



Order under Section 31 and 30 Residential Tenancies Act, 2006

Citation: Lloyd v Homestead Land Holdings Limited, 2026 ONLTB 22701

Date: 2026-04-13

File Number: LTB-T-073452-22

In the matter of: 0526, 200 Clearview Avenue
Ottawa ON K1Z8M2

Between: Andrew Lloyd Tenant

And

Homestead Land Holdings Limited Landlord

T2 Application

Andrew Lloyd (the 'Tenant') applied for an order determining that Homestead Land Holdings Limited (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.
- withheld or interfered with their vital services or care services and meals in a care home.

T6 Application

Andrew Lloyd (the 'Tenant') applied for an order determining that Homestead Land Holdings Limited (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.

These two applications were not resolved during an Adjudicative Case Conference on August 12, 2024, and therefore were adjourned to a merits hearing on March 5, 2025. The merits hearing on March 5, 2025, was adjourned on the consent of the parties. The adjourned hearing for these two applications was heard by videoconference on November 18, 2025; however, not completed. The final adjourned hearing for these matters was heard by videoconference on March 12, 2026. The Tenant and the Tenant's representative, Lorenzo Patino, attended the hearing. The Landlord's agents, Rozana Sinclair and Varun Ravi, and the Landlord's representative, Kevin Kok, also attended the hearing. Written closing submissions were permitted after the hearing, and received from both parties on March 26, 2026.

Preliminary Issue – Application Amendments:

1. As provided in Interim Order LTB-T-073452-22-IN, issued on November 24, 2025, amendments to the Tenant's T2 and T6 applications were denied pursuant to the Board's Rules of Procedure 15.3.

Determinations:

2. As explained below, the Tenant proved on a balance of probabilities one of the allegations in the T2 application and one of the allegations in the T6 application. Therefore, the Landlord must pay to the Tenant \$3,001.16, and correspond directly with the Tenant's designated parquet flooring contractor to determine the feasibility of completing repairs to the unit's parquet floor without the Tenant vacating the unit.
3. The Tenant stated that he suffers a physical disability with bilateral lymphedema in his lower extremities and requires home care in his unit on a regular basis. He noted that his legs must be elevated throughout the day, and he must have regular breaks during his activities. For this reason, I granted breaks as requested during the hearing.
4. The unit is an apartment in a multi-floor residential complex. The Tenant moved into the unit on March 1, 2013, was in possession of the unit when both applications were filed on December 5, 2022, and remains in possession of the unit as of the hearing date. The current Landlord purchased the residential complex on August 26, 2021.
5. As of January 1, 2021, the monthly rent for the unit was \$1,559.00, and this rent increased each year as follows: January 1, 2022, \$1,577.70; January 1, 2023, \$1,617.14; January 1, 2024, \$1,657.56; January 1, 2025, \$1,698.99; and January 1, 2026, \$1,739.18.

T2 Application

6. On December 5, 2022, the Tenant filed a T2 application (T2) pursuant to s. 29(1) of the Act seeking a rent abatement of \$7,843.86, and that the Landlord pay a fine to the Board. The Tenant alleges that the Landlord:
 - a) Illegally entered the rental unit on March 1, 2022;
 - b) Withheld the vital service of hot and cold water on 22 occasions from December 17, 2021 to November 1, 2022;
 - c) Withheld the vital service of electricity for one hour on May 12, 2022;
 - d) Withheld the vital service of heat on January 22, 2022, and from September 1, 2022 to October 5, 2022; and
 - e) Substantially interfered with the Tenant's reasonable enjoyment of his rental unit on 75 occasions from December 17, 2021 to November 24, 2022.
7. I am satisfied that the Tenant filed this application within one-year of the date that the alleged conduct giving rise to the application occurred. Accordingly, the Tenant's T2 complies with s. 29(2) of the Act, and the Tenant's allegations will be considered.

Illegal Entry – March 1, 2022

8. The Tenant testified that the Landlord provided him with 24 hours written notification that the Landlord's agents would enter the unit the morning of March 1, 2022 to complete kitchen repairs. He stated that an entry to the unit occurred that morning; however, the Landlord's agents also returned to the unit in the afternoon, outside the morning period of time listed in the 24-hour written notice. The Tenant asserted that in the afternoon the Landlord's agents knocked on the unit door, and then immediately unlocked the door and entered the unit. The Tenant stated that he asked them to leave, and that he never received prior notice of their entry, nor did he consent to their entry.
9. The Landlord's agent Rozana Sinclair, who was the Property Manager (PM) for the residential complex from February 2022 to September 2024, testified that the Landlord provided the Tenant with a valid Notice of Entry, with a timeframe to complete the kitchen repairs on March 1, 2022.

Analysis

10. On the basis of the evidence provided, I am satisfied that the Landlord re-entered the unit on the afternoon of March 1, 2022, for non-emergency work, without the consent of the Tenant, and without providing 24 hours written notification for an entry to the unit during the afternoon of March 1, 2022, as required pursuant to s. 27 of the Act. Accordingly, I find that the re-entry to the unit on the afternoon of March 1, 2022, was an illegal entry, and the Landlord breached s. 25 of the Act.

Withheld the vital service of hot and cold water

11. The Tenant testified that he had no water in the unit on December 17 and 18, 2021, February 2, 2022, and on May 21, 2022. He stated that the Landlord never notified him of these water outages, and that each outage lasted two to five hours. The Tenant confirmed that the water outage on December 17 and 18, 2021, was the result of emergency plumbing repairs in his unit, and that as a result of the outage on February 2, 2022, his home care appointment had to be canceled. The Tenant was not sure if he advised the Landlord of the water disruptions on February 2, 2022, and on May 21, 2022. The Tenant asserted that without water, his hygiene, cleaning, and social routines were completely disrupted making it more difficult to cope with his disability and therefore elevating his anxiety.
12. The Tenant testified further that he had no hot water in the unit on the following dates in 2022: January 15, 22, 24, February 1, May 9, 16, June 15, 21, 28, July 11, September 30, October 1 to 4, 31, and November 1. He stated that the Landlord never notified him of these hot water outages, and that each outage lasted a few hours. The Tenant was not sure if he advised the Landlord of each disruption. The Tenant noted that he normally showers before his home care appointments, and without hot water he was unable to shower before his appointments on May 16, 2022, and on July 11, 2022. The Tenant asserted that without hot water, his daily routine and home care appointments were disrupted, making it more difficult to cope with his disability and therefore elevating his

anxiety. He acknowledged he sometimes showered for a brief duration with only cold water, but that this was uncomfortable.

13. The Landlord's agent, Rozana Sinclair, testified that when the Landlord purchased the residential complex on August 26, 2021, there were some mechanical issues with the aging boilers that caused some hot and cold water disruptions; however, she did not recall ever receiving a complaint from the Tenant regarding a loss of hot or cold water, or taking any action in the unit regarding a loss of hot or cold water. She noted that if the Tenant had notified her or her staff about a loss of hot or cold water, she would have considered it an emergency, and responded immediately.

Analysis

14. On the basis of the evidence provided and on a balance of probabilities, I am not satisfied that the Landlord withheld the reasonable supply of hot or cold water, or deliberately interfered with the reasonable supply of hot or cold water, on the dates provided by the Tenant in paragraphs 11 and 12. The Tenant has the burden to prove that the Landlord failed to take action or deliberately did something that caused the disruption of these vital services; however, the Tenant did not establish this withholding or deliberate interference from the Landlord.
15. I accept that boiler issues in the residential complex were causing hot and cold-water disruptions in the building, but I am satisfied that the Landlord was working to remedy these issues, and on several occasions, this required emergency work without notification to the Tenant. I find that the Landlord's response to the disruptions of hot and cold-water in the residential complex was reasonable and appropriate.
16. I am also satisfied that the Landlord, with the exception of emergency repairs in the unit on December 17 and 18, 2021, never received reports from the Tenant specifically regarding hot or cold-water disruptions in his unit, and therefore was unable to respond to the Tenant's concerns at their time of occurrence. I find that the water disruptions in the unit on December 17 and 18, 2021, were required for the Landlord to perform emergency repairs in the unit. Under these circumstances, with respect to the provision of hot and cold water to the unit, I find that the Landlord did not breach their responsibilities pursuant to s. 21 of the Act.

