



Order under Section 30, 31 and 135 Residential Tenancies Act, 2006

Citation: Sawaneh v Tang, 2026 ONLTB 26769

Date: 2026-04-02

File Number: LTB-T-009460-26

In the matter of: Basement, 11 FRANKFORD ST
BRAMPTON ON L6R0R1

Between: Abdoulie Sawaneh

Tenant

And

Che Tang

Landlord

Abdoulie Sawaneh (the 'Tenant') applied for an order determining that Che Tang (the 'Landlord') collected or retained money illegally (T1 Application).

The Tenant also applied for an order determining that the Landlord:

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home (T2 Application).

The Tenant also applied for an order determining that Che Tang (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 (T6 Application).

This application was heard by videoconference on February 24, 2026 at 9:30 a.m.

Only the Tenant Abdoulie Sawaneh attended the hearing.

As of 9:30 a.m., 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.

Preliminary Issues:

Issues Related to a Previous Tenancy

1. The Tenant had a previous tenancy with the Landlord at 60 Delambray Street from July 2024 to September 2025.
2. The current tenancy between the Landlord and the Tenant, Basement - 11 Frankfort Street, Brampton Ontario - began October 1, 2025 and the Tenant is currently in possession of the rental unit.
3. I raised the question that the Tenant's application contains some allegations which pertain to issues with the previous tenancy. As I do not have jurisdiction to consider issues outside of the subject unit in the Tenant's application, the application proceeded on only the issues relevant to the current tenancy.

Request to Amend Application

4. The Tenant requested to amend the application to withdraw their request seeking an order to restore water to the bathroom as a remedy as the water supply was restored on February 4, 2026. The Tenant further requested to amend the application to extend the remedies for a rent abatement to include the ongoing impact from the date of the application to the date of the hearing.
5. Section 201(1)(f) of the *Residential Tenancies Act, 2006* (the 'Act') states:

The Board may, before, during or after a hearing, on its own motion and on notice to the parties, amend an application if the Board considers it appropriate to do so and if amending the application would not be unfair to any party

6. Despite the Landlord not being present I find there is no prejudice to the Landlord in these circumstances as the no new issues are being raised, simply an extension of existing issues raised in the application. Further, as the water supply has been restored, this issue is now moot; therefore, the application was amended.

Determinations:

T1 Application

7. While the application alleges the Landlord charged illegal rent, which the Tenant has paid, there is no evidence before me that the Landlord collected or retained money illegally for the subject unit. Rather, the issues before me are related to maintenance, interference, harassment and failure to provide services, not an illegal charge. As such, I find a T1 application is not the proper procedural mechanism to address the issues in dispute.
8. Further I find that no prejudice in dismissing the T1 application as the substance of concerns before me, including any remedy that might flow from the interruption of services or maintenance issues are fully captured within the T2 and T6 applications which will proceed.

9. Accordingly, as the Landlord did not collect rent in excess of the amount allowed *by the Act*, the application is dismissed.

T2 Application - Illegal Entry

10. The Tenant testified that the Landlord did not give him written notice that his contractors would enter the rental unit on February 2, 2026. The Tenant further testified that the Tenant did not give the contractors consent to enter the rental unit on February 2, 2026. Entered into evidence was a video recording taken by the Tenant dated February 2, 2026 showing several workers in the rental unit and the Tenant narrating that they entered without consent. The Tenant further testified that after the incident on February 2, 2026, he was upset and felt that the Landlord's contractors had shown no respect for the Tenant's space.
11. Sections 26 and 27 of the *Residential Tenancies Act, 2006* (the 'Act') set out the circumstances under which a Landlord may enter a rental unit.
12. Section 26 of *the Act* sets out those situations where a landlord is permitted to enter without notice: in emergencies; where the tenant consents at the time of entry; where the tenancy agreement requires the landlord to enter at regular intervals in order to clean; and to show the unit to prospective tenants.
13. Section 27 of the Act covers entries that are permitted with written notice and sets out the minimum requirements for entry notices.
14. Based on the Tenants' uncontested evidence, I am satisfied, on a balance of probabilities, that the Landlord's agents entered the rental unit on February 2, 2026 without written notice from the Landlord and without the consent of the Tenant, and there was no evidence presented that there was an emergency.
15. Therefore, I find that the Landlord's agents entered the rental unit illegally.

