



Order under Section 30 Residential Tenancies Act, 2006

Citation: Wolgelerenter v The SIX Properties Partnership GP Inc., 2026 ONLTB 23043

Date: 2026-03-16

File Number: LTB-T-105400-25

In the matter of: 1, 146 Brunswick Avenue
Toronto ON M5S2M2

Between: Nathan Wolgelerenter Tenant
Sarah Figueiredo

And

The SIX Properties Partnership GP Inc. Landlord

Nathan Wolgelerenter and Sarah Figueiredo (collectively, the 'Tenant') applied for an order determining that The SIX Properties Partnership GP Inc. (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 also applied for an order determining that the Landlord substantially interfered with their reasonable enjoyment and withheld a vital service.

This application was heard by videoconference on January 16, 2026.

The Landlord's agent, Kian Shahla, and the Tenant attended the hearing.

Determinations:

1. On consent of the parties the application is amended to add Sarah Figueiredo as a Tenant. She testified on behalf of both tenants and I will refer to her testimony as the Tenant's at times. I will refer to the testimony of the Landlord's agent as the Landlord's.
2. As explained below, the Tenant proved on a balance of probabilities some of the allegations contained in the application. The Landlord shall therefore pay the Tenant \$948.00.
3. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to maintain the rental unit and specifically the heating system.
4. The Tenant testified that they did not have satisfactory heating at the rental unit starting around November 15th, 2025. The heat was finally restored on or about December 18, 2025.

5. On November 15 the Tenant messaged the Landlord that it was too cold inside their unit. The Tenant recorded at least 14 days with no heat and 2 days with partial heat. She did not provide exact dates. The house was as cold as 9 degrees at times. The Tenant had by-law attend at the rental unit. By-law confirmed that the house was colder than 20 degree Celsius. The Tenant typed up a summary that can be found in document 7115212 in the Tribunals Ontario Portal. This summary is not a contemporaneous record of the events.
6. Document 6984842 shows the messages the Tenant exchanged with the Landlord's agent between November 15, 2025 and December 14, 2025. The first message was sent on November 15th. It reads: "The heat is now off in the unit. Kian, there are some serious issues here that need to be dealt with immediately".
7. November 15th was a Friday. The Landlord replies 4 days later on November 19th: "Hi Sarah, sorry for the late reply... We have a tech in the basement right now working on the heat issue hopefully we can fix it on site. Please always call the emergency number for no heat etc happening after hours;..."
8. There is a follow-up message on or about December 8th stating that the heat is off again and it is freezing in the house. The Landlord replies that they purchased a new heating unit and are waiting for it to arrive and be installed. The Landlord asks the Tenant to use space heaters in the meantime.
9. The Tenant then asks the Landlord about the location of space heaters and says that they never received any. The Landlord is surprised stating that heaters were provided on or about November 28th. It would appear that a tenant from another unit took the Tenant's space heater(s) thinking that they were intended for him.
10. A few hours later the Tenant writes that space heaters aren't doing much. The Landlord replies that they can't do anything else until the new unit arrives. The Tenant then asks the Landlord to cover the cost of staying in a hotel. The Landlord's agent replies that she can't approve such decision and that the request would need to be made through accounting@thesixproperties.ca.
11. The following day the Landlord's agent advised the Tenant that the heating unit would be replaced on that day. She then sends a message the next day to advise the Tenant that the unit is up and running.
12. 2 days later, on Friday December 12th, the Tenant messaged the Landlord that the heat was no longer working and that the house was at 62 degree Fahrenheit. The Landlord called a technician the same day who then attended on the same day. The Tenant sent several follow-up messages complaining about continued lack of heat. As of December 14th, when the Tenant created a record of her messages, there was no reply from the Landlord's agent. I note that December 13, 2025 was a Saturday and December 14, 2025 was a Sunday.
13. The heat issue was finally resolved by December 17th, 2025, but the Tenant testified that she had to stay home from work to make sure the heat does not turn off when their cat is along at home. The Tenant argues that the Landlord took too long to resolve the issue leaving the Tenant with intermittent heat for almost a month, including an entire weekend

with no heat in December. The Tenant was unable to host friends and had to ask for exceptions to work from home.