Withheld the vital service of electricity

17. The Tenant testified that on May 12, 2022, he was without electricity in his unit for approximately one hour during lunch time for the purpose of the Landlord installing a hydro meter in the unit. He stated that he was given prior notification from the Landlord that he would be without electricity for about 15 minutes, but the outage lasted one hour. The Tenant explained that without electricity his lift-chair does not function if he needs to get up. The Tenant acknowledged that he did not need to use his lift chair during the period of the electrical outage.

Analysis

18. On the basis of the evidence provided and on a balance of probabilities, I am not satisfied that the Landlord withheld the reasonable supply of electricity, or deliberately interfered with the reasonable supply of electricity, on May 12, 2022. The Tenant has the burden to prove that the Landlord either failed to take action or deliberately did something that caused the disruption of this vital service; however, the Tenant did not establish this withholding or deliberate interference from the Landlord.
19. I am satisfied that on May 12, 2022, electricity to the unit had to be disconnected to install a new hydro meter, and this installation resulted in the loss of electricity for 60 rather than 15 minutes as forecast. I find that the Landlord's requirement to disconnect the electricity, and the loss of electricity for 45 minutes more than anticipated, to be reasonable and appropriate, and does not establish that the Landlord withheld or deliberately interfered with the Tenant's reasonable supply of electricity. The disruption to the supply of electricity was reasonable under the circumstances. I am satisfied that through the installation of the hydro meter, the Landlord was fulfilling their maintenance responsibilities under s. 20(1) of the Act. Accordingly, I find that with respect to the provision of electricity to the unit, the Landlord did not breach their responsibilities pursuant to s. 21 of the Act.

Withheld the vital service of heat

20. The Tenant testified that on January 22, 2022, and from September 1, 2022 to October 5, 2022, there was no heat in his unit for most of the day and that it was cold in his unit. He stated that he never received any notifications from the Landlord that the heat would be turned off on these dates. He asserted that he is more sensitive to the cold as a result of his disability and that his potential injections are less effective in the cold. He stated that these issues elevated his stress levels. The Tenant testified further that he did not advise the Landlord of the lack of heat on these dates, nor did he take any temperature readings in his unit on these dates.
21. The Landlord's agent, Rozana Sinclair, testified that the Tenant never advised the Landlord of any heat problems in his unit, and therefore, she was unable to respond to his concerns. She explained that the Landlord has no indication of the heat in any given unit; therefore, any problems with insufficient heat in the unit would have to be reported by the Tenant for the Landlord to take action.

Analysis

22. On the basis of the evidence provided and on a balance of probabilities, I am not satisfied that the Landlord withheld the reasonable supply of heat, or deliberately interfered with the reasonable supply of heat on January 22, 2022, and from September 1, 2022 to October 5, 2022. The Tenant has the burden to prove that the Landlord failed to take action or deliberately did something that caused a disruption to this vital service; however, the Tenant did not establish this withholding or deliberate interference from the Landlord.
23. The Tenant failed to submit any unit temperature readings on the days of the alleged insufficient heat, and also did not advise the Landlord of the alleged insufficient heat. Without any awareness of a possible heat problem, the Landlord had no opportunity to

investigate and remedy the alleged issue. Under these circumstances, I am not satisfied that there was insufficient heat in the unit on January 22, 2022, and from September 1, 2022 to October 5, 2022, or that the Landlord was aware of any heat issues. Accordingly, with respect to the provision of heat, I find that the Landlord did not breach their responsibilities pursuant to s. 21 of the Act.

Substantial Interference

24. Section 22 of 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 substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

25. Section 8(3) of *Ontario Regulation 516/06* (the "Regulation") states that when making a determination of substantial interference:

- (a) the Board shall consider the effect of the carrying out of the work on the use of the rental unit or residential complex by the tenant or former tenant, and by members of the household of the tenant or former tenant; and
- (b) the Board shall not determine that an interference was substantial unless the carrying out of the work constituted an interference that was unreasonable in the circumstances with the use and enjoyment of the rental unit or residential complex by the tenant or former tenant, or by a member of the household of the tenant or former tenant.

Construction noises from building renovations

26. The Tenant testified that from February 2 to 16, 2022, on April 17, 2022, on June 7, 16, 23, 24 and 27, 2022, on September 23, 2022, and from November 1 to 24, 2022, there was significant construction noise from the Landlord completing renovations to the building. He asserted that this noise disrupted his living routine and increased his anxiety. The Tenant confirmed that the Landlord provided him with notification about the construction work being completed in February 2022; however, no notification was received about the work activity on April 17, 2022, Easter Sunday, one of his days of worship as a Christian, and no notice was provided for the work on September 23, 2022. The Tenant explained that on September 23, 2022, the noise was so alarming and loud that he almost fell while showering. The Tenant was unsure whether he received notices for the construction work in June and November 2022.

27. The Landlord's agent, Rozana Sinclair, testified that when a unit becomes vacant in the residential complex the Landlord often renovates the entire unit, and these renovations normally take one month. She stated that work is not completed on weekends unless it is an emergency, and she was not sure if any work was completed on Sunday April 17, 2022. She asserted that before these renovations begin, notices are posted throughout the building to advise all tenants about the renovations and possible noise. Ms. Sinclair

testified further that notices were posted, and units were regularly renovated, during the Tenant's complaints about noise from February 2022 to November 2022. She testified further that she never received a noise violation from the municipal by-law office, and that the Tenant never requested any accommodations for construction noise in the residential complex.

Analysis

28. Section 8 of *Ontario Regulation 516/06* (the 'Regulation') applies to any application alleging a breach of s. 22 of the Act where the interference complained of is a result of the landlord doing maintenance, repairs, or capital improvements. So the issue with respect to the construction noise from February 2022 to November 2022 is about the proper application of s. 8 of the Regulation to the facts.
29. On the basis of the evidence provided and on a balance of probabilities, I am satisfied that there was Landlord initiated construction in the residential complex on the dates as provided in paragraph 26. I am also satisfied that the Landlord posted notices of this construction activity throughout the residential complex, and that this construction noise that was both annoying and sometimes alarming to the Tenant.
30. However, I find that that the construction noise from February 2022 to November 2022 from the renovation of other units in the residential complex was appropriate and reasonable in the circumstances. I am satisfied that this noise was generated as a result of the Landlord fulfilling their maintenance obligations pursuant to s. 20(1) of the Act.
31. I find that the construction noise specifically on April 17, 2022, Easter Sunday, was also reasonable. I am satisfied, given the Landlord's policy of no construction on the weekends except for emergency work, that the construction noise on April 17, 2022, on a balance of probabilities, was the result of responding to an emergency, and therefore necessary and appropriate. I also accept that construction noise, with some restrictions, is permitted on Sundays in the City of Ottawa.
32. Accordingly, I find that pursuant to s. 8(3)(b) of the Regulation, the Landlord did not substantially interfere with the Tenant's reasonable enjoyment of his unit through the generation of construction noise, and therefore did not breach s. 22 of the Act.

Kitchen sink malfunction and kitchen repairs

Tenant's Evidence

33. The Tenant testified that on December 17, 2021, his kitchen sink backed up as a result of a lack of maintenance to the kitchen plumbing stack. He stated that he advised the Landlord immediately, and the Landlord responded immediately, but that it took the Landlord two days to repair it. The Tenant submitted an invoice of the repairs completed by the Landlord's plumbers. The Tenant asserted that during this time he had no access or use of his kitchen, the balcony door had to remain open for ventilation resulting in cold air in his unit, he missed home care services, and up to 8 contractors were in the unit during COVID to resolve the plumbing emergency.

34. The Tenant testified further that as a result of the sink malfunction, the kitchen was seriously damaged, and the cabinets, the countertop, and surrounding drywall needed to be repaired. He noted that some of his small appliances were also damaged. The Tenant submitted three photos of the damaged kitchen. He stated that the Landlord's slow response to repair the damaged kitchen disrupted his Christmas celebrations with his family who had travelled from out of town. The Tenant explained that on December 23, 2022, and on January 24, 2022, kitchen measurements were taken by the Landlord's contractors during COVID. He explained that his skin took three years to heal after all the kitchen repair commotion.
35. The Tenant remarked that the kitchen repairs were completed on March 1, 2022, less the backsplash, but the Landlord's contractors did not clean the kitchen properly, and therefore not being able to clean it himself, he could not use the kitchen until his cleaner had cleaned it on March 11, 2022. The Tenant submitted a copy of a receipt for his \$80.00 payment to his cleaner for cleaning services on March 11, 2022. The Tenant remarked further that during this time, on March 8, 2022, he was disrupted by a visit from the Landlord's plumber who advised him that there was no need for any plumbing work in the unit.
36. The Tenant testified that the kitchen was completely repaired on March 29, 2022, with the repair of the backsplash, but during this repair the contractors wore no masks for COVID mitigation, and he believes that his resulting illness was from his exposure to the contractors. He acknowledged that he did not ask the contractors to wear a mask, and that he never refused entry to any of the Landlord's contractors for the purpose of repairing the kitchen. The Tenant noted that the contractors on March 29, 2022 damaged the kitchen sink faucets. He advised the Landlord of this damage on April 4, 2022, but the faucets were not repaired until May 25, 2022. The Tenant acknowledged that the faucet damage was cosmetic in nature and that the faucets remained functional despite the damage. The Tenant submitted five photos of the damaged faucets.

