



Order under Section 30 Residential Tenancies Act, 2006

Citation: Kebokee v Ontario Aboriginal Housing Services, 2026 ONLTB 24574

Date: 2026-03-27

File Number: LTB-T-094979-24

In the matter of: PO Box 761, BOX 69 Wabun Road
Moosonee ON P0L1Y0

Between: Janie Kebokee Tenant

and

Ontario Aboriginal Housing Services Landlord

Janie Kebokee (the 'Tenant') applied for an order determining that Ontario Aboriginal Housing Services (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 18, 2026.

Only the Tenant's Legal Representative, Kathryn Hookimawillene, and the Tenant attended the hearing.

As of 11:53am, 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.

Determinations:

1. For the reasons that follow, I am satisfied, on the balance of probabilities, that the Landlord failed to meet the Landlord's obligations under section 20(1) of the Act to repair or maintain the rental unit. Therefore, the Landlord must pay the Tenant \$298.52 on or before April 7, 2026.

Air Exchange

2. The Tenant testified that in May 2024, there was an issue with the toilet in the rental unit that caused sewage water to leak onto the air exchanger. She reported the issue to the Landlord some time that month and the Landlord removed the air exchanger but since the air exchanger has been removed, she has gotten a build up of mould on all the windows. The Tenant submitted photographs of the mould. She testified that she reported this to the Landlord right after they removed the air exchanger.

3. The Tenant testified that the Landlord has replaced the air exchanger, but the new system does not work correctly. She said she often has to reset it because a light will blink and not function, so she has to unplug it for 5 minutes and then plug it back in. She testified that the Landlord has sent someone out but they just tell her to clear it from outside. She testified that she would have to deal with the error light every other day, which is not practical. She did not have these issues with the old system.

4. Pursuant to section 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.

5. Based on the evidence before me, I find, on a balance of probabilities, that the Landlord failed to maintain the rental unit in a good state of repair and fit for habitation in accordance with section 20(1) of the Act in relation to the air exchanger.

6. In the case *Onyskiw v. CJM Property Management*, 2016 ONCA 477 ('*Onyskiw*'), the Court of Appeal for Ontario determined that a contextual approach should be adopted when considering a landlord's potential breach of section 20(1) of the Act and a breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances.

7. Overall, I do not find the Landlord's response to the issue reasonable in the circumstances. Rather than address the issue of why the new air exchanger consistently stops running and has to be reset, the Landlord puts the onus on the Tenant to maintain the unit and reset it. This is not an adequate response to the issue. Therefore, I find that the Landlords were in breach of their maintenance obligations as they had been informed and were aware of the issue, and their response to the issue was not reasonable.

No heat

8. The Tenant testified that because the air exchanger was connected to the duct system, any time she turns on the furnace, a sewage smell fills the rental unit. She testified that because of this, she was not able to use the heat in the unit until the Landlord fixed the issue in November 2024.

9. As stated in paragraph 19, the Court of Appeal for Ontario determined that a contextual approach should be adopted when considering a landlord's potential breach of section 20(1) of the Act and a breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances.

10. Applying *Onyskiw*, I do not find that the Landlord's response to the issue was reasonable in the circumstances. The Landlord was aware of the issue since May 2024 but did not replace the duct work until November 2024. I do not find that a delay of 6 months is reasonable, particularly when it left the Tenant without heat for months where the Landlord is obligated to provide heat. Therefore, I find that the Landlords were in breach of their

maintenance obligations as they had been informed and were aware of the issue, and their response to the issue was not timely nor reasonable.

Kitchen Cupboards

11. The Tenant testified that the kitchen cupboards are all falling off and she has to re-drill the holes to put the doors back on. She testified that she does this for the cabinet doors, but she isn't able to re-level the drawers. The Tenant submitted photographs of the cupboards showing the state of disrepair. The Tenant testified that she has notified the Landlord of the issue back in 2020 or 2021, but the Landlord has not ever sent anyone to repair the cupboards.
12. Based on the Tenant's uncontested evidence, I find that the Landlord was in breach of their maintenance obligations with respect to the kitchen cupboards. They have been aware of the issue since at least 2021 but have taken no steps to repair the damaged cupboards, which is unreasonable in the circumstances.

