



Order under Section 30 Residential Tenancies Act, 2006

Citation: Pourrezaei v Forest Gate Group, 2026 ONLTB 20654

Date: 2026-03-10

File Number: LTB-T-050643-25

In the matter of: 403, 150 Colborne Avenue
Richmond Hill ON L4C 2K1

Between: Seyedeh Zahra Pourrezaei Tenant

And

Forest Gate Group Landlord

Seyedeh Zahra Pourrezaei (the 'Tenant') applied for an order determining that Forest Gate Group (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.

The Tenant's application was filed on June 19, 2025. On September 2, 2025 the Tenant requested the time to hearing be shortened on the basis that the application concerned problems with the water supply to the unit, rendering the water in the bathroom of the unit potentially unsafe. On September 9, 2023 the Board directed that the hearing of the application be scheduled on an urgent basis.

The application first came on for hearing by videoconference on September 29, 2025. The Tenant, the Tenant's representative, D. Lee, and the Landlord's representative, L. Spedaliere, attended the hearing. The parties initially requested that the hearing be adjourned to November 3, 2025 to allow the parties time to finalize terms of a prospective settlement. As set out in Interim Order LTB-T-050643-25-IN issued October 7, 2025, it became clear, following some discussion in the hearing room, that the clearest path to a settlement was for me to seize myself of the matter and arrange for a stand-alone hearing on November 3, 3035 – to provide certainty about the return date of the hearing of the matter. The parties agreed that the Tenant would be absolved from making a rent payment for the months of October and November 2025 pending resolution of the matter.

The matter was scheduled for hearing on November 3, 2025 but the Notice of Hearing referenced a time of 1:00 pm rather than the intended 9:00 am. The error was discovered and a revised Notice of Hearing was issued October 28th for the 9:00 am start time. The Tenant and the Landlord's representative attended the hearing. The Tenant's representative did not sign in. His office was contacted and a representative from that office confirmed that the Tenant's

representative had not seen the revised time and had a conflict with the 9:00 am start. Having confirmed the availability of all parties for appearance a few days later I adjourned the hearing to commence November 6, 2025.

The substantive hearing of the application commenced by videoconference on November 6, 2025. The Tenant, the Tenant's representative, D. Lee, and the Landlord's representative, L. Spedalieri, attended the hearing. The parties confirmed that the repairs which were the subject of the application had, at that point, been effected such that the urgent aspect of the hearing was no longer in play. Three witnesses for the Landlord signed into the hearing and were assigned to breakout rooms but there was insufficient time during the hearing to hear their testimony.

The hearing of the application continued to completion by videoconference on December 12, 2025. The Tenant, the Tenant's representative, D. Lee, and the Landlord's representative, L. Spedalieri, attended the hearing. The Landlord's Property Administrator, N. Vassellucci ('NV'), the Landlord's plumber, P. Singh ('PS') and the Landlord's Superintendent, I. Daclap ('ID') attended portions of the hearing as witnesses for the Landlord.

Determinations:

1. The Tenant claimed that the water in her unit was significantly discoloured and cloudy, an issue which began in January of 2024. Despite her repeated complaints and requests that the matter be investigated and addressed, the issue was not addressed, in part, until May 2025. The matter was not completely resolved until the first week of October 2025, shortly after the initial appearance for the hearing of this application.
2. The Landlord took the position that reasonable action was taken promptly following the Landlord's first knowledge of the issue in March 2025. The Landlord submitted that the Tenant failed to establish that there was a problem with the water in her unit or that the Landlord failed to respond reasonably to complaint.
3. The parties' evidence with respect to these positions follows. References to the 'Tenant Brief' are references to TOP Doc-6456702, references to the Landlord Brief are to TOP-Doc 6674004 and references to the NV Affidavit are to TOP Doc-6452825.
4. The unit is located in a large multi-rental complex.
5. The Tenant testified to the following:
 - a) In January 2024 she noticed that the hot water from the bathroom sink and bathtub faucets was an orange colour and that the cold water was cloudy. She had to bring multiple large bowls of water from the tap in the kitchen in order to bathe. The only water in the unit which was clear was the cold water in the kitchen. She began purchasing water for drinking (Refer Exhibit 1 at pages 22 – 38 of the Tenant Brief, being photos of water taken around that time from the faucets, bowls of water for bathing and purchased water);
 - b) She notified the Superintendent, ID, of the problem. The timing of her first contact with IG on the issue was unclear but ID provided her with

