



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-097120-23

In the matter of: 1608, 55 Triller Ave
Toronto ON M6R2H6

Between: Dora Correia Tenant

And

Metcap Living properties Inc Landlords
Starlight, Apartments Ltd

Dora Correia (the 'Tenant') applied for an order determining that Metcap Living properties Inc and Starlight, Apartments Ltd (the 'Landlords') failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

The Tenant also applied for an order determining that the Landlords substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household.

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

Only the Tenant attended the hearing.

As of 2:15 p.m., the Landlords were 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 reschedule the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. This matter had been adjourned on November 26, 2025, due to a scheduling overflow. An Interim Order was issued December 5, 2025, which itemized the issues to be addressed in the reconvened hearing.
2. This hearing proceeded based on the issues outlined for both the T6 and the T2 applications in the said Interim Order.
3. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: frequent water shutoffs, odour of cannabis/tobacco smoke permeating the unit, renovations resulting in excessive dust in the unit, and a

washroom ceiling leak/crack, occurred in the rental premises, which interfered with her reasonable enjoyment of the premises and demonstrated a failure of the Landlords to meet their maintenance obligations.

4. Therefore, the Landlords must pay to the Tenant an abatement of rent of \$8,000.00.

T2 Application

5. This application address 4 areas of concern: frequent water shutoffs from December 2022 to the present, odour of cannabis/tobacco smoke from neighbouring rental units, and renovations which resulted in dust entering the rental unit and excessive construction noise (December 8, 2023 to December 15, 2023), and moving and damaging of the Tenant's belongings during unit repairs (December 22 to December 24, 2022).

6. The Tenant testified on these issues as follows:

- (i) Frequent water shutoffs from December 2022 to present: the Tenant documented 38 times that she experienced shutdowns of water to the unit from December 2022 to the date of the hearing. A number of these dates were documented in DOC-4716442, filed in the portal. During these shutdowns, the Tenant was unable to do laundry, the water did not come through the taps in good condition, and the lack of water affected the ability to use the washroom, shower, and sinks. The Tenant testified that she works from home, and when these shutdowns occurred, she did not have water in the washroom and was unable to use the kitchen sink for food preparation. Also, she testified that the Landlords did not always provide notice of when the shutdowns would happen and often they would last a full day.
- (ii) Odour of Cannabis/tobacco smoke from neighbouring rental units: the Tenant testified that the smells came in through her vent. The Tenant filed an email dated June 26, 2023, in which she had complained to the Landlords about this issue (DOC-4782067). To address the situation, it appears that the vent was covered, and fans were installed, but she testified that this had not resolved the situation. She testified that keeping the fans on costs additional money for electricity. She testified that she is using medication to address her health issues arising from the smell.
- (iii) Renovations (December 8, 2023, to December 15, 2023) resulting in excessive dust entering the premises and excessive construction noise: the Tenant testified that the issue of excessive dust is a recurring problem, resulting from renovations undertaken by the Landlords. In the time frame noted, she dealt with layers of dust in her unit caused by the renovations, to the point where she could not have anyone else in her unit. I note that at the hearing the Tenant indicated this problem recurs every time there are renovations, but as per the Interim Order, I am only considering the above-mentioned time frame.
- (iv) The Tenant did not provide details of the fourth item listed above – moving and damaging of the Tenant's belongings during unit repairs – December 22 to December 24, 2022.