Landlord's Evidence

37. The Landlord's agent, Rozana Sinclair, testified that on December 17, 2021, the Tenant's kitchen sink backed up as a result of a blockage in the main plumbing stack for the kitchen. She noted that the kitchen stack was repaired by December 18, 2021. The Landlord submitted an invoice from Cundell Plumbing and Heating Ltd, detailing the repair to the main kitchen stack. The agent remarked that there was damage to the kitchen cabinets, plumbing fixtures, drywall, trim, countertop, and backsplash, but she assessed that with temporary repairs completed, the kitchen was functional on December 19, 2021. The Landlord submitted a copy of the work order for the remaining kitchen repairs, to be completed on January 31, 2022.
38. Ms. Sinclair testified further that the kitchen drywall was completed on January 31, 2022. The Landlord submitted a copy of an invoice from A1 Painting and Drywall, dated February 25, 2022. She added that the remaining kitchen repairs, less the backsplash, were completed on March 1, 2022. The agent remarked that these repairs were being completed during the COVID pandemic, and during the pandemic there were delays in securing contractors and materials to complete the work. She explained that under normal circumstances, without a pandemic, procuring a new kitchen countertop takes four to six

weeks. Ms. Sinclair noted that she was aware of the Tenant's disability and avoided any unit work on Mondays and Fridays, as requested by the Tenant; however, these schedule restrictions further delayed the completion of the kitchen repairs.

39. Ms. Sinclair stated that she believed the kitchen was functional throughout the period of repairs, and the Tenant did not advise her otherwise. She acknowledged that the Tenant should not have permitted entry of any contractors to the unit if he was concerned about COVID transmission. She noted that the Landlord reimbursed the Tenant for the kitchen cleaning costs that he incurred.

Analysis – Substantial Interference from the Kitchen Sink Malfunction on December 17, 2021

40. The Tenant alleges that the Landlord's substantial interference to his reasonable enjoyment arises from the Landlord's failure to properly maintain the plumbing stack in the kitchen.
41. I accept that the kitchen sink backing up on December 17, 2021, significantly disrupted the Tenant's enjoyment of his rental unit; however, on the basis of the evidence provided and on a balance of probabilities, I am not satisfied that the sink backing up was the result of a lack of maintenance to the main plumbing stack in the kitchen. The Tenant did not establish, through sufficient evidence, that the Landlord's frequency of maintaining this plumbing stack, after less than four months of becoming the Landlord, resulted in a complete blockage of the kitchen stack that caused the sink to back up and damage the kitchen. Accordingly, with respect to the unit kitchen sink backing up on December 17, 2021, I find that the Landlord did not breach their responsibilities pursuant to s. 22 of the Act.

Analysis – Substantial Interference from the Landlord's Emergency Repairs to the Damaged Kitchen from December 17, 2021 to December 19, 2021

42. The Tenant alleges that the Landlord's substantial interference to his reasonable enjoyment arises from the Landlord's emergency repair to the kitchen immediately after the kitchen sink backed up on December 17, 2021. As such, in addition to s. 22 of the Act, s. 8 of *Ontario Regulation 516/06* (the "Regulation") applies.
43. On the basis of the evidence provided I am satisfied that the Landlord, within two days, resolved the kitchen sink back up issue; however, during this two-day period, the Tenant had no access or use of his kitchen, the balcony door had to remain open for ventilation resulting in cold air in his unit, he missed home care services, and up to 8 contractors were in the unit during COVID to resolve the plumbing emergency. I find that these disruptions interfered with the Tenant's reasonable enjoyment of his rental unit; however, given the nature of the emergency repairs, the disruptions were necessary and inevitable.
44. I therefore find that the interference to the Tenant caused by the Landlord fixing the main kitchen stack from December 17 to 19, 2021, was not unreasonable in the circumstances, and therefore not substantial pursuant to s. 8(3)(b) of the Regulation. Accordingly, I find that the Landlord did not breach their responsibilities pursuant to s. 22 of the Act.

Analysis – Substantial Interference from the Landlord’s Delayed Repairs to the Damaged Kitchen from December 19, 2021 to May 25, 2022

45. The Tenant also alleges that the Landlord’s substantial interference to his reasonable enjoyment arises from the Landlord’s delayed repairs to the damaged kitchen from December 19, 2021 to May 25, 2022, after the plumbing emergency was resolved. As such, in addition to s. 22 of the Act, s. 8 of the Regulation applies.
46. On the basis of the evidence provided, I am satisfied that the Landlord fully repaired the kitchen on March 29, 2022; however, damage to the kitchen faucets on March 29, 2022, was not repaired until May 25, 2022. I accept that during this period the damage to the kitchen and the Landlord’s delayed repairs to the kitchen disrupted the Tenant’s holiday celebrations, and presented additional COVID health risks to the Tenant with numerous contractors in the unit. However, this elevated COVID risk could have been mitigated by the Tenant denying unit access to contractors without a mask, an option the Tenant elected not to implement. The Tenant did not establish, through sufficient evidence, that the additional contractors in the unit caused him any adverse medical conditions. In addition, the Tenant did not establish, through sufficient evidence, that his full use of the kitchen had to be delayed until his specific cleaning contractor was available.
47. I find that the damage to the kitchen faucets from March 29, 2022 to May 25, 2022, was cosmetic in nature and did not materially affect the Tenant’s normal use and enjoyment of the rental unit.
48. I am satisfied that the delayed kitchen repairs from December 19, 2021 to March 29, 2022, interfered with the Tenant’s reasonable enjoyment of his rental unit; however, given that these repairs occurred over the holiday season, and were undertaken during the COVID pandemic, a period during which there were shortages of building materials and skilled workers, as well as delays imposed through adherence to government mandated COVID protocols, I find that the Landlord’s response in completing the repairs was appropriate and reasonable.
49. I therefore find that the interference to the Tenant caused by the Landlord repairing the damaged kitchen from December 19, 2021 to March 29, 2022, was not unreasonable in the circumstances, and therefore not substantial pursuant to s. 8(3)(b) of the Regulation. Accordingly, I find that the Landlord did not breach their responsibilities pursuant to s. 22 of the Act.

Hydro meter installation

50. The Tenant stated that the hydro meter installation for his unit was scheduled to take place on March 15, 2022, but no one ever attended his unit for the installation. He asserted that he needed to alter the schedule of his disability care to accommodate the installation, but the installation never took place on March 15, 2022. He stated that the work was completed a couple of months later on May 12, 2022, but the meter had to be upgraded on August 11, 2022, necessitating yet another disturbance. The Tenant acknowledged that notice was provided for all the hydro meter work. As provided in paragraph 17, the Tenant explained that on May 12, 2022, he was without electricity for approximately one hour, and without electricity his lift-chair does not function if he needs to get up. The Tenant

acknowledged that he did not need to use his lift chair during the period of the electrical outage during the hydro meter installation.

Analysis

51. The Tenant alleges that the Landlord's substantial interference to his reasonable enjoyment arises from the Landlord's multiple entries to his unit to complete the hydro meter installation, as well as the resulting one-hour loss of electricity on May 12, 2022. As such, in addition to s. 22 of the Act, s. 8 of *Ontario Regulation 516/06* (the "Regulation") applies.
52. On the basis of the evidence provided I am satisfied that the Landlord completed the hydro meter installation to fulfill their maintenance obligations pursuant to s. 20(1) of the Act. I accept that changing contractor schedules or parts availability may result in cancelled maintenance appointments, and often multiple appointments are required to complete an electrical installation. I find that the cancelled appointment and two unit entries interfered with the Tenant's reasonable enjoyment of his rental unit; however, I am satisfied that this maintenance activity and the resultant one hour loss of electricity was not unreasonable in the circumstances, and therefore not substantial pursuant to s. 8(3)(b) of the Regulation. The loss of hydro did not impact the Tenant's use of his lift chair. Accordingly, I find that the Landlord did not breach their responsibilities pursuant to s. 22 of the Act.

