



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-010842-26

In the matter of: 804, 1200 TALWOOD CRT
PETERBOROUGH ON K9J7X3

Between: Tomisina Knowles Tenants
Jett Estey

And

Sterling Karamar c/o Starlight Investments LTD Landlord

Tomisina Knowles and Jett Estey (the 'Tenants') applied for an order determining that Sterling Karamar c/o Starlight Investments LTD (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 24, 2026.

The Landlord's legal representative, Sean Beard, the Landlord's agent, Jennifer Domina and the Tenant, Tomisina Knowles attended the hearing.

Determinations:

1. This application alleges that the Landlord breached its maintenance obligations. As a result of a leak in the Tenants' bathroom, the Landlord cut a hole in the ceiling and Landlord failed to repair the leak in a reasonable amount of time. For the reasons set out below I find that the Landlord is required to pay to the Tenants' an abatement amounting to \$1,642.91 in addition to the filing fee.
2. In accordance with section 20(1) of the *Residential Tenancies Act, 2006* (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.
3. 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.

4. As set out in the Landlord and Tenant Board's Interpretation Guideline 5, the Board must consider whether the Landlord's response, once informed of the issue, was timely, appropriate and effective to remedy the problem.
5. The rental unit is located within a large residential apartment complex. The monthly rent is \$1,578.89.

Fob System

6. The Tenants allege that the Landlord installed a Fob Building Security System ('FOB') which resulted in the Tenants having significant challenges with FOB key shortages, issues with use of the FOB keys themselves and finally challenges accessing the residential complex with their physical keys as a result of the FOB being installed and implemented. The Tenants submit that this issue began in January 2025 and it was repaired on February 4, 2026.
7. The Tenant, Ms. Knowles described one instance which occurred with the Tenants' son being locked out of the building for over an hour in February 2025 due to the physical key being inoperable. The Tenant, Ms. Knowles could not identify the specific date their son was locked out of the building, nor could they identify any further instances of this type of issue that occurred after February 3, 2025.
8. The Landlord raised a two-part objection with respect to the Tenants' allegations relating to FOB. First, they submit that the FOB installation and implementation is the subject of an ongoing Above Guideline Increase ('AGI') application by the Landlord which has not been approved or implemented and is therefore more appropriately argued as a defence to the AGI application. Second, the Landlord submits that the Tenants' allegations are *statute barred* as the dates that the FOB allegations were discovered are more than 1-year from the date of filing.
9. I find the Tenants' allegations concerning FOB key shortages, issues with use of the FOB keys themselves and finally challenges accessing the residential complex with their physical keys as a result of the FOB being installed are properly considered maintenance issues which can be raised on a T6 application. The AGI application concerns whether the key FOB system constitute an eligible capital expenditure and whether an above guideline increase should be awarded, which is not the issue the Tenants are raising in this application.
10. Section 29(2) of the *Residential Tenancies Act, 2006* (the 'Act') provides for a one-year limitation period for filing a T6 application:

Time limitation

(2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.

11. In this case the last issue the Tenants experienced with the FOB was February 3, 2025, and this application was filed more than one year later on February 4, 2026. Therefore, the

Tenants' allegation relating to the FOB and failure to maintain the residential complex *statute barred* due to the date of filing being more than 1-year after the alleged conduct occurred.

