



Order under Section 21.2 of the Statutory Powers Procedure Act And sections 30/31/135 of the Residential Tenancies Act, 2006

Citation: Lloyd v Makeswaran, 2026 ONLTB 27519

Date: 2026-04-07

File Number: LTB-T-040611-25-RV

In the matter of: 4, 539 Albert
Oshawa ON L1H4S9

Between: Tyler Lloyd Tenant
Ashley Finley

And

Kanagaratnam Makeswaran Landlord

Review Order

Tyler Lloyd and Ashley Finley (the 'Tenants') applied for an order determining that Kanagaratnam Makeswaran (the 'Landlord'):

- collected or retained money illegally (**T1 application**).
- harassed, obstructed, coerced, threatened or interfered with the Tenant (**T2 application**).
- 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 resolved by order LTB-T-040611-25 issued on January 26, 2026. The order dismisses the application as abandoned as the Tenants were not present or represented at the hearing held on January 20, 2026.

On January 26, 2026, the Tenants requested a review of the order

On January 27, 2026, interim order LTB-T-040611-25-RV-IN was issued directing the matter to a review hearing.

This review was heard by videoconference on February 24, 2026. The Tenant Ashley Finley and the Landlord attended the hearing.

Determinations – Review Request:

1. At the hearing, the Landlord consented to the Tenant's request for review. As such, the review is granted, and the matter proceeded to be heard de novo (anew) on its merits.

Determinations – De Novo Hearing:

2. The Tenant's application was filed on May 16, 2025.
3. At the hearing the Tenants withdrew the T1 and T2 portion of the application.
4. The Tenant's T6 application alleges that the Landlord has failed to meet their maintenance obligations under section 20 of the Act which states:

20 (1) 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.

(2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement.
5. The Tenant's T6 application alleges the following maintenance breaches under section 20 of the Act:
 - Rotting / Mould on front door frame
 - Bedroom window handle / crank broken
 - Mould on master bathroom ceiling
 - Unsafe electrical / electrical not up to code
 - Walls not insulated properly / lack of heat
 - No fire exits
 - Issues with water temperature
6. As the Tenant's application was filed on May 16, 2025, the Board can only consider breaches and/or award remedies for breaches that were ongoing as of May 16, 2024 pursuant to subsection 29(2) of the Act.
7. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. As such, the Tenant's application is dismissed.

Front Door:

8. The Tenant testified that during approximately the summer of 2024 that she noticed mould growing on the front exterior door frame and that the wood on the front door frame appeared to be rotting. The Tenants did not submit into evidence any photographs of the front entrance door.
9. The Landlord disputed that the front entrance door frame was rotting or showing signs of mould but stated that the paint on the wood was simply peeling off and that this was due to the Tenants installing a window air conditioner above the front entrance door. The Landlord submitted into evidence a video taken of the front entrance door dated February 21, 2026 (LL exhibit #1).
10. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached their maintenance obligations under the Act with respect to this

alleged issue. As this is the Tenant's application, the onus rests with the Tenants to prove the alleged breaches on a balance of probabilities. In this case, the Tenants provided insufficient evidence to suggest that the front door frame is rotting / moulding and the Landlord's evidence suggests that there is no concern with the front door frame other than some paint peeling, which is a minor concern.

Bedroom Window:

11. The Tenant testified that the spare bedroom window handle / crank broke in November 2020 and has not yet been repaired by the Landlord. The Tenants did not submit any photographs of the damaged window but submitted a text message sent to the Landlord on November 8, 2020 advising of the concerns with the window (TT exhibit #1).
12. The Landlord confirmed being put on notice of this maintenance concern in November 2020 and stated that the window handle / crank was replaced shortly after this concern was reported. The Landlord also submitted into evidence a video taken on June 11, 2025, confirming that the Tenants had their bedroom window open and argued that this confirms that the window handle / crank was functional (LL exhibit #2).
13. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached their maintenance obligations under the Act with respect to this alleged issue. The Tenants led insufficient evidence to suggest that this maintenance concern was ongoing after November 2020, and the Landlord provided evidence to suggest that the window was fully functional during the summer months of 2025. As such, I find that this maintenance concern was resolved in 2020 and more than one-year prior to the application being filed.