Air Conditioning

53. The Tenant testified that from May 4, 2022 to July 14, 2022 there was no air conditioning in his unit, and no notification from the Landlord that air conditioning would not be available. The Tenant asserted that he advised the Landlord about the issue on May 8, 2022. The Tenant explained that with warm temperatures in his unit there was greater swelling in his legs, and that this was uncomfortable. The Tenant stated that he did not record room temperature readings in his unit during this period.
54. The Landlord's agent, Rozana Sinclair, testified that there is no air conditioning in the residential complex from May to mid-June each year because the building's HVAC system produces either heat or air conditioning, but not both at the same time, and from May to mid-June the default setting is to provide heat. She added that it is possible, when the HVAC was converted from heat to air conditioning in mid-June 2022, that there may have been times from mid-June 2022 to mid-July 2022 that the chillers required maintenance, but the chillers would have been fixed within 24 or 48 hours.

Analysis

55. On the basis of the evidence provided, I am not satisfied that the absence of air conditioning in the residential complex substantially interfered with the Tenant's reasonable enjoyment of his unit. I find that air conditioning was not available in the residential complex and in the unit from May 4, 2022 to mid-June 2022, given that the vital service of heat was required during this period, and the provision of both heat and air conditioning at the same time has never been possible, as per the design of the residential

complex's HVAC system. The Landlord was obligated to provide heat during this period, pursuant to s. 21 of the Act, and s. 4 of *Ontario Regulation 516/06*.

56. The Tenant has the burden to prove that the temperature in the unit was sufficiently warm to substantially interfere with his reasonable enjoyment when air conditioning was required to be available from mid-June 2022 to July 14, 2022. The Tenant did not provide sufficient evidence, such as temperature readings, to establish any substantial interference by the Landlord. Accordingly, with respect to the provision of air conditioning in the unit from May 4, 2022 to July 14, 2022, I find that the Landlord did not breach their responsibilities pursuant to s. 22 of the Act.

Washroom Restrictions

Tenant's Evidence

57. The Tenant testified that on July 28, 2022, the superintendent advised him that a pipe broke in the residential complex, and that he could not use his toilet in the main washroom until the pipe is fixed on July 29, 2022. The Tenant remarked that given his disability, the toilet in the main washroom is the only one he can use in the unit. On July 29, 2022, the Tenant noted that he received conflicting information from the Landlord regarding whether he could use the main washroom toilet and shower. This caused him to shower later than planned, and as a result, he was late for a nursing appointment.
58. The Tenant remarked that on August 19, 2022, the Landlord's agent inspected the main washroom to ensure that there was no leak, but the water for the main bathroom was not turned back on until the next day. The Tenant added that he was further restricted from using the main washroom on August 23, 2022, when the Landlord replaced the bathroom's defective countertop and vanity, and on September 23, 2022, when the Landlord advised him that he could not flush the toilet in the main washroom for two hours.
59. The Tenant testified further, as provided in paragraph 12, that he had no hot water in the unit on the following dates in 2022: January 15, 22, 24, February 1, May 9, 16, June 15, 21, 28, July 11, September 30, October 1 to 4, 31, and November 1. He stated that the Landlord never notified him of these hot water outages, and that each outage lasted a few hours. The Tenant was not sure if he advised the Landlord of each outage. The Tenant noted that he normally showers before his home care appointments, and without hot water he was unable to shower before his appointments on May 16, 2022, and on July 11, 2022. The Tenant asserted that without hot water, his daily routine and home care appointments were disrupted, making it more difficult to cope with his disability and therefore elevating his anxiety. He acknowledged he sometimes showered for a brief duration with only cold water, but that this was uncomfortable.

Landlord's Evidence

60. The Landlord submitted a copy of a service report, dated August 21, 2022, identifying that the water had been restored to the main washroom of the unit on August 20, 2022. The Landlord's agent, Rozana Sinclair, testified that the main floor washroom vanity and countertop were replaced, and the washroom was painted, in September 2022, at the request of the Tenant and in accordance with City of Ottawa By-Law order

#202200743881, dated August 17, 2022. The Landlord submitted a copy of the bathroom work invoice from A1 Painting and Drywall Inc, dated June 30, 2022, as well as a copy of the municipal by-law order. Ms. Sinclair testified further that the drywall in the main floor washroom was repaired and the washroom was painted again in December 2022. The Landlord submitted a copy of the second bathroom work invoice from A1 Painting and Drywall Inc, dated November 30, 2022, as well as five photos, dated December 13, 2022, of the freshly painted and re-caulked washroom.

61. Ms. Sinclair stated further, as provided in paragraph 13, that when the Landlord purchased the residential complex on August 26, 2021, there were some mechanical issues with the aging boilers that caused some hot water disruptions; however, she did not recall ever receiving a complaint from the Tenant regarding a loss of hot water, or taking any action in the unit regarding a loss of hot water. She noted that if the Tenant had notified her or her staff about a loss of hot water, she would have considered it an emergency, and responded immediately.

Analysis – Main Washroom Use

62. The Tenant alleges that the Landlord's substantial interference to his reasonable enjoyment arises from the Landlord's:
- a. emergency repair of a broken pipe in the residential complex on July 28, 2022, resulting in no toilet use and restricted shower use in the main washroom for 24 hours;
 - b. inspection of the unit's main washroom on August 19, 2022, resulting in no water in the main washroom for 24 hours;
 - c. replacement of the unit's main washroom vanity and countertop on August 23, 2022, resulting in restricted washroom use; and
 - d. emergency repairs in the residential complex on September 23, 2022, resulting in no toilet use in the main washroom for 2 hours.
63. As such, in addition to s. 22 of the Act, s. 8 of *Ontario Regulation 516/06* (the "Regulation") applies.
64. On the basis of the evidence provided, I am satisfied that the washroom restrictions as listed in paragraph 62 above, were either the result of emergency building plumbing repairs that the Landlord was required to immediately perform, pursuant to s. 20(1) of the Act, or were the result of main washroom inspections and maintenance that the Landlord was obligated to perform under s. 20(1) of the Act. I accept that these main washroom disruptions interfered with the Tenant's reasonable enjoyment of his rental unit, particularly given his disability; however, given the nature of the emergency plumbing repairs, and the main washroom maintenance, as requested by the Tenant and ordered by the municipality, the disruptions were necessary and inevitable. On the basis of the evidence provided, I am not satisfied that the Tenant, for these temporary main washroom disruptions, could not have used the second washroom in the unit – albeit with some inconvenience.

65. I therefore find that the interference to the Tenant caused by the main washroom restrictions, as listed in paragraph 62, was not unreasonable in the circumstances, and therefore not substantial pursuant to s. 8(3)(b) of the Regulation. Accordingly, I find that the Landlord did not breach their responsibilities pursuant to s. 22 of the Act.

Analysis – Hot Water

66. On the basis of the evidence provided and on a balance of probabilities, I am not satisfied that the Landlord substantially interfered with the Tenant's reasonable enjoyment of his unit as a result of sporadic hot water disruptions in 2022. The Tenant has the burden to prove that the disruption occurred, that he notified the Landlord, that the Landlord failed to respond appropriately, and that the impact of the disruption was substantial.

67. I am satisfied that in 2022 the aging boilers of the residential complex caused sporadic and brief disruptions in the provision of hot water in the building, and that the Landlord was aware of this issue and was actively working to remedy the problem. I find that the Landlord's response to the disruptions of hot water in the residential complex was reasonable and appropriate.

68. However, I am not satisfied that when the Tenant encountered a loss of hot water in his unit, that he immediately notified the Landlord. I find that the Landlord was not aware of the specific alleged hot water disruptions in the unit, and therefore had no opportunity to remedy the issue. If the Landlord was not aware of the hot water disruption in the unit, and therefore not able to respond to the issue, it is not possible for the Landlord to have substantially interfered with the Tenant.

69. Furthermore, other than for the dates of May 16, 2022, and July 11, 2022, the Tenant failed to provide sufficient details regarding the specific impact of the alleged hot water disruption, and for the dates of May 16, 2022, and July 11, 2022, failed to prove that the alleged interference was substantial.

70. For the reasons provided in paragraphs 66 through 69, I find that the Landlord did not substantially interfere with the Tenant's reasonable enjoyment of the unit as a result of hot water disruptions in 2022. Accordingly, with respect to the provision of hot water to the unit, the Landlord did not breach s. 22 of the Act.

