



Order under Section 30 Residential Tenancies Act, 2006

Citation: Park v Chen, 2026 ONLTB 26663

Date: 2026-04-01

File Number: LTB-T-093195-24

In the matter of: 801, 8 Tippet Rd
North York ON M3H0E7

Between: So Hee Park Tenant

and

Minwen Chen Landlord

So Hee Park (the 'Tenant') applied for an order determining that Minwen Chen (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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on March 26, 2026.

The Tenant, and the Landlord's Legal Representative, Jian Hong Guan, attended the hearing. Vivian He ('VH') testified on behalf of the Landlord.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The rental unit is located in a high-rise condo building. The Landlord owns the rental unit and the building itself is owned by a condo corporation and managed by a property management company hired by the condo corporation.

Substantial interference

3. It was undisputed that between September 3, 2024 and September 18, 2024, the rental unit had no clean water. Construction crews working on new condo construction adjacent to the rental unit mistakenly installed a temporary bypass connecting the building's water supply to its irrigation system, contaminating the water for the entire building. The water was grey and had a bad odour. The property management company reached out to all residents, including the Tenant and the Landlord, by email on September 4, 2024 notifying them of the issue. VH, the Landlord's wife, testified that she did reach out to building management for an update after becoming aware of the situation.

4. The Tenant submitted a letter received from legal counsel for Toronto Standard Condominium Corporation. The letter sets out all steps taken by the condo corporation between September 4, 2024, when they first received a report concerning the water, and September 18, 2024, when water was determined to be safe for residential use. It details extensive investigations into the cause, various water quality tests, flushing of chemicals from the building's water supply as part of a sanitation and disinfection process. Clean water was restored on September 18, 2024.
5. This application is being brought pursuant to section 20(1) of the Act which states that a Landlord is responsible for providing and maintaining the rental unit in a good state of repair and fit for habitation and for complying with safety, housing and maintenance standards.
6. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477 ('*Onyskiw*'), 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.
7. In this case, the issue is not one that could be addressed by the Landlord at all as it related to a mistake by a builder not connected to the Landlord in any way, and the condo corporation who was responsible for managing the issue. Based on the Tenant's evidence and considering the summary of steps taken by the condo corporation which were detailed in the lawyer's correspondence, I find that they responded promptly and reasonably in the circumstances with respect to the water contamination. There were extensive steps required to ensure safe and clean water could be restored to the building and the condo corporation acted diligently to accomplish that.
8. The mere fact that there was a leak and interruption with hot water services does not automatically give rise to a breach of section 20 of the Act. It depends on what steps the Landlord takes once made aware of the issues. It cannot be said that the Landlord breached their obligations under the Act when they responded promptly to the Tenant's complaints, and the issues were addressed without delay.
9. Additionally, although the Landlord did not reach out to the Tenant to see how she was managing the situation, the Landlord was not required to and failing to reach out is not a breach of section 20 of the Act. Additionally, the fact that the Landlord did not independently reach out to the Tenant, in my view, does not amount to substantial interference, particularly when the Tenant never contacted the Landlord to inform them of the issue in the first place and the Tenant was regularly informed by the property management company.
10. The contextual approach set out in *Onyskiw* also applies to T2 applications where the allegations overlap with section 20(1) of the Act. Paragraph 56 of *Onyskiw* states:

To interpret s. 20(1) as the tenants propose would result in an interpretation that places the provisions of s. 20(1) and s. 22 in conflict or disharmony with one another and disregard the intent of the legislature that where, as here, there is an overlap, both provisions should apply. The tenants' reading of the RTA does not result in the legislation functioning as an internally consistent whole.

11. The Court in *Onyskiw* found that the legislature intended both sections 20(1) and section 22 of the Act apply where the issue raised overlaps as they do here. As such, T2 application, as filed with respect to the allegation of substantial interference, cannot succeed without a breach of section 20(1) of the Act.

12. For the foregoing reasons, this portion of the Tenant's application is dismissed.

Withheld vital services

13. In the application, the Tenant also claims that the Landlord withheld vital services due to the lack of clean water between September 3, 2024 and September 18, 2024.

14. Section 2(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

15. The difficulty with the Tenant's application and submissions concerning the lack of hot water is that the evidence does not establish that the Landlord deliberately or intentionally withheld hot water. Rather, it was the Tenant's evidence that there was simply a maintenance issue that caused the water to be contaminated.

16. Section 21(1) of the Act does not apply to disrepair or a maintenance issue. The wording of the provision shows it is intended to address the situation where a landlord deliberately interferes with or withholds a vital service. That is not what happened here. Therefore, this portion of the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 1, 2026
Date Issued

Candace Aboussafy
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.