Mould - Bathroom Ceiling:

14. The Tenant testified that she first started to notice mould on the bathroom shower ceiling in August 2018 (shortly after the tenancy commenced). The Tenant submitted into evidence photographs of the bathroom ceiling (TT exhibit #2). The photographs show some small dark spots and dirt on the ceiling. The Tenants did not submit or conduct any mould inspections / testing for this area of the rental unit.
15. The Landlord disputed that there was mould in the bathroom of the rental unit but rather argued that the issue is of the Tenants not maintaining an ordinary state of cleanliness in the rental unit and stated that the photographs submitted by the Tenants simply show dirt on the wall / ceiling.
16. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached their maintenance obligations under the Act with respect to this alleged issue. The evidence submitted by the Tenants do not suggests mould growth on the bathroom ceiling and the Tenants provided no evidence such as mould testing or air quality reports to confirm that mould was present in the bathroom. I find that the Tenant's claim of mould in the bathroom is purely speculation and is therefore denied.

Electrical Issues:

17. The Tenant testified that there is exposed electrical in the rental unit and that the breaker box is exposed with no cover. The Tenants submitted into evidence three photographs taken on or about July 2025 (TT exhibit #3). The photographs show no live wires being exposed from the electrical panels and show a single electrical wire hanging out of the wall with a cover plate on the end of the cord.
18. The Landlord disputed that there were any electrical safety concerns in the rental unit and stated that an annual fire safety inspection was conducted at the rental unit on June 30, 2025, which confirmed no fire or electrical hazards. The Landlord submitted into evidence a copy of this report (LL exhibit #3).
19. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached their maintenance obligations under the Act with respect to the electrical concerns in the rental unit. The Tenants provided no evidence confirming that there was live / exposed wiring in the rental unit or that the wiring was unsafe and against any electrical code. As such, this portion of the application is also dismissed.

Wall Insulation / Heat:

20. The Tenant testified that the walls are not properly insulated in the rental unit and that the unit does not properly retain heat. The Tenants did not submit into evidence any photographs of the walls, temperature readings or any reports from Bylaw confirming that the walls were not properly insulated or that the heat in the rental unit was below lawful standards. The Tenant also did not provide any specific dates as to when the temperature was unusually cold in the rental unit.
21. The Landlord disputed the Tenant's allegations and stated that the boiler system in the residential complex is serviced annually and that none of the other four residents in the residential complex have complained about a lack of heat in their apartments.
22. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached their maintenance obligations under the Act with respect to this alleged claim. As this is the Tenant's application, the Tenants bear the onus of proving the alleged breach on a balance of probabilities. In this case, the Tenants provided no specific dates or documentary evidence to suggest that the rental unit is not properly insulated or that the heat source in the residential complex is inadequate.

No Fire Exit:

23. The Tenant's application alleges that there is no fire escape / exit in the rental unit. The Tenant confirmed however at the hearing that there are two separate doors to exit the rental unit and a large bedroom window. The Tenants did not submit into evidence any reports from the fire department suggesting that the exits in the rental unit were in prevention of the *Fire Protection and Prevention Act, 1997*.
24. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached their maintenance obligations under the Act with respect to this

alleged issue and further find that there is insufficient evidence before the Board to suggest that there are any fire code breaches in the rental unit.

Water Temperature:

25. The Tenant testified that the water temperature in the rental unit is inconsistent and can get extremely hot at times, which could cause 3rd degree burns. The Tenant did not provide the Board with specific dates or times that this issue occurred nor were there any Bylaw reports or temperature readings submitted into evidence with respect to this issue.
26. The Landlord disputed this alleged claim and stated that the water tank for the residential complex is serviced annually.
27. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached their maintenance obligations under the Act with respect to this alleged issue. The Landlord disputed this portion of the Tenant's claim, and the Tenants ultimately provided insufficient evidence such as specific dates, readings or reports to suggest that the hot water tank is not in a good state of repair or that the water temperature is too hot. As this is the Tenant's application, the Tenants bear the onus of proof. As such, this portion of the Tenant's claim is also dismissed.
28. As the Tenants have not proven any of the allegations contained in their T6 application and have withdrawn the T1 and T2 portion of the application, the application must be dismissed.
29. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The request to review order LTB-T-040611-25 issued on January 26, 2026 is granted. The order is cancelled and replaced with the following.
2. The Tenant's application is dismissed.

April 7, 2026
Date Issued

Fabio Quattrocioni
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.