



Order under Section 30 Residential Tenancies Act, 2006

Citation: Gutta v Yan, 2026 ONLTB 23422

Date: 2026-03-26

File Number: LTB-T-003208-25

In the matter of: 2003, 103 THE QUEENSWAY
TORONTO ON M6S5B3

Between: Franco Gutta Tenant

And

Dan Yan Landlord

Franco Gutta (the 'Tenant') applied for an order determining that Dan Yan (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 February 5, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue:

1. The Tenant filed a prior T6 application in LTB-T-035664-23, and an order was issued on November 5, 2024.
2. The order in LTB-T-035664-23 required the Landlord to complete the following repairs by December 31, 2024:
 - Stove/Burner replacement;
 - Refrigerator repair
 - Hardwood flooring repair
 - "Patio door" blinds;
 - Light fixture;
 - Toilet paper holder.
3. The Landlord was also ordered to pay to the Tenant \$2,300.00 for a rent abatement for the period ending May 30, 2024.

4. This application in LTB-T-003208-25 alleges that the same maintenance issues in LTB-T-035664-23 were not repaired and the Tenant seeks remedies based on the repairs ordered but not completed from LTB-T-035664-23.
5. The order in LTB-T-035664-23 requires the repairs to be completed by December 31, 2024, and orders lump sum abatements for each issue up to May 30, 2024.
6. The order in LTB-T-035664-23 also provides the following in paragraph 2:

“If the Landlords do not complete the repairs by December 31, 2024, the Tenants may file another application with the Board for any ongoing breaches of the Act.”

7. Accordingly, I find that the order in LTB-T-035664-23 gives the Landlord the opportunity to complete repairs by December 31, 2024, and the Tenant may apply back to the Board with a fresh application to address any ongoing breaches after that date.
8. Despite the abatement in LTB-T-035664-23 only being ordered up to May 30, 2024, the order requires that the repairs be completed by December 31, 2024, and therefore, any outstanding repair issues in this application are considered from January 1, 2025. The Tenant vacated the rental unit on February 28, 2025, and the relevant time period for consideration of the Tenant's issues is between January 1, 2025, and February 28, 2025.

T6 Application

9. The Tenant alleges the following issues in this application:

- HVAC System
- Stove
- Refrigerator
- Wood flooring
- Closet doors
- Vertical Blinds (balcony door)
- Cabinet doors
- Toilet paper holder
- Bedroom light fixture
- Pocket Door

HVAC

10. The Tenant raised issues with the HVAC system in LTB-T-035664-23, and the allegations were dismissed. The Tenant did not submit proof that they complained to the Landlord about ongoing maintenance issues relating to the HVAC system since the prior order and I am not satisfied that the Landlord had notice of any HVAC issues after the order was issued in LTB-T-035664-23.

Stove/Burner Replacement

11. The Tenant's evidence is that the Landlord was aware of issues with the stove as a result of the previous order in LTB-T-035664-23. The Tenant testified that the stove was not fixed submitting a photograph and video (the "video") showing the stove handle still loose.
12. The video submitted was taken at the time the Tenant was vacating the rental unit at the end of February 2025 and shows the entirety of the rental unit with a focus on the issues raised in the Tenant's application.
13. The Landlord testified that a stove was ordered on January 11 or 12, 2025 and the stove was not the correct size. The Landlord did not testify about any actions taken to replace the stove after discovering the stove was the incorrect size.
14. The video submitted by the Tenant shows that the stove was not replaced by the date the Tenant vacated the rental unit. The Landlord was aware of the issue with the stove from the previous order and testified that they had attempted some repairs on December 7, 2025.
15. Despite the Landlord testifying that the Tenant interfered with the Landlord's repair attempts on December 7, the Landlord offered no explanation for why measurements weren't taken for the stove on that date to facilitate a prompt replacement.
16. The stove in the rental unit was not repaired by December 31, 2024, however, when considering *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Landlord did order a new stove on approximately January 12, 2025.
17. The Landlord did not take steps to replace the stove until January 12, 2025, despite being ordered to repair the issue by December 31, 2024. Therefore, the Landlord is in breach of their maintenance obligations pursuant to section 20 of the Act.

