state of repair and fit for habitation and for complying with safety, housing and maintenance standards.

19. 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.
20. In this case, there is no dispute that there was a plumbing issue that affected the rental unit on March 17, 2024. However, I find that the Landlord acted promptly and reasonably in the circumstances. I say this for the following reasons.
21. It was uncontested that the Landlord called the plumbers to each time the Landlord was notified of a backup. The backup only affected the rental unit on March 17, 2024. The superintendent attended to the rental unit on the same day and offered to clean the rental unit. The Tenant declined. The Landlord arranged for the cleaning of the rental unit after the Tenant's insurance contractor assessed and moved the belongings in the rental unit.
22. The subsequent backup occurred outside. Given the complexity of a plumbing system, I do not find the Landlord was delayed with their responses or that the ultimate repair of the plumbing issues on March 19, 2024 to be unreasonable.
23. The mere fact that there was a plumbing issue does not automatically give rise to a breach of section 20 of the Act. It depends on what steps the Landlord takes once made aware of the issue. It cannot be said that the Landlord breached their obligations under the Act when they send the superintendent to clean the rental unit on the same date, arranged for cleaning after the Tenant's insurance completed their assessment, and called the plumber multiple times to attend to the property.
24. With respect to the allegation of the outside manhole overflowing on April 16, 2024, I do not find this isolated incident to warrant a breach of section 20 of the Act. There was no evidence before the Board that it continuously overflowed nor am I persuaded that there was a consequential impact to the Tenant. The Tenant acknowledged that all she had to do was walk on the lawn to avoid the wet walkway.
25. As such, I am not satisfied on a balance of probabilities that the Landlord breached section 20(1) of the Act by failing to address the plumbing issues in the rental complex in a reasonable manner. The Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

March 9, 2026
Date Issued

Vicky Liu
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.