Duct Cleaning

71. The Tenant testified that on August 10, 2022, with notice, the Landlord's contractor entered his unit to perform duct cleaning, but this cleaning was not thorough and interfered with his home care appointment.

Analysis

72. The Tenant alleges that the Landlord's substantial interference to his reasonable enjoyment arises from the Landlord's completion of duct cleaning in the unit on August 10, 2022. As such, in addition to s. 22 of the Act, s. 8 of *Ontario Regulation 516/06* (the "Regulation") applies.

73. On the basis of the evidence provided, I am satisfied that the Landlord completed duct cleaning in the unit on August 10, 2022, to fulfill their maintenance obligations pursuant to s. 20(1) of the Act. I accept that the duct cleaning interfered with the Tenant's home care appointment; however, I am satisfied that this maintenance activity and the resultant disruption was not unreasonable in the circumstances, and therefore not substantial pursuant to s. 8(3)(b) of the Regulation. Accordingly, I find that the Landlord did not breach their responsibilities pursuant to s. 22 of the Act.

Access to the Residential Complex

74. The Tenant testified that on September 22, 2022, his buzzer entry system was not functioning, and he could not open the lobby door to allow his nurse to enter the residential complex. As a result, his nurse entered the building late, and his medical appointment was late.
75. The Landlord's agent, Rozana Sinclair, testified that she does not recall any problems with the building's buzzer entry system on September 22, 2022; however, any issue with the buzzer entry normally required only 24 or 48 hours to repair.

Analysis

76. On the basis of the evidence provided, I am not satisfied that the malfunctioning buzzer entry system on September 22, 2022, substantially interfered with the Tenant's reasonable enjoyment of the unit. The Tenant has the burden to prove that the disruption occurred, that he notified the Landlord, that the Landlord failed to respond appropriately, and that the impact of the disruption was substantial.
77. I am satisfied that on September 22, 2022, the unit's buzzer entry system to unlock the front lobby doors malfunctioned, resulting in a late entry for the Tenant's nurse. However, I am not satisfied that when the Tenant encountered this problem, that he immediately notified the Landlord. I find, on a balance of probabilities, that the Landlord was not aware of the unit's buzzer malfunction, and therefore had no opportunity to remedy the issue. If the Landlord was not aware of the buzzer malfunction in the unit, and therefore not able to respond to the issue, it is not possible for the Landlord to have substantially interfered with the Tenant.
78. I accept that the nurse's late entry to the unit interfered with the Tenant's reasonable enjoyment of the unit; however, the Tenant did not establish, with sufficient evidence, that this interference was substantial. I am satisfied that the appointment took place, despite starting late.
79. For the reasons provided in paragraphs 76 through 78, I find that the Landlord did not substantially interfere with the Tenant's reasonable enjoyment of the unit as a result of the unit's buzzer malfunction on September 22, 2022. Accordingly, with respect to the buzzer malfunction, the Landlord did not breach s. 22 of the Act.

Intercom System

80. The Tenant testified that on October 6, 2022, the intercom speaker in his unit was beeping loud throughout the morning, and the noise was very disruptive. He added that he tried to call the Landlord about the noise.
81. The Landlord's agent, Rozana Sinclair, testified that the beeping in the unit's intercom speaker on October 6, 2022, was a mandated and scheduled annual test of the building's fire alarm system. She noted that the Tenant never reported a problem to the Landlord about this test.

Analysis

82. The Tenant alleges that the Landlord's substantial interference to his reasonable enjoyment arises from the Landlord's completion of a fire alarm test for the residential complex on October 6, 2022. As such, in addition to s. 22 of the Act, s. 8 of *Ontario Regulation 516/06* (the "Regulation") applies.
83. On the basis of the evidence provided I am satisfied that the Landlord completed a mandatory and scheduled fire alarm test for the building on October 6, 2022, to fulfill their maintenance obligations pursuant to s. 20(1) of the Act. I accept that the fire alarm test was disruptive for the Tenant, and interfered with his enjoyment of his unit; however, I am satisfied that this maintenance activity to maintain fire safety was not unreasonable in the circumstances, and therefore not substantial pursuant to s. 8(3)(b) of the Regulation. Accordingly, I find that the Landlord did not breach their responsibilities pursuant to s. 22 of the Act.

Loud Door Knock

84. The Tenant testified that on November 23, 2022, the Landlord's agent knocked extremely loudly multiple times on the unit's front door.

Analysis

85. On the basis of the evidence provided, I am not satisfied that the loud door knocks on November 23, 2022, substantially interfered with the Tenant's reasonable enjoyment of his unit. The Tenant has the burden to prove that the disruption occurred, that he notified the Landlord, that the Landlord failed to respond appropriately, and that the impact of the disruption was substantial.
86. I am satisfied that multiple loud door knocks on the unit door on November 23, 2022, disrupted the Tenant. However, I am not satisfied that when this disruption occurred, that the Tenant immediately notified the Landlord. I find that the Landlord was not aware of the unit door knocks, and therefore had no opportunity to remedy the issue. If the Landlord was not aware of the knocking disruption, and therefore not able to respond to the issue, it is not possible for the Landlord to have substantially interfered with the Tenant. Furthermore, the Tenant did not establish, with sufficient evidence, that this interference was substantial.

87. For the reasons provided in paragraphs 85 and 86, I find that the Landlord did not substantially interfere with the Tenant's reasonable enjoyment of the unit as a result of the multiple unit door knocks on November 23, 2022. Accordingly, with respect to the door knocks, the Landlord did not breach s. 22 of the Act.

Consideration of all T2 Allegations

88. I have considered all of the Tenant's T2 allegations to determine, if in their totality, they collectively resulted in the Landlord substantially interfering with the Tenant's reasonable enjoyment of his unit. I am satisfied that the Tenant has a physical disability pursuant to s. 10(1)(a) of the *Ontario Human Rights Code*, the Landlord was aware of this disability, and the Landlord attempted to accommodate the Tenant during the performance of their maintenance obligations pursuant to s. 20(1) of the Act. The Landlord avoided maintenance and repairs in the unit on Mondays and Fridays to accommodate the Tenant's disability.
89. On the basis of the evidence provided, and considering the cumulative effect of the Landlord's conduct during the tenancy with respect to the physically disabled Tenant, I find that the Landlord did not breach the Landlord's responsibilities pursuant to s. 22 of the Act.

T2 Summary

90. The Tenant failed to establish that the Landlord withheld any vital services or substantially interfered with his reasonable enjoyment of the unit. However, the Tenant established that the Landlord illegally entered his unit on March 1, 2022. Accordingly, the Tenant's request for remedies will be considered pursuant to s. 31 of the Act.

T2 Remedies

91. The Tenant is seeking the following remedies regarding the Landlord's breaches, as provided in his original T2 application:
- a) a rent abatement of \$7,843.86 for the illegal entry and the period that the vital services were withheld, as well as the period of substantial interference; and
 - b) the Landlord must pay an administrative fine to the LTB.
92. As provided in paragraph 90, the Landlord only breached s. 25 of the Act with respect to the illegal entry on March 1, 2022. Therefore, only remedies related to this breach will be considered.
93. In determining the appropriate remedy, I must consider the Tenant's duty to mitigate his losses found in s. 16 of the Act.
94. I am satisfied that on March 1, 2022, the Tenant did not hear the Landlord's agents knocking on the unit door, but he asked them to leave when he was aware of their presence in the unit, and the agents then departed the unit. I am satisfied that the Tenant did all that he could to avoid the illegal entry. I therefore find that the Tenant complied with s. 16 of the Act.

Rent Abatement

95. The Tenant only proved one of the numerous allegations in his T2 application – the illegal entry on March 1, 2022. I therefore find that the Tenant's request for a rent abatement of \$7,843.86 is excessive. Specifically, for the illegal entry on March 1, 2022, the Tenant has requested a 100% rent abatement for one month, for a total of \$1,577.70. I also find this request to be excessive. A 100% rent abatement is appropriate where a tenant is unable to reside in the rental unit or the unit is effectively uninhabitable.
96. In this matter, I find that there was a single illegal entry for a very short duration with minimal disruption to the Tenant's normal ability to reside in the rental unit. Under these circumstances, I find that a 5% monthly rent abatement is both reasonable and appropriate. Accordingly, a rent abatement of \$78.89 is granted to the Tenant pursuant to s. 31(1)(c) of the Act.

