



Order under Section 30 Residential Tenancies Act, 2006

Citation: Pimlatt v Huang, 2026 ONLTB 26235

Date: 2026-03-30

File Number: LTB-T-085961-24-RV2

In the matter of: 1572, 209 FORT YORK BLVD
TORONTO ON M5V4A1

Between: Bryant Pimlatt Tenant

And

Peiyan Huang Landlord

Review Order

Bryant Pimlatt (the 'Tenant') applied for an order determining that Peiyan Huang (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 25, 2026.

The Landlord, the Landlord's legal representative, H. Zhang, the Tenant, and the Tenant's legal representative, J. Gangadin, attended the hearing.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities some of the allegations contained in the application. Therefore, the Landlord must pay to the Tenant \$1,199.95 on or before April 10, 2026.
2. By way of background, this application was first heard on June 18, 2025. The Landlord did not attend the hearing, and an uncontested order, LTB-T-085961-24, dated June 23, 2025 was issued partially granting the Tenant's application.
3. On July 18, 2025, the Landlord filed a request to review the order on the basis of not being reasonably able to participate. The Landlord's review was granted with order LTB-T-085961-24-RV, dated September 2, 2025 and the matter was directed to be heard de novo.
4. The Tenant claims a rent abatement of \$9,870.00, general compensation of \$5,000.00, and for the Board to order the Landlord to repair the stove and the window crank.

5. At the start of the hearing, the Tenant's representative requested to amend the application to reduce the rent abatement claim from \$9,870.00 to \$4,935.00. The Landlord was not opposed and there is no prejudice to the Landlord, as such, I consented to the request.

Stove damage

6. The Tenant testified that on May 25, 2024 the stove stopped working. The Tenant testified that, as he was preparing to cook, he turned on the stove and immediately observed the cord spark. The Tenant submitted a photograph of an electrical cord showing a sliced cord, with exposed wires and burn marks in some areas. The Tenant asserts that the wire belongs to the stove.
7. The Tenant testified that he immediately texted the photograph to the Landlord with a message stating, "this just happened". A copy of the text message was not submitted into evidence. The Tenant testified that the Landlord initially responded, "why are you sending me this photo?" and that he replied, "this just happened". In cross examination, the Tenant had difficulty explaining the details of the communication with the Landlord regarding the cord but ultimately stated that he advised Landlord that the stove was damaged. The Tenant testified that he did not follow up with the Landlord as to whether the stove would be repaired or replaced.
8. There is no dispute that the stove was replaced by the Landlord on July 24, 2025, approximately 14 months after the alleged initial complaint.
9. The Landlord testified that communication between the parties is usually conducted through text message. The Landlord submitted a series of text messages between January 13, 2020 to March 23, 2024, to demonstrate that she typically responds to maintenance concerns raised by the Tenant.
10. The Landlord does not dispute receiving a photograph of the damaged wire from the Tenant on May 25, 2024. However, she testified that she did not understand what the Tenant was asking her to do with the photograph. She testified she responded, "what is this?", and the Tenant replied, "let me know", to which she responded with "okay". The Landlord testified that she did not follow up with the Tenant or conduct an inspection, on the basis that the Tenant did not request repairs or provide further details. The alleged text communication was not submitted into evidence.
11. The Landlord testified that she first became aware that the stove was damage on July 2, 2025, when she followed up regarding July 2025 rent that had not been paid in full, and the Tenant advised her that he had received a Board order.
12. The Landlord testified that she immediately attempted to repair the stove, but that the Tenant refused entry. This is disputed by the Tenant. The Landlord did not submit any documentary evidence, such as text messages or email communications, to substantiate the alleged refusal of entry. In cross-examination, the Landlord could not recall the contractor she allegedly retained.
13. The Landlord takes the position that the stove was replaced on July 24, 2025, approximately 22 days after she became aware of the issue and therefore submits that she

responded within a reasonable timeframe. The Landlord requests that the application be dismissed.

Window crank damage

14. There is no dispute that the rental unit is a small 376-square-foot bachelor unit with one window. It is also undisputed that the window crank had previously been damaged and repaired by the Landlord.
15. The Tenant testified that on or around July 3, 2024, he advised the Landlord that the window crank was damaged, preventing him from opening the window. In cross examination, the Tenant provided conflicting testimony as to when the window was last damaged. He initially stated that he had advised the Landlord of damage on March 24, 2022, and that it had not been repaired since that time. However, when directed to the T6 application, the Tenant testified that the most recent damage occurred approximately one week after May 25, 2024. The alleged text communication regarding the window issue was not submitted into evidence.
16. The Landlord denies receiving any communication from the Tenant with respect to the window crank. The Landlord maintains that she first learned of this issue on July 2, 2025, at the same time as the stove issue.
17. The Landlord testified that she inquired about repairing the window on July 4, 2025, and submitted a copy of her email communication with Hi-Lon Glass. There is no dispute that the window was repaired on July 29, 2025.

