



Order under Section 30 Residential Tenancies Act, 2006

Citation: Mensah v Park, 2026 ONLTB 26684

Date: 2026-04-16

File Number: LTB-T-007457-26

In the matter of: 23, 94 GEORGE HENRY BLVD
NORTH YORK ON M2J1E7

Between: Esie Mawushie Mensah Tenant
AstroSankofa Arts Initiative

And

Seung Bae Park Landlord

Esie Mawushie Mensah and Quinten Lindsey (AstroSankofa Arts Initiative) (the 'Tenant's') applied for an order determining that Seung Bae Park (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 and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.

Issues

2. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit and did not fail to comply with health and safety and maintenance standards. The Landlord responded to the flooding event on January 23, 2026, in a timely manner and was refused entry by the Tenant. The Landlord scheduled a contractor to perform remediation services to address any health and safety issues and the Tenants refused to provide access to the rental unit.
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. In this case, I am satisfied the Landlord's response was reasonable in the circumstance.

The Facts

5. The Tenants had lived in the rental (townhouse) unit for over four years. During that time, the Landlord gave evidence that they responded to maintenance issues when they were reported by the Tenants. The Tenants did not dispute that evidence.
6. On January 23, 2026, the Tenants came home at approximately 5:15 pm and discovered the upstairs toilet had overflowed and had caused flooding through the ceiling to the first floor and basement area. The Tenants immediately contacted the Landlord. The Landlord responded to the flooding, seeking to arrange for a Plumber to attend, but the Tenants refused stating it was not necessary. The Tenants stated that the flood was caused by the overflow of the bidet which they had installed on the toilet. They stopped the flooding by turning the bidet switch off. The Tenants signed a letter taking full responsibility for the flooding that was due to the bidet and asked the Landlord to sign a form to allow the Tenant's contractor and their insurance company to clean, extract water and dehumidify the unit. A subsequent email was received by the Landlord, from the Tenant's on January 24, 2026, reiterating their agreement to be responsible for the cleaning, water extraction and dehumidifying the unit. It also stated the Tenant's would not be responsible for remediation of any hazardous materials or environmental issues that may be part of the rehabilitation of the unit.
7. The Tenants stated they did not feel comfortable in the unit during the cleaning operations and with the noise of the fans and blowers on that were installed in the unit. The tenants found alternate accommodation and stayed there for several nights.
8. Both parties hired contractors to test for any environmental and hazardous materials. Testing results were available, and the testing was positive for mold and asbestos in the affected areas, predominately in tiles under the flooring and joint compound in the drywall.
9. On January 28, 2026, after receiving the test results, the Landlord arranged for their contractor to do the abatement on the affected surfaces and asked the Tenants to remove their belongings to accommodate the work. The work was contracted for January 31, 2026 at 9:00 am. The Tenants notified the Landlord that they would not remove their belongings in that timeframe, and they were no longer comfortable living in the unit.
10. The Landlord accepted a 30-day short notice of termination, effective February 28, 2026, from the Tenants. The Tenants returned the keys February 27, 2026 and the remediation could not begin until the Tenants had vacated.

Analysis

11. The Tenant's evidence fails to meet the Tenant's burden of proof that 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. The Landlord responded in a timely manner and was refused permission to attend the unit.

12. The Tenants documented in writing that the cause of the flooding was the self-installed bidet overflowing. The Tenant also provided a credit card to the Landlord to pay for the deposit needed for the contractor to work in the unit and wrote to the Landlord the following day to outline what repairs they would be responsible for.
13. The Landlord entered the lease as Evidence and highlighted the section that states “the Tenant agrees not to make any plumbing alterations in or to the premises without the written consent of the Landlord”. The Tenant stated they asked the Landlord for permission for the bidet and it was granted however the Landlord denies that they were aware of the bidet and they never verbally agreed. There is no evidence that written consent was asked for or given.
14. The burden of proof is on the Tenants to demonstrate the Landlord failed to meet his obligation in the circumstances of the flood. The facts are not disputed. After the Landlord was notified, the Tenants refused entry and made arrangements to have the repair work undertaken by their own contractor. They then thwarted the Landlord’s efforts to commence necessary work at the end of January 2026. The Landlord’s response was prompt and reasonable. Therefore, I find that the Landlord did not fail to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit.

It is ordered that:

1. Therefore, the application is dismissed.

April 16, 2026
Date Issued

Darlene Cook
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.