contact information for the Landlord's Client Care service in May 2024. On May 10, 2024 she emailed Client Care, saying that that dirty water in her bathtub had been an ongoing issue for several months, that she had advised the Superintendent and that nothing had been done to address the problem. She attached a photo of the water from the bathtub and requested that it be repaired (Refer Exhibit 3, an email string from pages 55-60 of the Tenant Brief, at page 60)

- c) Client Care returned her email promptly and indicated that the matter had been referred to the resident manager with the idea that it would be referred to the VP of operations' (Refer pages 57 – 59 in Exhibit 3);
- d) The Tenant followed up with Client Care on June 12, 2024 having had no further contact on the issue (Refer page 57 in Exhibit 3);
- e) The water in the building was shut down at times between June and September 2024 and the Tenant understood that the problem was being addressed. During that time her communications were only with the Superintendent EG;
- f) She followed up again with Client Care on September 13, 2024, having had no further contact from that group with respect to the issue (Refer page 57 in Exhibit 3);
- g) An individual ('SK') emailed the Tenant on September 16, 2024 to say that she had recently been assigned by the Landlord to handle maintenance requests. She apologized for the ongoing issue and indicated that a plumber would attend the unit for an inspection, after which repairs would be arranged (Refer page 56 in Exhibit 3);
- h) She exchanged text messages with the Superintendent EG on October 8, 2024. She told EG that the warm water was still dirty in both the kitchen and the bathroom and attached another photo of the discoloured and cloudy water. EG responded that the issue was not just with the Tenant as 'they open the heater [a reference to the building's boiler] today'. It is not clear whether EG was referring to other tenants having ongoing problems or whether it was a reference only to the impact of work which was then being done;
- i) On November 18, 2024 the Tenant followed up again with Client Care, indicating that she had called Client Care multiple times without a response. She had left voicemails but was unsure whether they had gone through as the line disconnected each time she called (Refer page 56 in Exhibit 3);
- j) SK responded on November 19, 2024 to say that a repair session was confirmed for the next day (Refer page 55 in Exhibit 3);

- k) The Tenant wrote again to Client Care on January 4 and March 19, 2025, again attaching a photo of the hot water in the bathroom and indicating that she was being forced to use cold water. She reiterated that the dirty hot water problem was still going on and that there was a new issue with the other water not being clear. She again requested a date for a plumbing repair and indicated, again, that the problem had been going on for over a year (Refer Exhibit 5, being an email string at pages 61 and 62 of the Tenant Brief);
- l) A response came from Client Care on March 20, 2025, this time from a different Client Care Coordinator, NV. (NV is the Property Administrator who attended this hearing as a witness). NV indicated that she had sent the Superintendent to see the issue with the water and that the Tenant had not answered the door. The Tenant responded that several plumbers had already checked the problem, most recently as a few months earlier. She indicated that the problem was not new and had been happening for over a year. She indicated that Superintendent was welcome to come but would need to text her ahead of time (Refer page 62 in Exhibit 5);
- m) A further exchange on April 10 and 11, 2025 had the Tenant again requesting a plumber. The Tenant testified that, by this point, the only available bathroom water was the cold water in the bathtub. A number of plumbers had attended the unit on a number of occasions and observed the discoloured water. She heard nothing further from Client Care with respect to these visits. She indicated in the April email exchange that the hot water was still discoloured and the cold water from the sink faucet was cloudy. NV stated that a plumber would visit on April 11th between 9 am and 1 pm (Refer page 61 in Exhibit 5);
- n) The Tenant wrote to NV on April 22, 2025 to confirm that a plumber had attended the unit but had been unable to fix the water problem. The plumber had told the Tenant that NV would provide an update on the issue but she had heard nothing. On April 28th the Tenant requested a date for the plumber to come again. NV responded on April 29th to say that the plumber was waiting for parts to fix the problem (Refer Exhibit 6, being an email string from pages 70 to 63, at page 69). (It became evident later in the hearing that NV was referring to work which was being initiated with respect to the building's boiler);
- o) On May 2, 2025 the Tenant wrote to NV to say that she had discovered that the water in the kitchen, which she had been using to wash her food and dishes, was also dirty. She was very concerned about potential health issues and requested that the matter be addressed immediately (Refer page 69 in Exhibit 6);

