



Order under Section 30 Residential Tenancies Act, 2006

Citation: Luxton v Ianni, 2026 ONLTB 24940

Date: 2026-03-26

File Number: LTB-T-006478-26

In the matter of: 2, 75 Celina St
Oshawa ON L1H4N1

Between: Mckenzie Luxton
Michelle Luxton Tenants

and

Ada Ianni Landlord

Mckenzie Luxton and Michelle Luxton (the 'Tenants') applied for an order determining that Ada Ianni (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 9, 2026.

The Tenants, the Landlord's Legal Representative, Wendy Burgess, and the Landlord attended the hearing. Antonio Ianni ('AI') testified on behalf of the Landlord.

Determinations:

1. As explained below, the Tenants proved on a balance of probabilities the following allegations contained in the application. Therefore, the Landlord must pay the Tenants \$1,578.00.
2. The tenancy commenced on February 1, 2025. The monthly rent is \$1,825.00.
3. The Tenant, Michelle Luxton ('ML'), testified that in February 2025, shortly after the Tenants moved in, they reported a leak in one of the bedrooms. She testified that on March 16, the Landlord sent their son to patch up the water damaged ceiling and he also put up Styrofoam to cover the skylight. He said he would have to return to complete the repair, but that was never done.
4. ML testified that in November 2025, she notified the Landlord again about leaks in the ceiling as there were now multiple areas of the ceiling leaking. There was now leaking in the second bedroom as well as the kitchen. She testified that the Landlord's son told them it was condensation and there was nothing they could do about it.

5. ML testified that since filing the application, the Styrofoam in the skylight is covered in moisture, and she assumes it could have mould behind it. She testified that paint is also peeling off the ceilings, and some moisture is leaking into the light fixture in the kitchen, which is a concern for the Tenants, so they have refrained from using that light fixture.
6. AI is the Landlord's son. He testified that in February 2025, his mother notified him on February 22, 2025 that the Tenants were complaining of a leak in the ceiling. He testified that he inspected the leaks from inside the unit but was unable to check the roof as it was covered in snow. He testified that he covered up the skylights because they showed evidence of condensation.
7. AI testified that he reached out to the Tenant, McKenzie Luxton ('MCL'), multiple times after the initial patch job to inquire if the ceiling was still leaking and she confirmed each time that there were no leaks. He also had a roofer attend and inspect the roof. The roofer confirmed that the roof was in excellent condition. After about a month of confirming the leak was not ongoing, he returned to patch the ceiling on April 26, 2025.
8. AI testified that the next time the Tenants reported leaking in the ceiling was on November 20, 2025. He testified that he was in the unit on multiple occasions between November 25, 2025 and January 11, 2026 and he did not notice any damage, any buckets placed around the unit nor did the Tenants mention any leaks.
9. He testified that on January 22, 2026, MCL complained about the leaks again. He testified that there had been no rain, but he sent out a roofer on March 6, 2026 to inspect the roof, once the weather got better, but that the issue is with condensation as roofs don't leak in the winter.
10. He testified that the issue has always been high humidity levels in the rental unit, causing condensation and it is the Tenants' lifestyle that is the cause of this. He testified that one time, when he visited the unit to address maintenance issues, the Tenants were cooking using an appliance causing a lot of steam. He requested that they open the windows when cooking or showering to allow for natural ventilation.
11. 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.

12. Based on the evidence before the Board, I find that there is a leak or moisture issue in the rental unit resulting in damage to the ceiling in several areas of the rental unit. While AI denies seeing any issues after November 2025, it is clear from the photographs submitted by the Tenants that there is an ongoing issue that has progressively worsened since November 2025. If AI did not observe the damage when in the rental unit for other reasons, it is more likely that he either was not in that particular area of the rental unit or was simply willfully blind to the issue.
13. 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.

