



Order under Section 30 Residential Tenancies Act, 2006

Citation: Sengul v 280 Wellesley Residences Ltd., 2025 ONLTB 87998

Date: 2026-03-16

File Number: LTB-T-055367-24

In the matter of: 2718, 280 WELLESLEY ST E
TORONTO ON M4X1G7

Between: Caglar Zafer Sengul Tenant

And

280 Wellesley Residences Ltd. Landlord

Caglar Zafer Sengul (the 'Tenant') applied for an order determining that 280 Wellesley Residences Ltd. (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 November 10, 2025.

The Tenant and the Landlord's Legal Representative Charles Bobrowsky attended the hearing.

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.
2. The Tenant testified that water began leaking near the master bedroom window and wall area during heavy rain. This issue first arose on April 4, 2024, and that maintenance requests were submitted through the building's online portal. He claims that the issues continued intermittently and that repairs were temporary.
3. Mr. Sengul testified that the master bedroom was unusable for an extended period and calculated compensation based on 25% of the rent for approximately 14 months.
4. The Tenant relied on materials uploaded to the Portal, including photographs and video. I did confirm during the hearing that these materials were not served on the Landlord in accordance with the Rule 19 of the Board's Rules of Procedure.

5. The Landlord first witness was Ted Tazinskui. He is employed by the Landlord and is the buildings superintendent. He testified that he first attended the Tenants rental unit on April 4, 2024, after receiving a report of water near the window following heavy rain. He inspected that area and reported the issue to building management.
6. Mr. Tazinski testified that building management determined the issue related to exterior building conditions, which required further assessment. Interior repairs were performed on June 6, 2024, including plaster repairs to the affected area.
7. He stated that the next report of water was received on or about January 21, 2025. A work order was issued, and additional repairs were completed on January 29, 2025. The Landlord entered into evidence the work order dated for January 29, 2025.
8. Mr. Tazinski testified that the Tenant reported another concern in May 2025, after which he again attended the unit and photographs were taken and provided to management. Further plaster repairs were completed in June 2025.
9. During his inspections he states that the water damage was limited to a portion of the wall area, he did not observe mould, and the rooms remained habitable. Mr. Tazinski further testified that the water observed was not significant flooding, but rather localized moisture near the wall area during heavy rain events.
10. The Tenant cross-examined Mr. Tazinski on the evidence presented.
11. The Tenant questioned why photographs were requested from the Tenant if the superintendent had attended the rental unit on April 4, 2024. Mr. Tazinski testified that photographs are sometimes requested when access cannot be obtained or when additional documentation is required for management or contractors.
12. The Tenant also questioned why the maintenance request remained open in the Landlord's maintenance system until November 2024, despite the witness testifying that repairs inside the unit were completed in June 2024. Mr. Tazinski testified that he personally only closes work orders once the work assigned to him is completed. He explained that the issue remained open in the system because additional exterior work was required, which fell outside his responsibilities.
13. Mr. Tazinski confirmed that while interior repairs were completed, the exterior building issue had not yet permanently resolved.
14. The Tenant further questioned the witness regarding documentation of repairs completed in June and May 2024, noting that the only work order filed in evidence was dated January 2025. Mr. Tazinski testified that records do exist showing work was completed earlier in 2024, although those documents were not produced during the hearing.
15. The Tenant also questioned the witness about the presence of an electrical outlet located below the window in the master bedroom. The witness agreed that an electrical outlet is located on the wall beneath the window.
16. The Tenant asked whether water had entered the electrical outlet. Mr. Tazinski testified that he did not observe water inside the outlet, but that he had observed some water near the window area on the wall.