Refrigerator Repair

18. The Tenant testified that the refrigerator was not repaired or replaced, and the Tenant's video shows a puddle in the back of the fridge at the time of the Tenant vacating.
19. The Landlord's evidence is that a new fridge was ordered around January 11 or January 12, and the Landlord submits that the fridge was not to the Tenant's liking.
20. Despite the Landlord taking steps on January 11 or 12 to order a new fridge, the Tenant's contentedness with the refrigerator does not absolve the Landlord of their maintenance obligation. The Landlord was ordered to repair or replace the refrigerator and did not comply with the prior order.

Harwood Flooring Repair

21. The Tenant's video also shows two areas of floor transition that appear to be poorly repaired. One section of the floor has a raised transition piece that is thick and could potentially pose a tripping hazard. The other floor transition shows a large gap filled with what appears to be wood filler.

22. A photograph submitted by the Tenant also shows floor disrepair in front of the balcony doors.
23. The Landlord testified that these issues were fixed on February 1, 2025, and submitted photographs of the repairs. The floor in front of the balcony doors was repaired adequately however, the two other repairs appear substandard.

Vertical Blinds

24. The Tenant's video shows that there are vertical blinds in front of the balcony doors with missing or broken panels that were not repaired pursuant to the prior order.
25. The Landlord testified that the blinds were order and ready to be repaired however, the Tenant failed to prepare for the repair by moving their sofa. The Landlord's evidence is that they did not have enough room to complete the repair and due to the Tenant's lack of preparation they interfered with the Landlord's ability to replace the blinds.
26. The Landlord was challenged on cross examination about the amount of room required to complete the repair to which the Landlord ascribed blame to the Tenant for not moving the sofa or replying to the e-mail request.
27. I am not satisfied that the Landlord could not complete the repairs to the blinds on February 1, 2025, and even the attempt to complete the repair is long after December 31, 2024, as required by the previous order.

Light Fixture

28. The Tenant testified that their video shows that the Landlord did not repair or replace the light fixture in the Tenant's bedroom. The video shows some exposed wires hanging from the ceiling with no light fixture attached.
29. The Landlord testified that their contractor attempted to fix the light fixture on February 1, 2025, and ascribed the failure to complete the repair to the Tenant for not moving their bed to facilitate the repair.
30. The photographs submitted at the hearing shows the Tenant's bed takes up the majority of the bedroom and the Landlord gave evidence that they capped the electrical wires to ensure safety. The Landlord explained that they were unable to complete the repair and install the light fixture because standing on the bed was the only way to complete the repair unless the Tenant moved the bed.
31. Based on the photograph submitted at the hearing, I am not satisfied that the Tenant's bed entirely precluded the Landlord from performing the repair. The photograph of the Tenant's bedroom shows that the light fixture appears offset in the room and there is a nightstand on the opposite side of the bed demonstrating a wide enough area for a ladder.

Toilet Paper Holder

32. The Tenant submitted a photograph showing an area in the bathroom where a toilet paper holder was affixed, and this was required to be repaired by December 31, 2024, pursuant to the previous order. The Tenant testified that this was not repaired by the Landlord.

33. The Landlord testified that their contractor attended at the rental unit on February 1 and during this visit the issue was repaired. The Landlord submitted a photograph corroborating their testimony that the repair was completed.
34. While I accept the Landlord's evidence that this issue was repaired on February 1, 2025, the previous order required repair by December 31, 2024, and the Landlord was in breach of their maintenance obligations during this period.

Cabinet Doors

35. The Tenant testified that some of the cabinet doors are peeling from moisture and water damage and referred to portions of the video, and four photographs. The photographs show that there is some wear around the edges of the cabinets and around the handles that would be reasonably expected during a lengthy tenancy. I do not find that these issues constitute a state of disrepair that results in a finding that the Landlord is in breach of their maintenance obligations.
36. The other photographs submitted are unclear and insufficient to prove, on a balance of probabilities that there is water damage to the cabinets.