14. I find that the Landlord's initial response to the issue was reasonable in the circumstances. When the Tenants first reported the leak, the Landlord investigated, patched the area and continually followed up to determine whether the issue was ongoing but received no complaints about continued leaking until November 2025.
15. However, I find that the Landlord's response after being notified in November 2025 that the issue was ongoing was woefully inadequate. Not only did the Landlord take no steps to investigate the cause of the condensation and moisture in the unit, the Landlord did not provide a dehumidifier to the Tenants until they requested one in this application. It is not the Tenants' responsibility to tell the Landlord what is needed to address an issue, the Landlord knew or ought to have known that a dehumidifier may be required if they were the ones asserting that the issue was the humidity levels in the rental unit.
16. While the Landlord takes the position that the Tenants are the cause of the moisture and condensation in the rental unit, I find the evidence insufficient in this regard. The Landlord blames the Tenant's lifestyle for the condensation but aside from using a kitchen appliance that produces steam on one occasion, the Landlord has led no evidence that the Tenants are engaging in some unusual or inappropriate lifestyle habits that is causing excessive condensation in the rental unit. I am not satisfied that using an appliance that causes steam or regularly showering would cause the level of excessive condensation and damage that is shown in the photos submitted by the Tenants. Additionally, AI's assertion that the Tenants are required to leave windows open at any time in, by AI's own testimony, record breaking cold temperatures is wholly unreasonable.
17. I accept that on one occasion after being first provided the dehumidifier, the Tenants did not run it all the time but both Tenants assert that since AI instructed them not to turn it off, they have not, and the Landlord led no evidence to dispute this claim. Based on AI's evidence of the humidity readings since running the dehumidifier, while improved, the humidity level is still too high in the rental unit. Therefore, based on the Landlord's own evidence, the dehumidifier was insufficient to resolve the issue.
18. In my view, based on the totality of the evidence, it is more likely that the condensation is a result of a disrepair issue with the roof, windows or other part of the rental unit that the Landlord has failed to adequately investigate and repair.
19. For the foregoing reasons, 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.
20. The Tenants requested a rent abatement of 25%. I find a 25% rent abatement reasonable in the circumstances. The leaks and damage to the ceiling are significant and impact both bedrooms as well as the kitchen, representing a significant portion of the rental unit. As the issue is ongoing, the Tenants are entitled to a rent abatement until the issue is resolved.
21. Therefore, I am satisfied that the Tenants are entitled to a rent abatement from November 25, 2025, when it was first reported to AI that the issue is ongoing, to March 9, 2026, the date of the hearing, which totals \$1,530.00.

22. If the Landlord does not take the necessary steps in a timely manner to investigate the leaking or excessive condensation issue in the unit, the Tenants will be authorized to deduct from their rent an ongoing abatement of 25%, from March 10, 2026, until the issue is adequately repaired.

23. The Tenants also requested an order prohibiting a rent increase. Section 30(1)7 states:

7. Prohibit the landlord from giving a notice of a rent increase for the rental unit until the landlord has,

i. completed the items in work orders for which the compliance period has expired and which were found by the Board to be related to a serious breach of a health, safety, housing or maintenance standard, and

ii. completed the specified repairs or replacements or other work ordered under paragraph 4 found by the Board to be related to a serious breach of the landlord's obligations under subsection 20 (1) or section 161.

24. The Tenants did not provide evidence of any expired work orders related to the issue. Therefore, the Board does not have jurisdiction to prohibit the Landlord from giving a notice of rent increase in these circumstances. Accordingly, the Tenant's request in this regard is denied.

25. The Tenants incurred the cost of \$48.00 for filing the application and are entitled to reimbursement of those costs.

It is ordered that:

1. The Landlord shall take immediate steps to investigate and repair the leak and/or condensation issue in the rental unit as well as the damage already caused by the past leak/condensation in the rental unit.
2. The Tenants are authorized to deduct from their rent an ongoing abatement of 25% from March 10, 2026 until the issue is repaired.
3. The Landlord shall pay the Tenants are \$1,578.00. This amount represents:
 - \$1,530.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
4. The Landlord shall pay the Tenants the full amount owing by April 6, 2026.
5. If the Landlord does not pay the Tenants 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.
6. If the Landlord does not pay the Tenants the full amount owing by April 6, 2026, the Tenants may recover this amount by deducting \$500.00 from the rent owing for the months of May, June and July 2026, and \$78.00 from the rent owing for the month of August 2026.

7. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 26, 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.