Hole in Bathroom Ceiling

12. The Tenants allege there was a leak within the ceiling of the main bathroom of the rental unit and to repair the leak a hole was cut in the bathroom ceiling. The hole was left open for 7 months. The Tenants allege that, even though the Landlords hired a professional to carry out the work, they are unsure if it was completed to an appropriate standard. The Tenants further allege the Landlord failed to sufficiently investigate their ongoing complaints and concerns with the hole in the ceiling, and they did not act in a reasonable period of time to repair the hole and as a result they should be compensated.
13. The parties agree that a bathroom leak occurred on July 30, 2025, and upon the Tenants contacting the Landlord, the Landlord sent an individual to repair the leak.
14. The Tenant testified that while the Landlord attended the rental unit and repaired the leak within a few days, the Landlord left a hole in the ceiling for 7-months, from July 2025 to February 24, 2026.
15. The Tenant referred to DOC-7305014, which was marked as Tenant's Exhibit 1.
16. The Tenant referred to pages 2-8 of DOC-7305014 which included email communication between the Tenants and employees of the Landlord, which included an email from the Tenants notifying the Landlord on July 30, 2025, at 7:13am that the leak had begun again. On page 3, the Tenants sent a follow-up email on November 6, 2025, which states that the hole remained within the unit (4-months after the hole had been cut). There are 6 more emails within the Tenants' Exhibit that include further follow-ups by the Tenants regarding the hole. Finally, on page 8, the Tenant referred to a picture of the hole dated February 4th.
17. The Tenant Ms. Knowles testified that the hole in the ceiling left exposed pipes, debris coming through the ceiling and caused emotional challenges for her and her family. Her son felt scared to use the bathroom while the hole remained. She stated that the presence of the hole meant that her family could not use the shower and were forced to use a friend's shower. Additionally, she was required to access alternative accommodations to address medical issues.
18. The Tenant stated that on February 24, 2026, the Landlord attended the unit and placed a layer of drywall over the hole and painted one layer over the drywall. The Tenant stated that the Landlord left the remaining paint with the Tenants as a "gift" and if they wanted to use the paint, they were welcome to.
19. On cross examination, the Tenant admitted that the shower was usable while the hole was present, and the Landlord did not shut off the water. The Tenant agreed that the shower was working as it was prior to the leak and the hole being cut in the ceiling.
20. The Landlords' evidence was that they acted immediately to repair the leak in the bathroom, the work was completed by a plumber and while there was a delay in patching the hole, the bathroom was functional. The Landlord did not present any documentary

evidence to support efforts they took, nor did the individual who repaired the leak attend the hearing, although it should be noted that the *viva voce* evidence of the Landlord was undisputed as the Tenant chose not to cross examine the Landlord's witness.

21. Ultimately, the Landlord agrees that the hole was not repaired until February 24, 2026.

Reason and Analysis

22. For the reasons that follow, I find that the Landlord breached their obligations under subsection 20(1) of the Act by failing to repair the hole in the Tenants' bathroom ceiling in a timely manner. While I find the Landlord responded in a timely and effective manner to the initial leak, they failed to repair the hole within the reasonable period of time.

23. With respect to the leak from the ceiling, I find that the Landlord acted quickly to inspect, and then quickly hire a plumber to stop the leak in the bathroom. It was undisputed that the Landlord's plumber was competent. Therefore, the response was timely, and, on the surface, appropriate and the Tenants are not entitled to any remedy for the leak.

24. I find that the essential issue before me is whether the Landlord acted within a reasonable period of time to repair the hole that was left in the ceiling and if they did not, what if any impact did this have on the Tenants.

25. It is unfortunate that the Landlords' response to the multiple emails outlining concerns and complaints by the Tenants about the hole in the ceiling was to continue to tell them that someone would be fixing the issue or mistakenly believing that it was already repaired. It is undisputed that the Landlord did not attend the rental unit after the initial leak to investigate the Tenant's communication and complaints regarding the lack of repair further until the ceiling was ultimately repaired on February 24, 2026.

26. Thus, the Tenants had a hole in their bathroom ceiling from July 30, 2025 to February 26, 2026, which is approximately 7- months. I find that this is an unreasonably long period of time for the repair to be completed, and the Landlord did not provide a plausible explanation for the delay. The hole in the ceiling caused debris to come through the ceiling and caused emotional challenges for the Tenant and her family.