- p) NM responded that day to say tha the issue was a tank problem for the whole building, that is was a big job and that the water in the whole building would need to be shut down for 2 days for the repair (Refer page 69 in Exhibit 6);
- q) On May 5, 2025 NV wrote to the Tenant to say that the Tenant had just reported the problem to NV 3 weeks prior. That notification prompted NV to send a plumber, who indicated that it was a tank problem for the whole building. Steps were being taken to address the issue (Refer page 69 in Exhibit 6);
- r) Subsequent emails show the Tenant setting out the extensive history of the problem and of communications with Client Care. On May 8th NV indicated that the plumber had told her the discoloured water issue was fixed and that he was going to send someone to test the cloudy water. There were further references to testing of the water but no indication as to the results (Refer page 67 – 63 in Exhibit 6); and
- s) The cloudy water issue was fixed at the beginning of October 2025. The Tenant did not know what action was take to make the fix. She never received an explanation as to what had caused the cloudy water.

Landlord's May 2025 Response to the Hot Water Issue:

6. The Property Administrator NM, of Client Care, and the plumber PS provided uncontroverted testimony about the repair work which was done to address the hot water/boiler issue in May 2025. I find the following facts based on their testimony:
 - a) PS was sent to the Tenant's unit in April 2025 to investigate the Tenant's complaints about the bathroom water. He reported to Client Care that the building's boiler had calcium in it and that the boiler needed to be changed (Refer Exhibit 9, being a work order at page 3 of the Landlord Brief);
 - b) PS investigated the boiler system based on the Tenant's complaint, which had included a photo of discoloured water. He had received no prior request for an investigation from Client Care and was not aware of similar complaints from any other unit;
 - c) The building's boiler system was comprised of two boilers and two hot water storage tanks. PS discovered that that the heat exchanger in the storage tanks had a leak, causing the heating system water to be mixed with the building's domestic hot water.
 - d) Both of the storage tanks were replaced (Refer Exhibit10, being an invoice at page 6 of the Landlord Brief). PS was satisfied that the replacement solved the discoloured water problem because the water

- in the laundry sink inside the boiler room, which had been reddish-brown in colour, ran clear after the fix; and
- e) PS performed no other plumbing work with respect to the discoloured water. He considered that there was no other plumbing issue in the unit. He considered that the cloudiness in the water was attributable to air bubbles.
7. I find that the Landlord, through NV, responded to the discoloured water issue promptly once NV recognized in April 2025 that there was, in fact, an issue with the Tenant's hot water. Better communication with the Tenant about the link between the boiler work and the problem in the Tenant's unit would have been helpful. As set out below, however, that finding does not absolve the Landlord.