17. The Tenant suggested that water near the outlet created a safety risk and rendered the room uninhabitable. Mr. Tazinski disagreed and maintained that the room remained habitable, and that the water infiltration observed was limited and localized.
18. The Landlord called a second witness, Eric Guxholli, the property manager responsible for several buildings including the subject property. Mr. Guxholli testified that the building is part of a large multi-building complex consisting of five buildings, each approximately 33 storeys and approximately 600 units.
19. Mr. Guxholli explained that the buildings are currently undergoing a major exterior brick restoration project. HE testified that the project involves repairing and replacing sections of the brick façade and mortar joints, which in some areas allow water infiltration during heavy rain. Further, he testified that the project began approximately two years prior to this hearing.
20. This project restoration involves extensive exterior repairs across all five buildings and therefore must be completed in stages. Mr. Guxholli testified that contractors are currently working on the project and that the repairs affecting the Tenant's area of the building will be completed as part of the ongoing work.
21. He testified that due to the scope and logistical challenges of the project, a precise timeline cannot be provided for the exact line of units containing the Tenant's unit. However, he estimated that the overall project is expected to be completed within approximately one year.

Analysis

22. 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.
23. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit or residential complex and did not fail to comply with health, safety, housing, or maintenance standards.
24. The Tenant testified that water entered the master bedroom near the window area during periods of heavy rain. The evidence of the Landlord's superintendent Mr. Tazinski confirmed that some water infiltration was observed on the wall area near the window during certain rain events.
25. The evidence establishes the following timeline:
 - April 4, 2024 – the superintendent attended the unit after receiving the Tenant's complaint regarding water infiltration.
 - June 6, 2024 – interior repairs were completed to the affected wall area.

- January 2025 – a further complaint was received, and repairs were completed by January 29, 2025.
 - May 2025 – the Tenant raised another concern, and repairs were again completed by June 2025.
26. On the evidence before me, I find that the Landlord responded reasonably to the Tenant's complaints and took appropriate steps to investigate and repair the issue. I find that the Landlord responded to the Tenant's complaints and completed repairs within a relatively short period of time following each report. Mr. Tazinski testified that the interior work assigned to him had been completed but that the underlying issue related to the building exterior, which required additional work beyond his responsibilities. I accept this explanation. The evidence presented by the Landlord indicates that the interior work was completed, but the exterior building repair remained ongoing. While the situation may have caused inconvenience to the Tenant, inconvenience alone does not necessarily warrant a rent abatement.
27. Eric Guxholli the Landlord's property manager testified that the building is part of a complex of five high-rise buildings, each approximately 33 storeys and 600 units. He testified that the buildings are undergoing a large-scale brick restoration project, involving brick replacement and re-pointing work to address water infiltration through the building exterior.
28. According to Mr. Guxholli, this project began approximately two years prior to the hearing and is expected to continue as the contractor work through each section of the buildings.
29. While the witness was unable to provide an exact date for completion of the repairs affecting the Tenant's unit, the evidence establishes that the Landlord has undertaken significant structural repair work intended to address the root cause of the issue. I find that the evidence demonstrates the Landlord is actively engaged in addressing the exterior building condition. The fact that the project is large, complex, and takes time to complete does not in itself establish a breach of the landlord's maintenance obligations.
30. The Tenant testified that the master bedroom could not be used due to the water infiltration. The Tenant calculated the requested rent abatement on the basis that the master bedroom represented 25 percent of the rental unit and that the room was unusable for approximately 14 months. However, the Tenant did not provide any evidence demonstrating that the bedroom was uninhabitable for the entire period claimed.
31. Mr. Tazinski testified that the water infiltration was limited to a wall area near the window and that the room remained livable. The Tenant raised concerns regarding a nearby electrical outlet, suggesting that water near the outlet created a safety hazard. Mr. Tazinski evidence was that he did not observe water entering the electrical outlet itself.
32. Apart from the Tenant's assertions, there was no evidence such as photographs, inspection reports, or expert evidence demonstrating that the bedroom was unsafe or unusable. The Tenant indicated that photographs and videos had been uploaded to the Board's portal; however, the Tenant acknowledged that these materials were not served

on the Landlord. Because the evidence was not properly served in accordance with the Board's Rules of Procedure, I place little weight on those materials.

33. In the absence of reliable documentary evidence demonstrating a significant loss of use, I am not satisfied that the Tenant has proven that the bedroom was unusable for the extended period claimed.

34. For all the reasons given, the Tenant's application shall be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

March 16, 2026
Date Issued

Anthony Bruno
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.