Administrative Fine

97. An administrative fine is a remedy used by the Board to encourage compliance with the Act, and to deter a landlord from breaching the Act in the future, if other remedies will not provide adequate deterrence and compliance. In this matter, I am satisfied that the Landlord, in responding to the Tenant's T2 application, is sufficiently deterred from breaching s. 25 of the Act in the future. I find that an administrative fine is not required or appropriate to encourage the Landlord's compliance with the Act. Accordingly, the Tenant's request for the Board to issue an administrative fine to the Landlord, pursuant to s. 31(1)(d) of the Act, is denied.

T6 Application

98. On December 5, 2022, the Tenant filed a T6 application (T6) pursuant to s. 29(1) of the Act seeking a rent abatement of \$5,413.03, and that the Landlord complete repairs to the unit. The Tenant alleges that the Landlord failed to meet their maintenance obligations under the Act as follows:
- a) From August 26, 2021 to present, the Landlord has failed to provide semi-annual window cleaning of the residential complex;
 - b) From September 2021 to present, the Landlord has failed to repair the unit's ceiling, parquet flooring, and bathroom that has water and mold damage;
 - c) Delayed kitchen repairs when the kitchen sink backed up on December 17, 2021; and
 - d) Delayed kitchen sink faucet repairs when damaged by the Landlord's contractors on March 29, 2022.
99. Given the on-going nature of the alleged maintenance issues in paragraph 98 a) and b), and the occurrence date of the issues in paragraph 98 c) and d), I am satisfied that the Tenant filed this application within one-year of the date that the alleged conduct giving rise

to the application occurred. Accordingly, the Tenant's T6 complies with s. 29(2) of the Act, and the Tenant's allegations will be considered.

100. Section 20 of the Act holds the landlord 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.
101. In *Onyskiw v. CJM Property Management*, 2016 ONCA 477 (CanLII), the Court of Appeal determined that a contextual approach should be adopted when considering a landlord's potential breach of subsection 20(1) of the Act, and a breach will not be found if the landlord's response to a maintenance issue was reasonable 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.

Window Cleaning

102. The Tenant testified that the previous Landlord cleaned the windows of the unit semi-annually; however, the current Landlord, since August 26, 2021, has not cleaned the windows with this frequency, and they are dirty. The Tenant was unsure whether he advised the Landlord about the dirty windows, and he was unsure if his tenancy agreement dictated that the Landlord would clean the windows semi-annually.
103. The Landlord's agent, Rozana Sinclair, testified that the windows of the residential complex are cleaned annually by the Landlord. The Landlord submitted a copy of the tenancy agreement signed by the Tenant and the former landlord, dated December 6, 2012.

Analysis

104. On the basis of the evidence provided, I am satisfied that the unit windows were cleaned by the former landlord twice per year, and starting in August 2021, the windows were cleaned by the current Landlord once per year. I find that the tenancy agreement does not dictate the frequency of window cleaning that must be performed by the Landlord. The Tenant has the burden to prove that the windows were sufficiently dirty to require a response from the Landlord, that he notified the Landlord about the dirty windows, and that the Landlord failed to respond appropriately.
105. The Tenant did not establish with sufficient evidence that the unit windows were sufficiently dirty that they required cleaning by the Landlord more frequently than once per year. Furthermore, the Tenant did not establish that he advised the Landlord about the cleanliness of his windows. I therefore find that the Landlord was not aware of the Tenant's window cleanliness concerns, and had no reason to reconsider their window cleaning frequency. The Landlord can not be held responsible for a maintenance issue for which they have not received notice.
106. I do not accept that the window cleaning frequency by the former landlord obligates the current Landlord to clean the windows with the same frequency. As noted in paragraph 102, I find that the tenancy agreement does not dictate the frequency of window cleaning that must be performed by the Landlord. Therefore, the Landlord must clean the windows

at a frequency that satisfies the Landlord's maintenance obligations pursuant to s. 20(1) of the Act. The Tenant did not prove that the Landlord failed in this obligation.

107. For the reasons provided in paragraphs 104 through 106, with respect to cleaning the unit's windows, I find that the Landlord did not breach their maintenance obligations pursuant to s. 20(1) of the Act.

Ceiling

108. The Tenant testified that in September 2021 the unit's ceilings needed repair, noting that asbestos was crumbling from the "popcorn" ceiling. The Tenant stated that the Landlord repaired the ceilings in the winter of 2022.

Analysis

109. On the basis of the evidence provided, I am not satisfied that the Landlord breached their maintenance responsibilities with respect to their repair of the "popcorn" ceiling. The Tenant has the burden to prove that the ceiling required immediate repair, that he notified the Landlord, and that the Landlord failed to respond appropriately.
110. I am satisfied that the ceiling required repair and that the Landlord did not repair the ceiling immediately. However, I am not satisfied that the ceiling posed a hazard for the Tenant, either in its material composition or from falling ceiling debris. The Tenant did not establish, with sufficient evidence, that the ceiling was composed of asbestos, that material from the ceiling was falling to the ground, or that the ceiling damage was so extensive that it required an immediate repair. Under these circumstances, I find that the Landlord's delayed response in repairing the ceiling was reasonable and appropriate. Accordingly, I find that the Landlord did not breach their maintenance obligations pursuant to s. 20(1) of the Act.

Parquet Flooring

Tenant's Evidence

111. The Tenant testified that since September 2021, water damage to the parquet flooring in several areas of the unit posed a tripping hazard as a result of his disability. The Tenant submitted five photos from December 2024 of the damage to the parquet flooring. He stated that he notified the Landlord about this hazard in the fall of 2021, and the Landlord assessed the damage to the floor at that time. The Tenant stated further that the Landlord reassessed the floor in May 2022, but the floor still has not been fixed and remains a tripping hazard given his disability.
112. The Tenant testified further that on October 17, 2025, the City of Ottawa ordered the Landlord to repair or replace the parquet flooring where it is damaged, loose, or presents any other hazardous conditions. The Tenant submitted a copy of this By-Law order #202557146254. The Tenant explained that he needs to be accommodated for his disability with respect to the floor repair, to include: the use of a non-toxic finish; no dust generated during the repairs; and no disruption to his home care services. The Tenant

stated that he advised the Landlord about these requirements, and the Landlord is attempting to accommodate him, but so far there are no acceptable solutions.

Landlord's Evidence

113. The Landlord's agent, Rozana Sinclair, testified that during her time as the Landlord's Property Manager from February 2022 to September 2024, the parquet floor in the unit around the Tenant's mobility chair and a second area of the floor near one window, had become worn with the surface finish removed. She noted that the remaining floor in the unit was in good condition. She added that there were no missing pieces of the parquet floor, and that the worn areas of the floor were a cosmetic issue, not tripping hazards.
114. Ms. Sinclair testified further that the Landlord was prepared to refinish the floor, but this required the Tenant to temporarily vacate the unit given that all the furniture had to be removed, the floor had to be sanded causing significant dust, and the floor's new finish would smell for a few days. She asserted that she advised the Tenant of this requirement, but he was unwilling to vacate the unit, and therefore the repairs were not completed. The Landlord submitted a copy of a letter from the Tenant, dated June 19, 2023, with the Tenant asking to stay in the unit during the floor refinishing.
115. Ms. Sinclair stated that in 2022, the Tenant presented the Landlord with a quote from the Tenant's contractor to complete the parquet refinishing in his unit without dust or any smell. She remarked that she investigated this possibility with the Landlord's flooring contractor, and the Landlord's flooring contractor disputed the claim that the work could be completed without any dust or smell. The Landlord's agent asserted that with her nine years of property management experience with the Landlord, she trusted the advice of Landlord's dedicated and experienced flooring contractor more than the Tenant's contractor.
116. Ms. Sinclair added that in July 2023 the Tenant asked if a non-toxic varnish could be used to repair the floor. She stated that upon investigating the matter with the Landlord's flooring contractor, the contractor advised that a water-based solution to seal the floor would still have a smell. The agent noted that upon presenting this information to the Tenant, the Tenant preferred to speak with the Landlord's contractor directly, and declined to proceed with the work. The Landlord submitted copies of this email correspondence with the Tenant, dated from July 11, 2023 to August 3, 2023.
117. Ms. Sinclair stated further that on November 8, 2023, the Tenant acknowledged that the fumes from refinishing the floor would not permit him to stay in the unit, and suggested that finished parquet pieces from a vacant unit could be removed and placed in his unit, thereby eliminating the requirement to refinish his unit's entire parquet floor. Ms. Sinclair noted that the Landlord's flooring contractor dismissed this suggestion given that the glued in parquet pieces from another unit's floor would not be level and even with the surrounding floor, and would therefore have to be sanded and varnished to avoid any tripping hazards. The Landlord submitted a copy of an email from the Tenant, dated November 8, 2023, with this suggestion, and a copy of an email from the Landlord, dated November 13, 2023, with the Landlord's response.

