



Order under Section 31 Residential Tenancies Act, 2006

Citation: Liu v Cui, 2026 ONLTB 24913

Date: 2026-03-25

File Number: LTB-T-003356-26

In the matter of: 3802, 33 BAY ST
TORONTO ON M5J2Z3

Between: Jiayi Liu Tenant

And

Yaqing Cui Landlord

Jiayi Liu (the 'Tenant') applied for an order determining that Yaqing Cui (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

Jiayi Liu (the 'Tenant') also applied for an order determining that Yaqing Cui (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 16, 2026.

Only the Tenant attended the hearing.

As of 1:29 pm, 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. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,000.00
2. The Tenant testified on December 17, 2025, there was a leak from the dishwasher in her unit and she immediately told the Landlord and the property management.
3. The Tenant testified that the property management attended the unit and turned off the water to the dishwasher to stop the leak and sent a restoration company to the unit to access the damage and repair costs. The Tenant further testified to, and submitted

documentation, from the property management that the leak was a result of the age of the dishwasher.

4. The Tenant testified that the Landlord refused the services of the restoration company and attended the unit himself on December 19, 2025, and removed all of the damaged flooring and baseboards.
5. The Tenant testified that the Landlord has not returned to the unit to complete the work and since December 19, 2025, leaving sections of the flooring removed, which leave bare concrete floors and tripping hazards and the baseboards are missing. As a result of the missing flooring and the bare concrete, heavy dust is coming off the floor and settling throughout the unit.
6. The Tenant testified that she called bylaw to make a report, and the Landlord was given a deadline of March 6, 2026 to complete the repairs and the Landlord has still failed to do so.
7. The Tenant submitted the restoration report, email communications, the bylaw report and photos into evidence.
8. Based on the uncontested evidence, I find that the dishwasher leaked causing damage to the flooring, the Landlord attended and removed the damaged flooring and has not returned to the unit to complete the repairs or replace the dishwasher. Therefore, the Landlord has not fulfilled his obligations under section 20(1) of the Act.
9. The second issue is whether there was a substantial interference of the Tenant's reasonable enjoyment of the rental unit. I find that there has been substantial interference. As a result of the Landlord breaching his obligations under section 20(10) of the Act, the unit has become covered in a heavy dust, the unfinished flooring causes tripping hazards and the unit is in a constant state of appearing unfinished.

Remedies

10. Having found that the Landlord breached his obligations under section 20(1) of the Act and has substantially interfered with the Tenant's reasonable enjoyment of the rental unit, I must consider what remedies to provide to the Tenant.
11. The Tenant requested a rent abatement in the amount of 30% of the monthly rent for the combination of both the maintenance and interference starting December 19, 2025, and continuing on until the Landlord returns and complete the repairs and replaces the dishwasher.
12. I find a rent abatement of 30% of the monthly rent (\$1,600.00) for the period of December 19, 2025, to March 16, 2026, the date of this hearing, to be appropriate. I find that the interference caused by the delay in completing the repairs to the rental unit is unreasonable.
13. The Tenant is further seeking an order for the Landlord to complete the repairs within a reasonable amount of time and replace the dishwasher.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,648.00. This amount represents:
 - \$1,600.00 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 April 5, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 5, 2026, the Landlord will owe interest. This will be simple interest calculated from April 6, 2026, at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by April 6, 2026, the Tenant may recover this amount by deducting \$400.00 from the rent each month from May, June and July 2026 and \$448.00 from the rent for the month of August 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. The Landlord shall repair/replace the flooring and baseboards throughout the unit by April 15, 2026.
7. If the Landlord does not complete the repairs by April 15, 2026, the Tenant is authorized to arrange for the repairs to be done and may recover the cost of the repairs by deducting the amount from the rent paid in the months after the repairs are done until there is no longer any money owing.
8. The Landlord shall replace the dishwasher by April 15, 2026.
9. If the Landlord does not replace the dishwasher by April 15, 2026, the Tenant is authorized to deduct \$50.00 per month as an ongoing rent abatement until the Landlord provides the Tenant with a working dishwasher.

March 25, 2026
Date Issued

Brenda Mercer
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.