14. The Tenant was cross-examined. She confirmed that there were 14 days when she recorded heat issues and confirmed that she did not reach out every time. She explained that she believed the Landlord was working on resolving the issue. The Tenant was somewhat evasive when asked about the Landlord answering her calls. She admitted that there was a resolution around November 18th, 2025 and that the heat was temporarily on after the repairs on December 9th. She conceded that she did not contact emergency line in the morning of December 12th. She relies on document 7115186 where she was instructed on December 8th to contact the Landlord's agent because the issue was being addressed. The Tenant was argumentative and not responsive when asked about her ability to assess heating issues and quality of repairs and in reply to other questions. She claimed that the Landlord's message told her that any request for a hotel stay would not be approved. I do not find this to be a reasonable interpretation of the Landlord's agent's message above.
15. The Landlord's evidence was that they at all times did their best to fix the issue. After the Tenant contacted them on November 15th, they reached out to professionals on or about November 17th. The issue was resolved. The same issue reoccurred a few days later. The technician then said that the heating unit was 15 years old and needed to be replaced because fixing it would only be a temporary solution. The unit was past its useful life.
16. The Landlord then reached out to 3 different companies to obtain quotes to purchase and install a new unit. A new unit was installed on December 8th but stopped working a day later. It could not be repaired right away because parts needed to be ordered from China. The Landlord sent technicians to the residential complex more than half a dozen times during the month when the Tenant experienced issues.
17. The Landlord provided 5 space heaters to be dropped off and didn't realize the Tenant did not receive them. They dropped off 5 more space heaters as soon as they were notified that the initial heaters were not received.
18. The issue was finally resolved on December 17th, 2025. The control board was replaced resolving all issues with the new unit.
19. The Landlord argues that they did all they could, including paying additional fees for expedited shipping.
20. The Landlord's agent was cross-examined. She was evasive when asked about heat issues during the winter months of 2024/2025.
21. She admitted that the technicians confirmed that there were indeed issues with heat every time they attended at the rental unit. She was asked about the weekend of December 13th and why the Landlord chose not to pay for the Tenant to go to a hotel. The Landlord's agent reiterated that she did not have authority to approve such expense and that the Tenant needed to contact the Landlord's accounting email to have such request considered.

Analysis and findings

22. This application is brought under s. 20(1) of the Act: 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.
23. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#) ('Onyskiw') 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.
24. I find that the Tenant established that it is more likely than not that the Landlord breached their obligation under the Act. It would appear that the Landlord had some notice that the heating unit had issues as early as in early 2025. They then had clear written notice on November 15th. Their technician then advised them that the unit was past its useful life a few days later. The Landlord still took several weeks to find a new heating unit. This was a business decision that involved an inherent risk that the unit would fail before it is replaced. In my view, it was unreasonable for the Landlord to take that long to make the appropriate arrangements between November 17th and December 8th, including apparently doing nothing between November 17th and November 28th when space heaters were provided to residents. I do not find that the Landlord was at fault for the subsequent failure on December 12th. I accept that this was unforeseen and unforeseeable. I find that the Landlord subsequently acted reasonably by having the issue resolved in a final manner by the 17th of the same month.
25. The Tenant's corresponding T2 alleges that the Landlord withheld vital service when there was no heat and substantially interfered with the Tenant's reasonable enjoyment. This claim is dismissed. I do not find that it is more likely than not that the Landlord *withheld* vital services – the interruption was caused by a maintenance issue. I similarly do not find that the Landlord interfered with the Tenant's reasonable enjoyment. It can be said that the Tenant's enjoyment suffered as a result of the maintenance issue, but I do not find and substantial interference beyond the maintenance issue, which is properly and fully addressed through the Tenant's T6.
26. I find that the Tenant is entitled to a rent abatement of 25% of monthly rent. The Tenant asked for a 100% abatement for one month. This award would require a finding that the Tenant completely lost all of their enjoyment of the rental unit for the entire month. The award is lower for two main reasons. First, the Landlord was entitled to some amount of time to deal with an urgent maintenance issue, and no remedy should be awarded during this time based on the evidence adduced at the hearing. Second, the Tenant's evidence about the lack of heat was somewhat lacking. There are no temperature readings. There are no photos or videos of temperature readings. It is undisputed that there were issues on certain dates, but the record does not necessarily establish a persistent lack of heat for an entire month as alleged by the Tenant. There is no follow-up contact with the Landlord until December 8th. It is unclear whether there were any heat issues before that date and, if there were, it is unclear how severe these issues might have been, and what impact the space heaters had on the unit.

27. I find that this remedy is sufficient to compensate the Tenant for the Landlord's breach of the Act as interpreted in *Onyskiw*.
28. The Tenant incurred the cost of \$48.00 in filing this application and I find that the Tenant is entitled to reimbursement of this cost as a partially successful party in this case.

It is ordered that:

1. The Landlord shall pay the Tenant is \$948.00. This amount represents:
 - \$900.00 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 27, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 27, 2026, the Landlord will owe interest. This will be simple interest calculated from March 28, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by March 27, 2026, the Tenant may recover this amount by deducting the amount from the rent owing for the month of April 2026.
5. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 16, 2026
Date Issued

Vladimir Nikitin
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.