118. Ms. Sinclair testified that the Tenant always told her that repairing the parquet floor had to be completed while he resided in the unit, and that at no time did the Tenant ever ask her to move to another unit or to move to alternate housing to complete the repairs.
119. The Landlord's agent, Varun Ravi, testified that he replaced Rozana Sinclair as the Property Manager (PM) for the residential complex in September 2024, and remained in this position until January 2026. Mr. Ravi stated that his staff assessed the wear and tear of the Tenant's parquet floor as a cosmetic issue, and not a tripping hazard. He added that he shared the same assessment based on photos of the floor.
120. Mr. Ravi acknowledged that he never spoke to the flooring contractor suggested by the Tenant in 2022, and that he never discussed moving the Tenant to another unit in the residential complex. Mr. Ravi explained that he believed the Tenant was resolute in his desire to remain in the unit during the flooring repairs, and the Tenant never offered to temporarily vacate the unit for the purpose of completing the flooring repairs. He noted that the completion of the parquet flooring repairs required the Tenant's cooperation.

Analysis

121. On the basis of the evidence provided, I am satisfied that the Landlord breached their maintenance responsibilities with respect to repairing the unit's parquet flooring. The Tenant has proven that the parquet floor requires repairing, that he notified the Landlord, and that the Landlord failed to respond appropriately.

Requirement to Repair

122. On the basis of the evidence provided, I am not satisfied that the unit's parquet floor required repair in September 2021. The Tenant did not establish, with sufficient evidence such as photos, that the floor in September 2021 was a tripping hazard, and that the visible wear and tear of the floor in isolated areas was anything more than cosmetic damage. City of Ottawa By-Law order #202200743881, issued August 17, 2022, did not order any flooring repairs after an inspection of the unit.
123. However, I am satisfied that the condition of the parquet floor continued to deteriorate from September 2021, and although the floor in 2022 complied with municipal housing and maintenance standards, it was no longer in a good state of repair. I am satisfied that in May 2022, before the Tenant filed this application on December 5, 2022, the Landlord coordinated actively with the Tenant in preparation to repair the parquet floor.
124. I find that, as the wear and tear of the floor increased in 2023 and beyond, the transition of walking from a portion of the parquet floor with finish on it, to a portion where the finish had been removed, could at some point pose a tripping hazard, especially for a person such as the Tenant with a physical disability that impairs mobility. Flooring wear and tear in two specific areas of the unit was illustrated in the Tenant's photos of the floor, dated December 2024. Parquet floor hazards in the unit were identified by City of Ottawa By-Law order #202557146254, issued October 17, 2025, that ordered the Landlord to fix the areas of the parquet floor that were in disrepair.

125. For the reasons provided in paragraphs 122, 123 and 124, I find that the parquet floor was in a state of disrepair in May 2022, but it was not a potential hazard to the Tenant until October 17, 2025, as identified in City of Ottawa By-Law order #202557146254, when some areas of the floor no longer complied with municipal housing and maintenance standards. For the period from May 2022 to October 16, 2025, the Tenant did not establish, with sufficient evidence, that the parquet floor was a tripping hazard and that the floor's wear and tear was anything other than cosmetic damage that was aesthetically displeasing.

Notification to the Landlord

126. On the basis of the evidence provided, I am satisfied that the Landlord was notified of the Tenant's concerns about the unit's parquet floor during an inspection of the unit in September 2021, and the Tenant continued to relay these concerns to the Landlord in 2022 through to 2025. I am satisfied that the Landlord received the City of Ottawa By-Law order #202557146254, issued October 17, 2025, ordering the Landlord to fix the areas of the parquet floor in the unit that were in disrepair and presented a hazard.

Landlord's Response

127. On the basis of the evidence provided, I am not satisfied, given the circumstances of the Tenant's physical disability, that the Landlord's response to the parquet floor disrepair was reasonable and appropriate.
128. I am satisfied that the Tenant requested accommodation for his disability with respect to the floor repair, to include: the use of a non-toxic finish; no dust generated during the repairs; no disruption to his home care services; and not vacating his unit during the repairs. I am satisfied that the Landlord was aware of the Tenant's physical disability, as well as the associated constraints to the completion of the floor repairs, and understood that a temporary move for the Tenant to complete the repairs would be difficult for the Tenant.
129. I find that from May 2022 onward the Landlord coordinated actively with the Tenant to complete the floor repairs, and investigated several proposals from the Tenant, to include a proposal from a flooring contractor selected by the Tenant, to permit the Tenant to reside in the unit during the repairs. I find that the Landlord dismissed these proposals based solely on advice from their dedicated flooring contractor.
130. I am satisfied that the Tenant refused to temporarily vacate the unit for the completion of the repairs, and did not ask the Landlord for another unit or alternate housing during the short duration of the proposed repairs. I accept that, without the requirement for a building permit to complete the repairs, the Landlord was unable to serve the Tenant an N13 Notice pursuant to s. 50(1)(c) of the Act, to compel the Tenant to temporarily vacate the unit. I therefore find that the Tenant's refusal to vacate the unit frustrated the ability of the Landlord to complete the repairs in a manner assessed solely by the Landlord's dedicated flooring contractor.
131. Under these difficult circumstances, as identified in paragraphs 127 through 130, I find that it was unreasonable for the Landlord not to coordinate directly with the Tenant's

selected flooring contractor, or to investigate more thoroughly with other specialized flooring contractors, in an effort to repair the parquet floor that both parties agreed was only in disrepair in a couple of isolated areas of the unit. Accordingly, with respect to the parquet floor repairs, I find that the Landlord breached their maintenance obligations pursuant to s. 20(1) of the Act.

Bathroom Repairs

132. The Tenant testified that in September 2021 he noticed some water damage and mold on the wall in the main bathroom of the unit. His cleaner could not remove the mold, so during a unit inspection in September 2021, he advised the Landlord. The Tenant stated that he advised the Landlord again on July 13, 2022, via email, about the ongoing mold issue. The Tenant submitted a copy of this email, as well as five photos of the mold sent to the Landlord via email on October 19, 2022. The Tenant remarked that the Landlord successfully removed the mold on November 30, 2022, and there have been no further mold issues in the bathroom since. The Tenant explained that he believed the mold was the result of poor ventilation in the bathroom from an inadequate fan.
133. The Landlord's agent, Rozana Sinclair, testified as provided in paragraph 60, that the main floor washroom vanity and countertop were replaced, and the washroom was painted, in September 2022, at the request of the Tenant and in accordance with City of Ottawa By-Law order #202200743881, dated August 17, 2022. The Landlord submitted a copy of the bathroom work invoice from A1 Painting and Drywall Inc, dated June 30, 2022, as well as a copy of the municipal by-law order. Ms. Sinclair testified further that the drywall in the main floor washroom was repaired and the washroom was painted again in December 2022. The Landlord submitted a copy of the second bathroom work invoice from A1 Painting and Drywall Inc, dated November 30, 2022, as well as five photos, dated December 13, 2022, of the freshly painted and re-caulked washroom.

Analysis

134. On the basis of the evidence provided, I am not satisfied that the Landlord breached their maintenance responsibilities with respect to their completion of repairs in the main washroom of the unit. The Tenant has the burden to prove that the washroom required repair in September 2021, that he notified the Landlord, and that the Landlord failed to respond appropriately.
135. I am not satisfied that the main floor washroom required any repairs in September 2021. The Tenant did not establish, with sufficient evidence such as photos, the extent of any alleged water damage, and that the alleged mold was indeed mold and not mildew. It was not until July 13, 2022, almost a year later, that the Tenant next notified the Landlord about the washroom repairs. I find that the Tenant's long delay in re-engaging the Landlord about the repairs, on a balance of probabilities, indicates that any requested repairs in September 2021 were for cosmetic reasons.
136. I am however satisfied that the main washroom required repairs on July 13, 2022, as established by the municipal by-law order to repair the washroom, dated August 17, 2022, as well as the Tenant's photos of the washroom submitted to the Landlord on October 19, 2022. I find that the Landlord responded to this disrepair in a reasonable and

appropriate manner by repairing and painting the washroom in September 2022, and completing further drywall repairs and repainting the washroom in December 2022.