T2/T6 Applications – Remaining Allegations

16. The Tenant alleges that the Landlord intentionally withheld water services, deliberately delayed repairs prolonging maintenance issues, and engaged in harassment through correspondence in attempts to force the Tenant to vacate the rental unit. However, the evidence does not fully support these allegations.
17. Instead, as explained below, while I find the Landlord failed to complete certain repairs and the Landlord's efforts to address maintenance issue were delayed and contributed to ongoing problems within the unit, the evidence fails short of establishing harassment or interference with vital services.
18. I find that the Landlord failed to complete certain repairs within a reasonable timeframe, which resulted in a degree of substantial interference with the Tenant's reasonable enjoyment of the rental unit. I also found the Landlord's contractors illegally entered the rental unit. As such, the Landlord shall pay to the Tenant \$774.90 in compensation for the

illegal entry, a rent abatement and the cost of filing the application by April 13, 2026. The Landlord shall also provide the Tenant a rent credit of \$94.70, as well as complete repairs to the rental unit. Below are my reasons.

Withholding Vital Service - Water

19. The Tenant alleged the Landlord wanted the Tenant to move out of the unit and intentionally withheld the water in order to do so.
20. The Tenant testified he did not have access to water from February 1, 2026 to February 4, 2026 and immediately reported the issue to the Landlord. Entered into evidence was correspondence between the Tenant and the Landlord on February 1 and 2, 2026 where the Landlord informs the Tenant there is no water and to not use the toilet or sink.
21. Further, on February 2, 2026 after the issue was not yet resolved, the Tenant testified he reported the issue to the City of Brampton. Entered into evidence was correspondence and screenshot of phone calls on or about February 2, 2026 showing calls from Tenant to the City of Brampton.
22. The Tenant submitted the water was restored on February 4, 2026.

Analysis

23. Section 21 of the *Residential Tenancies Act, 2006* (the "Act") reads as follows:

(1) 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.

19. The Board's Interpretation Guideline 6 reads, in part, as follows:

A landlord is not prohibited from shutting off vital services for short periods of time while performing repairs to the residential complex. A landlord should provide tenants with advance notice of such interruptions where possible.

20. With respect to the water issue, Section 21 says that a landlord shall not at any time during a tenant's occupancy of a rental unit withhold the reasonable supply of any vital service that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service.
21. Given the wording of section 21 of *the Act* I am of the view that it is intended to address the situation where a landlord deliberately does something, or fails to do something, that causes the vital service to be turned off. For example, subsection 21(2) specifically refers to the situation where a utility is turned off because a landlord fails to pay the utility bill. Another common example of a breach is where a landlord intentionally turns the heat

down at night in order to save money, or where a landlord deliberately shuts off a service to punish a tenant for failing to pay the rent

22. Based on the evidence before me, I am not satisfied that the Landlord withheld or interfered with a vital service, namely the water. While shutting off the water to complete maintenance activities may have interfered with the Tenant's reasonable use and enjoyment, there is nothing before me to suggest that the Landlord intended to withhold or interfere with a vital service by shutting off the water.
23. With respect to the loss of use of the sinks, there is no evidence that the Landlord deliberately or intentionally withheld a vital service as defined in Section 2 of the Act. Rather, the evidence supports that there may have been a maintenance problem, which remained unaddressed.
24. Section 21 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. This is not what happened with respect this issue.
25. For the above reasons, this portion of the Tenant's claim is dismissed.

Harassment

26. The Tenant alleged the Landlord harassed the Tenant through text correspondence. Entered into evidence were a series of text messages between the Landlord and the Tenant.
27. Section 23 of the *Residential Tenancies Act, 2006* (Act) states that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
28. The text message correspondence entered into evidence shows communication between the Landlord and the Tenant mainly regarding upcoming and ongoing maintenance issue in the unit. The messages largely consist of the Landlord providing updates or responses concerning inspections, repairs, and the status of maintenance matters. These communications themselves are not overly repetitive and relate to legitimate landlord-tenant matters, namely the maintenance concerns raised by the Tenant.
29. While the Tenant may have been dissatisfied with the Landlord's responses, this alone does not amount to harassment within the meaning of section 23 of *the Act*. The Tenant failed to lead sufficient evidence that the Landlord's communications or behaviour were intended to harass, obstruct, coerce, threaten or interfere with the Tenant. Accordingly, this portion of the T2 application is dismissed.

T6 - Maintenance Issues & T2 – Substantial Interference

30. Pursuant to subsection 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.

31. 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.
32. I must also apply subsection 30(2) of *the Act*, and consider whether the tenant, or former tenant, advised the landlord of the alleged breaches before applying to the Board, and the parties’ duty to mitigate found in section 16 of *the Act*.
33. The Tenant submitted that the ongoing maintenance issues listed in the T6 Application, contributed to interference with his reasonable enjoyment of the unit. The question to be determined by the Board is whether the actions of the Landlord, alone or in the aggregate resulted in a substantial interference of the Tenants’ reasonable enjoyment of the rental unit.
34. Section 22 of *the Act* provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes by a tenant.