Events Prior to May 2025

8. The Tenant's application largely concerns the Landlord's delay in addressing her concerns between May 2024, when she first documented her complaint to Client Care, and May 2025. The Tenant's efforts to effect investigation and repair are set out above. I find, as follows, that the Landlord has failed to establish that it took reasonable steps during this period to address the Tenant's concerns.
9. There was a suggestion that the Landlord was not aware of the hot water issue until March 2025. The evidence of the Landlords' witnesses, set out below, does not support this suggestion:
- a) NV, who is the Landlord's Property Administrator and the most recent contact for the Landlord's Client Care, has been working at the building since December 12, 2024;
 - b) As of January 2025 NV was being trained by SK, who left Client Car at the end of January 2025;
 - c) NV testified that she was not aware, until receiving the Tenant's March 19, 2025 email, that the Tenant had a complaint. She understood that the Tenant's first complaint came at that time;
 - d) NV acknowledged that the March 19th email followed, in the same string, an email dated January 4, 2025 which indicated that the problem had been ongoing for over a year. She was not aware of the prior emails, going back to May 2024, between Client Care and the Tenant;
 - e) The Landlord's Superintendent, ID, initially testified that he had not been contacted about any water issues at the Tenant's unit until March 2025, when the Tenant complained to Client Care and he was instructed to visit the unit;

- f) On cross-examination, ID acknowledged that text messages from the Tenant on the subject dated back into 2024. His daughter looked after text communications and he did not recall the text message exchanges with the Tenant during that time, though he confirmed that he had provided the Tenant with Client Care's contact information at the time that SK was still the Client Care contact – that is, during 2024.
10. I find that it is clear, from the texts and email messages, that both the Superintendent and Client Care had been apprised of the Tenant's complaints by no later than May 2024. There is no evidence that the Landlord took any meaningful steps to address those complaints until NV personally received the Tenant's March 2025 email addressed to Client Care. I find that the Landlord's failure to respond in a reasonable way prior to that time constituted a breach of the Landlord's maintenance and repair obligations with respect to the discoloured water between June 2024, being a year prior to the filing of the Tenant's application, and April 2025, when the plumber conducted the first substantive investigation of the issue.

The Cloudy Water Issue

11. The Tenant's communications with Client Care about cloudy cold water go back to May 2024, with the commencement of her documented complaints about the discoloured hot water.
12. Unlike the complaints about discoloured water, however, the cloudy water issue was not addressed following the March 19, 2025 email. Evidence about the Landlord's response to this issue was limited and was as follows:
- a) The plumber PS testified that, in his view, the fix to the boiler addressed all water concerns in the Tenant's unit. He did not consider the cloudy water to be a problem which needed to be addressed. He was not aware of what, or when, other work was done to eliminate the cloudiness;
 - b) NV testified that after the fix to the tanks in the boiler room, the only remaining issue was the cloudy water;
 - c) NV instructed the plumber to arrange for a professional analysis of the water in both the unit and the building and advised the Tenant that the testing had been arranged;
 - d) Canature Water Group provided its testing report on May 15, 2025 (Refer Exhibit 18 at pages 15 and 16 of the NV Affidavit). The report provided the results for a number of parameters. The Recommendations section stated, "We were not provided with an analysis sheet. We will need to know the following information to make an accurate recommendation...[and then set out a number of questions]. NV testified that no further information was provided to the

analysis group and that she relied on the plumber's interpretation of the results for assurance that the water was fine;

- e) NV advised the Tenant on June 17, 2025 that the test results had come back and that the water was drinkable. NV confirmed that she provided this information in reliance on the plumber's interpretation of the test results (Refer Exhibit 19 at page 20 of the NV Affidavit). NV noted that the Tenant was the only tenant complaining about water;
- f) On September 22, 2025 the plumber PS emailed NV to report on the prior work for the discoloured water. He stated that the bubbles in the water [presumably a reference to the cloudiness] was attributable to the aerators on the faucet; and
- g) NV testified that all of the faucets in the unit were changed to those of a higher quality. The timing of this work was not clear.

- 13. No evidence was provided as to how the cloudiness was ultimately addressed, except that the Tenant testified that the problem was fixed during the first week of October 2025, following the September 29, 2025 initial hearing appearance. I find that the Landlord took no substantive steps up until that time to address the Tenant's complaints about this issue.
- 14. I find that the Landlord's delay in addressing the cloudiness issue amounted to a breach of the Landlord's obligations for the year between June 19, 2024, being one year prior to the filing of the Tenant's application, and the ultimate fix at the beginning of October 2025.