137. For the reasons provided in paragraphs 134 through 136, with respect to the main washroom repairs, I find that the Landlord did not breach their maintenance obligations pursuant to s. 20(1) of the Act.

Kitchen Repairs

138. The Tenant's evidence is provided in paragraphs 33 through 36.
139. The Landlord's evidence is provided in paragraphs 37 through 39.

Analysis

140. As provided in paragraph 41, I am not satisfied that the kitchen sink backing up on December 17, 2021, was the result of a lack of maintenance to the main plumbing stack in the kitchen. The Tenant did not establish, through sufficient evidence, that the Landlord's frequency of maintaining this plumbing stack, after less than four months of becoming the Landlord, resulted in a complete blockage of the kitchen stack that caused the sink to back up and damage the kitchen. Accordingly, with respect to the unit kitchen sink backing up on December 17, 2021, I find that the Landlord did not breach their responsibilities pursuant to s. 20(1) of the Act.
141. On the basis of the evidence provided, I am not satisfied that the Landlord breached their maintenance responsibilities with respect to their repair of the kitchen from December 17, 2021 to March 29, 2022. The Tenant has the burden to prove that the kitchen required repair, that he notified the Landlord, and that the Landlord failed to respond appropriately.
142. I am satisfied that as a result of the kitchen sink backing up on December 17, 2021, the kitchen required extensive repairs. I am also satisfied that the Tenant notified the Landlord immediately of the required repairs, and the Landlord responded immediately by first resolving the plumbing emergency, and then repairing the significant damage to the kitchen. I am satisfied that the kitchen repairs were fully completed on March 29, 2022, 102 days after the plumbing emergency on December 17, 2021. I find that the kitchen was functional, with some minor limitations, from December 19, 2021 to the completion of the repairs.
143. I accept that the Landlord required approximately three and a half months to complete the repairs; however, given that these repairs occurred over the holiday season, and were undertaken during the COVID pandemic, a period during which there were shortages of building materials and skilled workers, as well as delays imposed through adherence to government mandated COVID protocols, I find that the Landlord's response in completing the repairs was appropriate and reasonable. Accordingly, with respect to the kitchen repairs, I find that the Landlord did not breach their responsibilities pursuant to s. 20(1) of the Act.

Kitchen Sink Faucet Repairs

144. The Tenant's evidence is provided in paragraph 36.

Analysis

145. On the basis of the evidence provided, I am not satisfied that the Landlord breached their maintenance responsibilities with respect to their repair of the kitchen sink faucets from April 4, 2022 to May 25, 2022. The Tenant has the burden to prove that the kitchen sink faucets required repair, that he notified the Landlord of the disrepair, and that the Landlord failed to respond appropriately.
146. I am satisfied that the Landlord's contractors damaged the kitchen sink faucets during their installation of the kitchen backsplash on March 29, 2022. I am also satisfied that the Tenant notified the Landlord of this damage on April 4, 2022, and that this damage was repaired by the Landlord on May 25, 2022 – 51 days later. I find that during this period the kitchen sink faucets were fully functional, and that the damage to the faucets was only cosmetic in nature.
147. I accept that the Landlord required almost two months to complete the faucet repairs; however, given that these repairs were requested for purely aesthetic reasons, and were undertaken during the COVID pandemic, a period during which there were shortages of building materials and skilled workers, as well as delays imposed through adherence to government mandated COVID protocols, I find that the Landlord's response in completing the repairs was appropriate and reasonable. Accordingly, with respect to the kitchen sink faucet repairs, I find that the Landlord did not breach their responsibilities pursuant to s. 20(1) of the Act.

T6 Summary

148. The Tenant established that the Landlord failed to meet their maintenance obligations under the Act by failing to repair the parquet flooring in the unit from May 2022 to March 12, 2026, the day of the hearing. Accordingly, the Tenant's request for remedies will be considered pursuant to s. 30 of the Act.

T6 Remedies

149. The Tenant is seeking the following remedies regarding the Landlord's maintenance breaches, as provided in his original T6 application:
- a) a rent abatement of \$5,413.03; and
 - b) the Landlord must complete the required repairs to the unit.
150. As provided in paragraph 148, the Landlord only breached s. 20(1) of the Act with respect to repairing the parquet flooring in the unit. Therefore, only remedies related to this breach will be considered.

151. In determining the appropriate remedy, I must apply s. 30(2) of the Act and consider whether the Tenant advised the Landlord of the alleged breach before applying to the Board, and the Tenant's duty to mitigate his losses found in s. 16 of the Act.
152. I am satisfied that the Landlord was notified of the Tenant's concerns about the unit's parquet floor during an inspection of the unit in September 2021, and the Tenant continued to relay these concerns to the Landlord in 2022, before applying to the Board on December 5, 2022. I therefore find that the Tenant complied with s. 30(2) of the Act.
153. I am also satisfied that throughout the period of the parquet flooring disrepair, the Tenant took the initiative to make suggestions to the Landlord on how the floor could be repaired to accommodate his physical disabilities, particularly his requirement not to vacate the unit during the repairs. I therefore find, given the circumstances of the Tenant's physical disability, that the Tenant complied with s. 16 of the Act.

Rent Abatement

154. The Tenant only proved one of the six allegations in his T6 application – the parquet floor disrepair and the Landlord's response to it. I therefore find that the Tenant's original request for a rent abatement of \$5,413.03 is excessive. Specifically, for the parquet floor disrepair the Tenant has requested a monthly rent abatement of 25% for the duration of the disrepair. I also find this request to be excessive. A 25% rent abatement is appropriate where there is substantial disruption to a tenant's ability to normally reside in the unit, and the maintenance deficiencies significantly affected the tenant's normal use and enjoyment of the rental unit.
155. In this matter, as provided in paragraphs 122 through 125, I find that from May 2022 to October 16, 2025, there were a couple of isolated areas of wear and tear damage to the unit's parquet floor that were aesthetically displeasing, but not a tripping hazard. I find that this minor damage to the floor minimally disrupted the Tenant's ability to normally reside in the rental unit, and did not materially affect the Tenant's normal use and enjoyment of the rental unit. I also find that in attempting to accommodate the Tenant's physical disability, the Landlord's ability to complete the repairs in a timely manner was compromised. Under these circumstances, I find that a 3% monthly rent abatement is both reasonable and appropriate. Accordingly, a rent abatement of \$2,042.58 for the period of May 1, 2022 to October 16, 2025, is granted to the Tenant pursuant to s. 30(1)2 of the Act.
156. In this matter, as provided in paragraphs 124 and 125, I find that from October 17, 2025 to March 12, 2026, the day of this hearing, some portions of the parquet floor no longer complied with municipal housing and maintenance standards, as identified in City of Ottawa By-Law order #202557146254, issued on October 17, 2025. I find that the damage to some areas of the floor during this period caused some disruption to the Tenant's ability to normally reside in the rental unit, and partially affected the Tenant's normal use and enjoyment of the rental unit by creating potential tripping hazards. Under these circumstances, I find that a 10% monthly rent abatement is both reasonable and appropriate. Accordingly, a rent abatement of \$831.69 for the period of October 17, 2025 to March 12, 2026, is granted to the Tenant pursuant to s. 30(1)2 of the Act.

157. Therefore, the total rent abatement granted to the Tenant for the parquet floor disrepair, for period from May 1, 2022 to March 12, 2026, is \$2,874.27.

Completion of Repairs

158. I find that completing the parquet floor repairs, while attempting to accommodate the Tenant's physical disability and unit vacancy constraints, requires more thorough investigation by the Landlord. The Landlord is therefore required, pursuant to s. 30(1)4 of the Act, to correspond directly with the Tenant's designated parquet flooring contractor to determine the feasibility of completing repairs to the unit's parquet floor without the Tenant vacating the unit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant for both applications is \$3,001.16. This amount represents:
 - \$2,953.16 for a rent abatement, inclusive of both applications; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 24, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 24, 2026, the Landlord will owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by April 25, 2026, the Tenant may recover this amount by deducting \$1,000.00 from the rent each month from May 2026 to July 2026, and \$1.16 in August 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. The Landlord shall, on or before May 15, 2026, correspond directly with the Tenant's designated parquet flooring contractor to determine the feasibility of completing repairs to the unit's parquet floor without the Tenant vacating the unit.

April 13, 2026
Date Issued

Frank Ebner
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.