Bath/Sink Issues

35. The Tenant testified that the bath, sinks and toilet were not working from February 1, 2026 to February 4, 2026. The Tenant informed the Landlord on February 2, 2026 where the Landlord began to address the issue. The Tenant further testified that following February 4, 2026, while water was restored some of the unit; the bath and kitchen sinks remained unusable up until the date of the hearing. Entered into evidence were video recordings taken by the Tenant on February 2, 2026 showing non-function taps in the sinks, and it further showed the bathroom basin was removed.
36. The Tenant testified that this substantially interfered with his reasonable enjoyment of the rental unit as he was unable to cook, use the sinks during this period.
37. Based on the uncontested evidence before me I find that the Landlord failed to meet its statutory obligation to ensure functioning sinks and bath for an extended period. These are essential amenities in any rental unit and a reasonable Landlord would know or ought to know that failing to repair these amenities are breaches under the meaning of section 20 of *the Act*.
38. With respect to substantial interference, I find that the absence of functioning sinks and bath, created a legitimate concern and inconvenience that interfered with the Tenant’s reasonable enjoyment of the unit that falls within the meaning of section 22 of *the Act*.

39. I therefore find a serious breach of the Landlord's obligations and substantial interference with the Tenant's reasonable enjoyment. This finding contributes to the total rent abatement calculated below.

Smoke Alarm Issue

40. The Tenant testified that there was no smoke alarm in the unit from the time he moved into the unit. The Tenant stated that he notified the Landlord on October 9, 2025, during an in person conversation.

41. The Tenant further testified that the absence of a smoke alarm caused him to feel unsafe.

Analysis

42. Applying *Onyskiw*, the absence of a smoke alarm is a serious maintenance and safety issue. The Tenant's uncontested evidence is that no smoke alarm was present from the beginning of the tenancy in October 2025 and that the issue was raised with the Landlord by October 9, 2025.

43. The Landlord did not install a smoke alarm and no evidence was presented that there were any attempts to address the issue.

44. I find that the Landlord failed to meet its statutory obligation to ensure the presence of a functioning smoke alarm for an extended period. This failure is not reasonable in any context and represents a breach of maintenance obligations.

45. With respect to substantial interference, I find that the absence of a smoke alarm, created a legitimate safety concern that interfered with the Tenant's reasonable enjoyment of the unit that falls within the meaning of section 22 of *the Act*.

46. I therefore find a serious breach of the Landlord's obligations and substantial interference with the Tenant's reasonable enjoyment. This finding contributes to the total rent abatement calculated below.

Lock Issue

47. The Tenant testified that there were no working locks on the doors to his rental unit. The Tenant stated that he notified the Landlord on October 9, 2025, during an in person conversation. Entered into evidence was a video recording taken by the Tenant dated February 1, 2026 showing the doors opening without a lock. The Tenant further testified he does not have a key. Also entered into evidence was text message correspondence dated October 20, 2025 from the Landlord stating the lock was broken. The Tenant testified the lock was never repaired.

48. The Tenant further testified that the absence of the ability to lock his door caused him to feel unsafe

Analysis

49. Applying *Onyskiw*, the absence of a locking door is a serious maintenance and safety issue. The Tenant's uncontested evidence is that the doors could not lock from the beginning of the tenancy in October 2025 and that the issue was raised with the Landlord by October 9, 2025.
50. The Landlord did not fix the locks and no evidence was presented that there were any attempts to address the issue.
51. I find that the Landlord failed to meet its statutory obligation to ensure the presence of a locking mechanism on the door for an extended period. This failure is not reasonable in any context and represents a breach of maintenance obligations.
52. With respect to substantial interference, I find that the absence of a door that can be locked, created a legitimate safety concern that interfered with the Tenant's reasonable enjoyment of the unit that falls within the meaning of section 22 of *the Act*.
53. I therefore find a serious breach of the Landlord's obligations and substantial interference with the Tenant's reasonable enjoyment. This finding contributes to the total rent abatement calculated below.

Holes in Walls/Ceiling and Missing Vent Covers

54. The Tenant testified the vents in the unit were missing covers as there were several holes in the drywall. Entered into evidence was a video recording taken by the Tenant dated February 1, 2026 showing some vents without covers, some with cardboard on top and other places in the rental unit with small holes in the drywall.
55. The Tenant further testified that this makes the unit appear messy and he cannot invite guests over as the unit does not look livable.

Analysis

56. Having considered all of the evidence, specifically reviewing the documentary video evidence submitted by the Tenant, I am not satisfied that the alleged holes and missing vent covers constitutes a breach of the Landlord's maintenance obligations under section 20(1) of *the Act*. I find the alleged holes are discolorations that may require paint, or coverings over access points for utilities/vents – which are aesthetic issues and do not rise to the level under the meaning of section 20. The Tenant led insufficient evidence to demonstrate the ventilation system was impacting air circulation or heating in the rental unit. Therefore, this part of the Application is dismissed.