Analysis

18. Section 20 of the *Residential Tenancies Act, 2006*, the ("Act"), provides that, 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.
19. 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.
20. In this case, there is no dispute that the Landlord received a photograph of a burnt wire on May 25, 2024. However, there is conflicting testimony between the parties as to what was communicated at that time. The Tenant provided inconsistent evidence as to what he told the Landlord and did not provide clear, direct evidence that he advised the Landlord that the stove was damaged. I find that the Tenant's communication was not clear or specific.
21. The Tenant takes the position that the Landlord ought to have understood that the stove was damaged. However, I do not find that assumption to be reasonable. A burnt wire could relate to a number of items, such as an extension or computer cord. The Tenant cannot reasonably expect the Landlord to assume the stove itself was damaged based on the

photograph alone. I am not satisfied that the Tenant clearly and directly communicated that the stove was not functioning.

22. Despite the above, I find that the Landlord had sufficient information to prompt further inquiry. The Landlord acknowledged receiving a photograph of the damaged wire and, when she asked the Tenant what it related to, the Tenant responded, "let me know". In these circumstances, I find that the Landlord had an obligation to investigate the issue further and failed to meet her obligations under subsection 20(1) of the Act with respect to the stove.
23. With respect to the window, I am not satisfied that the Landlord failed to meet her maintenance obligations with respect to the window crank. The Tenant's evidence with respect to when the Landlord was notified of the issue was inconsistent. The Tenant provided conflicting dates as to when the window was damaged and when the Landlord was allegedly advised. No documentary evidence, such as text messages, were submitted to corroborate that notice was provided to the Landlord.
24. The Landlord testified that she first became aware of the issue on July 2, 2025. I accept the Landlord's evidence on this point, as it is consistent with the documentary evidence showing that she took steps to arrange for repairs shortly thereafter. The evidence establishes that the Landlord made inquiries regarding repair within two days and that the window was repaired on July 29, 2025. In the circumstances, I find that the Landlord responded within a reasonable timeframe once she became aware of the issue.
25. As the Tenant has not established that the Landlord knew or ought reasonably to have known of the issue prior to July 2, 2025, and given the Landlord's prompt response thereafter, I find that there was no breach of section 20 of the Act. Accordingly, the window crank portion of the application is dismissed.

Remedies

Rent abatement

26. The Tenant claims a rent abatement of \$4,935.00 for the period May 25, 2024 to November 24, 2025 for the loss of the stove and issues related to the window in the unit. The Tenant alleges that he was unable to cook for a 12-month period and was required to purchase a hot plate and a toaster oven, which limited the type of meals he could prepare. I find this amount to be unreasonable. No receipts were submitted to support the alleged purchase of these items. Additionally, the Tenant testified that he did not follow up with the Landlord regarding the stove until after the first order was issued and the Landlord inquired about the rent.
27. Based on the evidence before me, and in assessing the impact of the maintenance issue on the Tenant, I find that the Tenant is entitled to a total rent abatement of \$1,151.95. This amount represents a 5% rent abatement from May 25, 2024 to July 24, 2025.

Order for repairs

28. As the stove has been replaced, the request for the Board to issue an order requiring the Landlord to do the repairs is moot.

General compensation

29. The Tenant also claims \$5,000.00 in general compensation.
30. The Board has the authority, pursuant to subsection 31(1)(f) of the Act, to award damages for pain and suffering. The Divisional Court confirmed this jurisdiction in *Mejia v. Cargini*, [2007] O.J. No. 437 (Ont. Div Ct.) in circumstances where the damages claimed are the result of a breach of the landlord's contractual or statutory obligations. When assessing the claim for general compensation, the Board must consider the overall impact the landlord's breach had on the tenant.
31. In this case, I am not satisfied that the Tenant is entitled to general compensation. The Tenant testified that he was limited in what he could cook, and that the loss of the stove affected his quality of life, as he was required to use a hot plate and toaster oven. However, I am not persuaded that the impact was substantial. The Tenant did not follow up with the Landlord regarding the repair or replacement of the stove. While the Tenant may have experience some inconvenience, I am not satisfied that the impact rises to a level that would warrant an award of general compensation. Accordingly, the claim for general compensation is denied.

It is ordered that:

1. The Landlord shall pay the Tenant is \$1,199.95. This amount represents:
 - \$1,151.95 for a rent abatement for the period ending July 24, 2025.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 10, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 10, 2026, the Landlord will owe interest. This will be simple interest calculated from April 11, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by April 10, 2026, the Tenant may recover this amount by deducting \$600.00 for the rent owing for the month of April 2026 and \$599.95 for May 2026.

March 30, 2026
Date Issued

Mayra Sawicki
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.