



**Order under Section 30
Residential Tenancies Act, 2006**

File Number: LTB-T-091761-24

In the matter of: 2, 1200 AVENUE RD
TORONTO ON M5N2G1

Between: Kimberley Ann Kirkwood Tenant
Douglas James Kirkwood

And

Seyed Reza Mohamadian Landlord

Kimberley Ann Kirkwood and Douglas James Kirkwood (the 'Tenant') applied for an order determining that Seyed Reza Mohamadian (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 March 12, 2026.

Only the Tenant, Kimberley Ann Kirkwood attended the hearing.

As of 9:35 a.m., the Landlord was 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 adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Tenant proved the allegations in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,488.00.
2. The Tenant applied to the Board under section 29 of the Act alleging that the Landlord failed to meet their maintenance obligations under section 20(1) of the Act.
3. Section 20 (1) states:

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. 2006, c. 17, s. 20 (1).

4. 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.

Background

5. The Tenant has occupied the rental unit since 2017. The lawful monthly rent is \$2,224.25.
6. The residential complex contains shared facilities including a laundry room used by multiple tenants.

Tenant evidence regarding maintenance

7. Beginning in March 2024, the Tenant began encountering repeated cleanliness issues in the laundry room after tenants in another unit in the same complex began using the shared facilities.
8. The Tenant testified that on numerous occasions the Tenant found drywall debris, paint chips, dirt, and standing water in the washing machine, and debris including paper and lint inside the dryer. The Tenant also found garbage and lint scattered on the floor of the laundry room. In addition, the Tenant found pooled water in the washing machine when a washing load was terminated early by other tenants.
9. On June 5, 2024, the Tenant sent email communication to the Landlord, which was submitted into evidence, regarding the cleanliness of the common areas (hallways, stairs, and laundry room) and that someone needs to be hired to clean on a regular basis. The Tenant submitted one colored photo into evidence which shows the laundry room floor with debris in front of the washing machine.
10. On June 19, 2024, the Tenant sent the Landlord an email with a picture showing the condition of the laundry room with debris on the floor in front of the machine. This email and picture was submitted into evidence.
11. On June 28, 2024, the Tenant sent email communication to the Landlord which was submitted into evidence outlining the condition of the laundry room and the fact that the Tenant cleans it weekly. The Tenant also explained that the washing machine needs regular cleaning, and she does not want to be responsible for it. One colored photo of the laundry room was submitted into evidence showing a full garbage can beside the washing machine.
12. On July 3, 2024, the Tenant reported concerns to the Landlord again regarding the state of the laundry room and included two colored photos showing the state of the laundry room.

The Tenant submitted copies of the email communication and colored photos which was sent to the Landlord into evidence.

13. On August 20, 2024, the Landlord's legal representative advised the Tenant that the issue would be addressed with the other tenants. This was the only response from the Landlord.
14. The Tenant testified that the problem continued.
15. On September 3, 2024, the Tenant again found debris on the laundry room floor and inside the dryer.
16. On September 30, 2024, the landlord's representative advised the Tenant that the other tenants had denied responsibility and that the Tenant's evidence was insufficient. The Tenant was advised that a general reminder letter would be sent to tenants. The Tenant submits that no letter was ever sent from the Landlord or the Landlord's legal representative and that the condition remained the same in the laundry room. As of the date of the hearing the Landlord had not retained anyone to clean the common area.
17. The Tenant testified that the condition of the laundry room did not improve and that the Tenant and the Tenant's spouse began cleaning the area weekly in order to maintain a usable space.
18. The Landlord did not attend the hearing and did not dispute the Tenant's evidence. I found the Tenant's testimony and photographs to be credible and persuasive, and therefore accept the Tenant's claims that the shared laundry room is consistently very dirty and that the Landlord was made aware of this problem on a number of occasions but has not done anything to address the problem. I therefore find that the Landlord breached his obligation to in s. 20(1) of the Act to ensure the laundry room is in a good state of repair.

Remedies

19. The Tenant is seeking a rent abatement of \$1,440.00. A rent abatement is intended to compensate a tenant for the loss of the use or enjoyment of a portion of the premises resulting from a landlord's breach of the Act.
20. In this case, the Tenant experienced an ongoing reduction in the benefit of the tenancy because the tenant could not rely on the landlord to maintain the shared laundry facilities in a clean and usable condition.
21. As a result, the Tenant and the Tenant's spouse undertook regular cleaning of the laundry room and surrounding common areas in order to maintain the space.
22. The Tenant estimated that cleaning the laundry room and common areas required approximately one hour per week. The Tenant estimated the value of this work at \$30.00 per hour.
23. This results in an estimated monthly cost of approximately \$120.00.
24. The Tenant seeks compensation totalling \$1,440.00 for approximately one year of performing this cleaning.

25. I find the Tenant's estimate of the time required to clean the laundry room to be reasonable given the condition described in the evidence. I also find that the hourly rate used by the tenant represents a reasonable approximation of the value of the labour required.
26. In these circumstances, I find that an abatement in the amount of \$1,440.00 is appropriate to compensate the tenant for the loss of the benefit of the tenancy resulting from the Landlord's failure to maintain the common areas during the period September 2024 to the hearing date.].
27. The Tenant also requested an order requiring the landlord to ensure that the common areas and laundry facilities are properly maintained. I find that such an order is appropriate in order to ensure future compliance with the Act.

It is ordered that:

1. The Landlord shall pay the Tenant is \$1,488.00. This amount represents:
 - \$1,440.00 for a rent abatement
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 28, 2026, the Landlord will owe interest. This will be simple interest calculated from March 29, 2026, at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by March 28, 2026, the Tenant may recover this amount by deducting the amount of \$1,488.00 from the rent owing for the month of April 2026.
5. The Landlord shall ensure that the common areas of the residential complex, including the laundry room, are regularly cleaned in order to maintain a clean and sanitary condition, including:
 - a) removal of garbage and debris;
 - b) vacuuming or sweeping as required; and
 - c) reasonable maintenance of the laundry facilities, including running cleaning cycles on the washing machine and removing lint and debris from accessible dryer vents.
6. If the Landlord does not comply with paragraph 5 of this order on or before March 30, 2026, then the Tenant will be entitled to a further abatement of the rent, in the amount of \$120.00 per month, for the period commencing April 1, 2026 and continuing for each month until such time as the Landlord addresses the items outlined in paragraph 5.

March 17, 2026
Date Issued

Teresa Hunt
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.