Closet Doors/Pocket Door

37. The Tenant submitted a photograph of the closet doors showing the doors offset, and two other photographs that show the track missing a screw.
38. The Tenant also submitted a photograph of a pocket door in the bathroom showing damage around the walls on either side of the opening for the door.
39. The Landlord did not testify in relation to the closet doors, and this was identified as an issue in the previous application. The Landlord denied the Tenant reporting the pocket door damage and the Landlord only became aware of the damage when the Tenant filed their application.
40. The Landlord submitted a photograph showing the walls around the pocket door being repaired and testified that their contractor completed that repair on February 1. I accept the Landlord's testimony that they only became aware of the issue with the pocket door when he received the Tenant's application which was on January 16, 2025.
41. I also accept the Landlord's testimony that this issue was repaired by their contractor on February 1, 2025. Even if this issue was not repaired until February 20-25 as alleged by the Tenant, I do not find that the period from January 16, 2025, to the date of repair is unreasonable for a non-urgent repair to be completed.
42. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application:
- the fridge and stove were not repaired or replaced;
 - the flooring was not repaired until February 1 and the repairs were not of good workmanship;
 - the vertical blinds were not repaired;

- the light fixture was not repaired,
- the toilet paper holder was not repaired until February 1.

43. Accordingly, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit, and these are the same issues that remain outstanding from the previous order in LTB-T-035664-23.
44. 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.
45. In this case the Landlord testified that they attempted to make some repairs on December 7, 2024, however, their efforts were hindered by the Tenant making accusations of theft and preventing the Landlord from accessing necessary utilities to complete repairs such as the electrical box.
46. After this incident, the Landlord sent an e-mail to the Tenant on December 10, 2024, that required the Tenant to agree to certain conditions such as preparing the work area, and not to record the Landlord's or their agents. The Landlord's e-mail advises the Tenant that once they agree to the conditions the Landlord will schedule the next visit. In these circumstances I cannot find that it was the Tenant who caused the delay in repairs being completed.
47. Despite the Landlord's testimony that it was the Tenant who frustrated the Landlord's repair efforts, the Landlord was able to complete some repairs on February 1, 2025. I am not satisfied that the repairs performed on February 1 could not have been completed sooner and in accordance with the previous order.
48. I accept the Landlord's evidence that there was one week in January that the Tenant requested repairs be delayed due to family issues however, the order in LTB-T-035664-23 required these repairs be complete by December 31, 2024. By the time the Tenant had requested the Landlord reschedule the maintenance appointment the Landlord should have already completed the repairs.
49. Further, *Onyskiw v. CJM Property Management Ltd.* requires consideration be given to whether the Landlord responded reasonably to the issues. The previous order set a deadline for repair of December 31, 2024, which provided the Landlord approximately 60 days to complete the repairs.
50. The Landlord was aware of the issues through the previous order and when the issues were not repaired by the deadline, I find that the Landlord was in immediate breach of their obligations on January 1, 2025.

Remedies

51. The Tenant's application requested a rent abatement in the amount of \$5,200.00 which the Tenant clarified they would only be seeking a 50% abatement for the months of January and February 2025.

52. The relevant time period for consideration of a rent abatement is between January 1, 2025, and February 28, 2025. The Tenant's rent was \$1,901.00.
53. The Landlord repaired some of the issues by February 1, 2025. The Tenant did not provide testimony as to how the issues affected him or his use of the rental unit. The Tenant expressed frustration that the issues took so long to repair despite the previous order requiring compliance by the Landlord however, many of the issues were inconvenient but not serious issues of disrepair.
54. The Tenant did not testify that any of the disrepair issues prevented him from living normally in the rental unit and none of the issues posed a serious risk to health or safety.
55. Based on the nature of the issues alleged and the failure to repair the issues pursuant to the previous order, a lump sum abatement for the months of January and February 2025
56. In these circumstances, I find that a lump sum abatement of \$300 (equivalent to approximately 15%) for the month of January 2025 is appropriate.
57. Since some repairs were completed on or around February 1, 2025, I find that an abatement of \$100.00 (approximately 10%) for the month of February 2025 is appropriate.
58. The Tenant also requested that the Landlord be prevented from increasing the rent until repairs are complete however, a prior order submitted shows that the Landlord moved into the rental unit and I decline to order this remedy.

It is ordered that:

1. The Landlord shall pay the Tenant is \$453.00. This amount represents:
 - \$400.00 for a rent abatement for the period between January 1, 2025, and February 28, 2025.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 6, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 6, 2026, the Landlord will owe interest. This will be simple interest calculated from April 7, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 26, 2026
Date Issued

Kyle McGraw
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.