T6 Application

7. The issues raised in the T6 application were bedbug and cockroach infestation, and a washroom ceiling leak/crack from January 16, 2023.
8. The Tenant testified on these issues as follows:
 - (i) Bedbug and cockroach infestation: the Tenant indicated that the bedbugs are no longer a problem. She testified that every time there is construction at the residential premises, there would be a new infestation of cockroaches. There was no testimony to suggest that the Landlords did not address this problem as it arose.
 - (ii) Washroom ceiling leak/crack from January 16, 2023: the Tenant testified that water came through the ceiling of the washroom, and the ceiling fell down. As a result of this she had to shower elsewhere, as she could not use the bathtub. She said there were 4 attempts to repair the ceiling, and her understanding is that repairs were made by “patching” the area and that those repairs did not fix the leak, causing the problem to continue. During the times when the repairs were being attempted, she stated that she had to have a fan on in the bathroom and ended up paying for the additional electricity to keep the fan going for 3 days each time a repair took place. The Tenant stated that this was finally fixed in August 2023.
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. I find that the Landlords failed to meet the Landlords' obligations under subsection 20(1) of the Act to repair identified issues in the rental unit in a timely manner, causing this to interfere with the Tenant's reasonable enjoyment of the premises. It is clear from the Tenant's testimony that notice of each of these issues was provided to the Landlords. I note that although the washroom ceiling was finally fixed in July 2025, the 4 attempted repairs were not successful, and caused the Tenant's further costs and inconvenience. This suggests that although the Landlords may have responded in a timely fashion, they did not address the issue successfully until several months later. The evidence presented by the Tenant demonstrated an unusual amount of dust in her unit at the time that renovations/construction was ongoing and does not appear to have ever been addressed by the Landlords. Documentation supported the Tenant's testimony regarding the water shutoffs and the attempts to address the odour of cannabis/tobacco. The Tenant's testimony was credible and supported by documentation. It does not appear that despite this number of ongoing issues, the Landlords reasonably addressed the problem, nor did they offer any accommodation for them to the Tenant.
11. In this case, I find on a balance of probabilities that the Landlords failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair identified issues in the

rental unit in a timely and effective manner, causing this to interfere with the Tenant's reasonable enjoyment of the premises. Based on the Tenant's credible testimony and her supporting documentation, including videos, which were filed in the portal and referenced by the Tenant, the Landlords' efforts fell short of what one would expect in addressing these problems. While a landlord does not have to meet a standard of perfection, reasonable efforts must be made, and the fact, for example, that it wasn't until after 4 attempts to fix the ceiling crack that it was finally fixed suggests that the Landlords' efforts were not reasonable. Also, the odour issue continues demonstrating that it has not yet been resolved.

12. In considering the testimony and supporting documentation, I find that the Tenant is entitled to an abatement of rent. In her original application the Tenant claimed \$1,650.00, which she calculated as \$150.00 per time the water was shut off. For the inconvenience suffered, I find \$150.00 per occasion to be reasonable. Therefore, the Tenant is entitled to an abatement of \$5,700.00 based on 38 water shutoffs.
13. The Tenant also claimed an abatement of \$1,000.00 calculated as 10 laundry services calculated at \$100.00 each. I note that there have probably been additional times when laundry services were required, but \$100.00 per service seems excessive for each laundry service. For the 38 occasions when the water was shot off, \$1,000.00 appears to be reasonable, which works out to approximately \$26.00 per event.
14. The Tenant claimed \$800.00 for the attempted repairs to the washroom ceiling, based on dealing with the extra cost of the electricity for having the fans on for 3 straight days every time a repair was attempted, for the extra noise, and for having to shower elsewhere. Although the Tenant did not forward receipts showing the additional electricity costs for the time period in question, I find this to be a reasonable amount considering the time that the fans were being used.
15. Lastly, the Tenant claimed an abatement for the dust she has had to address in her unit every time there is construction. She did not specify an amount, and in the circumstances, considering there were a number of days and dates which have not been clearly articulated, I am ordering an abatement of \$500.00 for this inconvenience.
16. This Order contains all of the reasons within it. No other reasons will be issued.

Remedies

17. Therefore, I find that a rent abatement of \$8,000.00 is appropriate in the circumstances as articulated above.

It is ordered that:

1. The Landlords shall pay the Tenant is \$8,064.15. This amount represents:
 - \$8,000.00 for a rent abatement for the period ending February 25, 2026.
 - \$64.15 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by March 24, 2026.

3. If the Landlords do not pay the Tenant the full amount owing by March 24, 2026, the Landlord will owe interest. This will be simple interest calculated from March 25, 2026, at 4.00% annually on the balance outstanding.
4. If the Landlords do not pay the Tenant the full amount owing by March 24, 2026, the Tenant may recover this amount by deducting the amount from the rent owing for the months after until there is no longer any money owing.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 13, 2026
Date Issued

Stephanie Ball
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.