27. As per section 16 of the Act, I must also consider whether the Tenants took reasonable steps to minimize their losses arising from the Landlord's breach. As outlined above, the Tenants sent several emails following up with the Landlord to bring the Landlord's attention to the hole which remained in their home. Therefore, I find that the Tenants discharged this duty.

Remedies

28. An abatement is a monetary award expressed in terms of a portion of past or future rent. It may be in the form of an order: (a) directing that the landlord pay the tenant a fixed amount, return rent paid by the tenant; or (b) allowing the tenant to pay less rent going forward by a fixed amount or percentage of the rent the tenant pays.

29. A rent abatement is meant to compensate the tenants to the degree that the tenants were deprived of what was bargained for or what is prescribed by legislation or minimum housing standards. It is only when a tenant is completely deprived of all of the benefits of a tenancy—where the rental unit is uninhabitable—that a 100% abatement is appropriate. [See 22001839 (Re), [2022 ABRTDRS 15 \(CanLII\)](#)] As noted by the Vice Chair in TST-56138-14 (Re) [2015 CanLII 3162 (ON LTB)], '[abatement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be getting 100% of what you are paying for and if you are not getting that, then a tenant should be entitled to abatement equal to the difference in value.]'
30. The ultimate objective is to grant an abatement that is fair considering all of the circumstances. In *Biltmore Terrace Apartments v. Nazareth* [[1997] O.J. No. 1881 (Gen Div)] the Court said, "It is always difficult to arrive at a proper amount or percentage by way of abatement. There is no magic formula. What is appropriate in each case will depend on the circumstances, including the amount of rent, the age and general condition of the premises, the nature and degree of the no- repair, and its duration, the efforts of the Landlord to inspect, the co operation or otherwise of the Tenant in that regard, and the efforts made by the Landlord to rectify the defect."
31. Similarly, in *Offredi v. 751768 Ontario Ltd.* [[1994 CanLII 11006 \(ON SCDC\)](#)] the Court said that there is no mathematical way in which to determine an appropriate abatement.
32. In this case, the hole in the bathroom ceiling had a significant impact of the use and enjoyment of the rental unit by the Tenants. The Tenant, Ms. Knowles stated that she uses the bathtub for medical purposes but was required to make alternative accommodations during the period of disrepair. Further, the presence of the hole caused emotional challenges for her and her family, which included her son feeling scared to utilize the bathroom due to exposed pipes and debris that would come through the bathroom ceiling. The Tenant stated that while the bathroom was usable the impact of the hole interfered with the family's ability to use and enjoy the bathroom within the rental unit.
33. Having considered the impact of the disrepair on the Tenants' ability to fully use the bathroom, I find that a rent abatement of 15% is warranted. This rent abatement will start on July 30, 2025, the day of the leak, and end on February 24, 2026, the day the ceiling was repaired, total a period of 211 days. This results in a rent abatement of \$1,642.91
34. The Tenants also sought an order from the Landlord and Tenant Board to repair the following:
- a. Repair bathroom ceiling to professional standard
 - b. Formal seal and patch the open structural hole
 - c. Sanding priming and painting entire ceiling
 - d. Ensure no dust or debris remains in ventilation or building cavities
 - e. Work be completed within 14-days of Board's Order
35. As the Tenants did not dispute the work that was completed by the Landlord and did not lead evidence that it was deficient in any manner, only that is caused a disruption in their life, I do not find that it is necessary to order the Landlord to complete the requested repairs.

36. Furthermore, the Tenants also sought an order determining that the Landlord cannot increase the rent for this rental unit until the Landlord completes the work, I am not granting this remedy because the work has been completed.

It is ordered that:

1. The Landlord shall pay the Tenant is \$1,690.91. This amount represents:
 - a rent abatement of \$1,642.91; and,
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 19, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by April 19, 2026, the Landlords will owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not make the payment required in paragraph 2, the Tenants can deduct any outstanding amount from the rent that becomes due on May 1, 2026.

April 8, 2026
Date Issued

Angela Smith
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.