Floor Transition

13. The Tenant testified that the transition on the floor has screws coming up and their socks often get caught on it. She hammers them down, but they come up again. She testified that she informed the Landlord of the issue, but they have not repaired it.
14. I find that the Tenant has led insufficient evidence to demonstrate that the Landlord is in breach of their maintenance obligations with respect to the floor transition.
15. The presence of a maintenance issue in the rental unit does not automatically indicate a breach of the Landlord's maintenance obligations. In this case, I am not satisfied that the Tenant informed the Landlord of the issue. While the Tenant testified that she informed the Landlord, she could not recall any approximate time that she informed the Landlord nor did she provide any evidence as to who it was reported to or how it was reported, such as via phone, in-person, maintenance portal, etc. As such, I find that the evidence is insufficient to establish that the Landlord was informed of the issue and given an opportunity to respond and repair the floor transition.
16. For these reasons, this portion of the Tenant's application is dismissed.

Ceiling Fan

17. The Tenant testified that the ceiling fan in the rental unit is droopy. The Tenant submitted a photograph of the ceiling fan.
18. I find that the Tenant has led insufficient evidence to demonstrate that the Landlord is in breach of their maintenance obligations with respect to the ceiling fan. There was no evidence that the ceiling fan is not operational or not functioning correctly and there is a lack of clarity from the photograph as to what the specific issue is with the ceiling fan as claimed by the Tenant.

19. For these reasons, this portion of the Tenant's application is dismissed.

Other Issues

20. In the application, the Tenant also claimed the Landlord is in breach of their maintenance obligations with respect to painting, the doorbell, a kitchen outlet, bathroom fan, showerhead and the HRV system. The Tenant led no evidence with respect to these claims. As such, I find that the Tenant has presented insufficient evidence to prove that the Landlord is in breach of their maintenance obligations with respect to these remaining issues and these portions of the Tenant's application are dismissed.

Remedies

Rent Abatement

21. The Tenant requested a rent abatement of 50% for the issue with the air exchanger and the heat.

22. I find that a 50% rent abatement is excessive for these two issues. I find that the mould on the windows partially affected the Tenant's normal use and enjoyment of the rental unit. For these reasons, I find that a rent abatement of 15% for the air exchanger issue causing mould is reasonable. However, the evidence provided by the Tenant is insufficient to establish when the air exchanger was removed, when the new one was replaced and whether the mould is ongoing or if the issue was rectified. Therefore, I am unable to determine an appropriate remedy period for a rent abatement. As a result, I believe it is reasonable to award the Tenant a nominal amount by way of a lump sum of \$50.00 for the issue with the air exchanger.

23. With respect to the issue with the heat, based on my knowledge of similar cases, I find that that a rent abatement of 25% is reasonable in the circumstances. The Tenant was unable to use the heating system from May 2024 to November 2024, although the Tenant was unable to provide any specific dates as to when the issue started and when the issue was repaired. Considering this and that pursuant to 2(1) of the Act, heat is considered a vital service only from September 1 to June 15, I find it reasonable in the circumstances to award the Tenant a rent abatement for the period of June 1 to 15, 2024 and September 1 to October 31, 2024.

24. The monthly rent during the relevant time period was \$398.00 per month. Therefore, I am satisfied that the Tenant is entitled to a rent abatement of \$248.52 for the period of June 1 to 15, 2024 and September 1 to October 31, 2024 for the heat issue.

Order to repair

25. The Tenant requested an order requiring the Landlord to complete the repairs for the kitchen cupboards. I find the request to be reasonable in the circumstances. Therefore, the Landlord will be ordered to complete this repair within 30 days.

26. The Tenant obtained a fee waiver for the costs of filing this application; therefore, there will be no order for costs.

It is ordered that:

1. On or before April 27, 2026, the Landlord shall repair or replace the kitchen cabinet doors and drawers.
2. The Landlord shall pay the Tenant a rent abatement of \$298.52.
3. If the Landlord does not pay the Tenant the full amount owing by April 7, 2026, the Landlord will owe interest. This will be simple interest calculated from April 8, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by April 7, 2026, the Tenant may recover this amount by deducting the amount from the rent owing for the month of May 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 27, 2026
Date Issued

Candace Aboussafy
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.