Laundry Issue

57. The Tenant testified the rental unit did not provide appliances to do laundry and this was a breach of the landlord's maintenance obligations, further claiming his previous unit in his previous tenancy with the Landlord contained appropriate laundry facilities.

58. I have reviewed the version of the lease that was entered into evidence by the Tenant and no where in that document does it mention that laundry facilities are included as part of the tenancy agreement. The Tenant bears the onus of proving the merits of their application and as the Tenant has not proven that laundry facilities are part of the tenancy agreement, I do not find the Landlord is in breach of not providing/repairing said appliances.

59. Accordingly, this part of the Tenant's application is dismissed.

Remedies

Rent Abatement

60. I find the Tenant is entitled to a rent abatement.

61. Rent abatements are a contractual remedy based on the principle that rent is charged in exchange for a bundle of goods and services and if a Tenant is not receiving those goods and services then the rent should be abated in a sum proportional to the difference between what is being charged and what is being received.

62. The Tenant requested an abatement equal to \$10,000.00 as a result of the combined maintenance, withholding of vital services, substantial interference and harassment claims. I find this amount excessive as the Tenant remained in the unit and on balance continued to utilize its space and some amenities; moreover, the harassment and withholding vital services portions of the Tenant's claim are dismissed. Instead, to determine the appropriate abatement, I considered the impact on the Tenant as well as the proportion of the rental unit impacted as well as the safety concerns with respect to the non-functioning locks and the smoke alarm. In this case, based on my knowledge of comparable matters before the Board, I find a 10% abatement from October 9, 2025 to January 31, 2026. I also find a 20% rent abatement from February 1, 2026 to February 24, 2026 is fair and reasonable.

63. The Tenant testified he paid \$600.00 each month and as of the date of the hearing did not pay any rent for February 2026. Therefore, any abatement shall be applied as a credit toward any rent owing from February 1, 2026 to February 24, 2026.

64. Based on the monthly rent, the daily rent/compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days. Therefore, the Tenant is entitled to a rent abatement of \$226.90 ((115 days x \$19.73) x 10%) for the period October 9, 2025 to January 31, 2026 and a credit of \$94.70 for the lawful monthly rent owing for February 2026 ((24 days x \$19.73) x 20%)

Remedy for Illegal Entry

65. The illegal entry of a rental unit is a breach of privacy. The leading case with respect to breach of privacy is *Wrona v. Toronto Community Housing Corp.*, [2007] O.J. No. 423 (Ont. Div. Ct.). In that case the Tenant was provided with notice, but the notice failed to meet the mandatory requirements of *the Act*. The Court awarded the tenant \$1,000.00 for

a single illegal entry. As *Wrona* is the leading case from the higher courts of Ontario with respect to privacy rights, I believe the remedy awarded by the Court in that case is the starting point for determining the appropriate amount to award the Tenants in this case.

66. In the *Wrona* case there had been a history of disputed notices of entry. There is no such history in this case.
67. In this case, there was a single illegal entry and it was in direct response to a complaint from the Tenant regarding an ongoing maintenance issue, therefore I find the privacy breach is not as great as was the tenant's in *Wrona*. The actions of the Landlord's contractors disrupted the Tenants' daily routine, was a breach of privacy and the Tenant was distressed by the Landlord's contractors' entry into the rental unit
68. Based on the precedent established in *Wrona*, the differences between the two cases, my knowledge of previous applications to the Board, and evidence of the impact on the Tenant of the Landlord's actions, I am of the view that a reasonable amount of damages arising from the breach would be \$500.00.

Orders to repair

69. I also find it is fair and reasonable to order the Landlord to install functioning locks on the door to the main entrance and a working smoke alarm in the rental unit and repair the sinks and bath if not already completed.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$774.90 This amount represents:
 - \$500.00 in compensation for the illegal entry
 - \$226.90 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 13, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 13, 2026, the Landlord will owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by April 13, 2026, the Tenant may recover this amount by deducting \$387.45 from the rent owing on May 1, 2026 and June 1, 2026.
5. The Landlord shall also provide a credit to the Tenant in the amount of \$94.70 for the lawful monthly rent owing for February 2026. The Tenant is authorized to deduct this amount from the rent owing.
6. The Landlord shall repair and replace the lock to the rental unit by April 13, 2026.
7. The Landlord shall install a smoke alarm in the rental unit by April 13, 2026.

8. The Landlord shall also repair the sinks, bath and basin if not already completed by April 30, 2026.

April 2, 2026
Date Issued

Greg Witt
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.