Refusal to Communicate with Tenant's Representative

- 15. The Tenant submitted that the refusal by NV to communicate with the Tenant's representative as of mid-May 2025 compelled the Tenant to bring the subject application. It was uncontested that NV took the position, following the attempts by the Tenant's representative to contact her in mid-May 2025, that she had no legal obligation to communicate with the Tenant's representative (Refer Exhibit 7 at page 12 of the Tenant's Brief).
- 16. The Tenant testified that she was not aware, at the time the application was commenced in June 2025, that the Landlord had addressed the discoloured water issue.
- 17. While I find NV's position with respect to communications with the Tenant's representative unfounded, I do not accept that this position impacted the Tenant's decision to proceed with the application or otherwise damaged the Tenant with respect to the issues in play. On the contrary, the representatives for both parties elected during the first appearance for this application to proceed with the hearing.

Remedies

18. The Tenant sought 100% rental rebate for the 21 month period from January 2024, when she first discovered the water problems, through to early October 2025, when the water problems were finally fully addressed. The Tenant submitted that the water issues rendered the unit uninhabitable for that full period. The Tenant also sought general damages in the amount of 50% of the rent over the same period for her suffering during that period and sought legal costs associated with the application itself.
19. Rent during the relevant period was \$1,165.07 per month.
20. The Tenant has not entitled to claim recovery for any period prior to one year before the filing of her application. No rebate will be considered for the period prior to June 19, 2024.
21. The Tenant testified that she could not use the hot water in her bathroom until the discoloured water problem was fixed in May 2025. She was compelled to bring water in multiple bowls from the kitchen in order to bathe and had could not otherwise use hot water in the bathroom for all normal purposes.
22. I find that the Tenant's decision to not use the discoloured hot water in the unit was reasonable in the absence of any testing or assurance on the part of the Landlord as to its safety.
23. I also find that the Tenant's decision to rely only on purchased water for drinking, in the face of the unaddressed cloudiness of the cold water, was reasonable.
24. I find that both of these impacts constituted an impairment of the Tenant's enjoyment of the unit but that the impacts did not render the unit uninhabitable.
25. I find that a 20% rental rebate over the 11 ½ month period from June 19, 2024 through to early May 2025 is warranted in compensation for the absence of proper hot water and the presence of cloudy water. This rebate amounts to \$2,679.66.
26. I find that a further 5% rebate for the 5-monnth period from early May 2025 through to early October 2025 is warranted for the delay in addressing the cloudiness issue. This rebate amounts to \$291.27.
27. There is no question that the Landlord's delay in addressing the Tenant's water concerns would have impacted the Tenant's enjoyment of her unit. I find that the rental rebates effected in this order include sufficient compensation to the Tenant for the Landlord's protracted inaction and deny the request for an award of additional compensatory damages.
28. The Tenant also requested compensation for her legal fees to pursue this application. As set out in the Board's Interpretation Guideline 3 – Costs, the only costs normally allowed by the Board in the event of a successful application are the applicants application fee. Additional costs will only be awarded in the event that a party's conduct during the

proceeding before the Board was unreasonable. There was no indication that the Landlord's conduct during this proceeding was any way unreasonable.

It is ordered that:

1. The Landlord shall pay the Tenant \$3,018.93. This amount represents:
 - \$2,970.93 in rent rebates for both the discoloured and cloudy water issues to early May 2025 the cloudy water issue from early May 2025 through early October 2025; and
 - \$48.00 for the cost of filing the application.
2. The amount owing by the Landlord from paragraph 1 of this order shall be offset by the amounts of rent for October and November 2025 which the Tenant was absolved from paying pending resolution of the Tenant's application.
3. The Landlord shall pay the Tenant the full amount owing by March 21, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by March 21, 2026, the Landlord will owe interest. This will be simple interest calculated from March 22, 2026 at 4.00% annually on the balance outstanding.

March 10, 2026
Date Issued

Lynn Mitchell
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.