



Order under Section 30, 31 Residential Tenancies Act, 2006

Citation: Hirst v Dhawan, 2026 ONLTB 24880

Date: 2026-04-07

File Number: LTB-T-086794-25

In the matter of: A, 176 KENNETH AVE
KITCHENER ON N2A1W2

Between: Erin Hirst Tenant

And

Monika Dhawan Landlord
Rajiv Dhawan

Erin Hirst (the 'Tenant') applied for an order determining that Monika Dhawan ('MD') and Rajiv Dhawan ('RD') (collectively, 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 and that the Landlord substantially interfered with her reasonable enjoyment, harassed the Tenant, and interfered with the supply of vital services.

This application was heard by videoconference on March 3, 2026.

The Landlord and the Tenant attended the hearing. The Tenant was represented by Barrett Beaudoin.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities some of the following allegations contained in the application.
2. Therefore, the Landlord must pay the Tenant 2,069.98.

Tenant's evidence

Hydro

3. The Tenant relied on document 7432520 in TOP.
4. She testified that Hydro and utilities were included in her rent based on an additional flat fee of \$125.00. She pays the Landlord \$1,550 a month which includes this flat fee. This

arrangement was previously confirmed by the Board in order LTB-L-090247-24. This order was issued in July 2025. It was never appealed or reviewed.

5. The Landlord failed to pay the Hydro account leading to Hydro being disconnected. This happened 8 to 9 times since 2021. The Tenant lost her fridge contents every time.
6. The most recent interruption took place on June 2, 2025 and this is the one raised in this application. The Tenant had to pay the full bill to have Hydro restored instead of paying \$125 to the Landlord.
7. The Tenant received a letter from the electricity provider, Enova.
8. Page 28 of the Tenant's document package contains proof of her payment of \$733.36 to Enova on June 6, 2025. The Tenant lost her food and was unable to enjoy her daily life without electricity. She has two children and their lives were seriously disrupted.
9. Page 29 of her document package contains a proof of her payment of \$288.62 to Enova on September 22, 2025.
10. Page 30 contains a copy of her proof of payment of \$125.00 on October 29th and page 31 contains proof of her payment of \$125 on December 23rd, 2025.
11. All bills are addressed to the Landlord.
12. She testified that she paid \$250 to Enova on February 23rd towards the total balance owing of some \$800. There is no proof of payment, but this evidence was uncontroverted.
13. She has a hard time confirming exact amounts owing to Enova because the bill is not in her name. She similarly does not get notified before her power is disconnected so she has simply been making payments.

Furnace and AC

14. The Tenant had issues with her AC and figured that the furnace would also not work. She communicated with various authorities about it. The Tenant claims that there is no air flowing through vents and the issue began around August 5, 2025. She testified that she immediately notified the Landlord of the issue but provided no corroborating evidence.
15. The Tenant filed many photos of temperature readings. She explained that she has an industrial thermometer intended to be used for a restaurant freezer. It has two sensors. One was placed in the kitchen, and one was in her bedroom. Pages 7 to 26 of her document package contain photos of thermometer readings between October 3, 2025 and January 2026. The thermostat is set to 22 but temperature readings are as low as 0 and often range in mid teens for the kitchen and 18-20 in the bedroom. The Tenant started using space heaters around November.
16. The Tenant hired an HVAC company. They attended at the property on January 27th, 2026, spent 2 hours at the property and provided a report that starts on page 37 of her document package.

17. Page 39 contains the following findings: "Tenant says the heat is not working well and has poor airflow. Furnace ran with one filter for 4 years, and for the last few years has had no filter. Visual inspection reveals a lot of rust, there is some on the blower wheel, on the cabinet, on the left of the inducer motor, and on the top of the furnace. The AC drain is leaking onto the top of the furnace. We inspected the furnace with an inspection camera. Found small rust spots all over the heat exchanger but no major cracks or holes. We found the evaporator coil is covered in dust which is restricting airflow Performed a combustion analysis on the flue gas, got 26 PPM. Temp rise is 47.7deg". [emphasis added]
18. Page 41 contains recommendations: "Furnace should always have a clean filter, as per manufacturers instructions it should not run without one. Evaporator coil needs to be cleaned and the furnace should have a maintenance done." I note that it does not recommend any specific or major repairs.
19. The Tenant testified that she alerted the Landlord to the issue as early as 2022. At that time, she heard unusual sounds from the furnace and figured that it needed to be looked at. She made an incredible statement that the furnace filter weighed 50 pounds due to dust build-up when it was removed. The 2022 application is still ongoing.
20. Page 63 contains a photo of the evaporator coil. According to the Tenant it shows that there is a complete wall of mold, mildew and debris in the furnace and only a small part can be penetrated by air flow. I do not find that the photo speaks for itself and not expert testified at the hearing.
21. The Tenant paid \$122.04 for the inspection. The invoice can be found on page 68 of her document package. It indicates that a friends and family discount was applied. She explained that this discount was given to her because she found the company through Facebook.
22. The Tenant called this technician after the Landlord called a technician on January 21st. She observed that the technician was only at the property for 15 minutes and expected their report to be inadequate as a result. She decided it was best to call her own expert.
23. The Tenant filed video evidence as well (documents 6814737, 6814740, 6814759, and 6814768). In these videos she tests the air flow by placing a napkin on a vent. The napkin does not move, which she argues, proves that there is no air flow. She also narrates the temperature readings. I note that her own narrations make me question the accuracy of her thermometer readings. She can be heard explaining that the house is warm while her thermometer shows 12 or 13 degrees as one of the two readings.
24. She explained that the Landlord also called a house inspector to attend at the property on October 31st. The inspector was there for approximately 45 minutes. He was not a qualified HVAC technician.
25. Document 6855261 contains a copy of the Landlord's inspection report. Some parts are reproduced below [emphasis added]:
 - Annual heating cooling insurance maintenance plan recommended. 2011 carrier installed Recommended tune up service technician call ,filter cap and filter missing , Floor and wall area around clean up remedy recommended , Noisy vibration sound

further review of safety test from technician recommended , At the time of inspection room temperature 20 C* thermostat set for 25 C*

- Basement. the heating furnace temperature in satisfactory, Furnace blower is functioning properly.
- Limitations Determining winter comfort with specific areas is beyond the scope of a visual inspection. The heat exchanger is concealed within the furnace and cannot be reviewed. Adequacy of air flow/cooling/heating performance not determined.

26. Document 7482700 is a report that resulted from the Landlord's technician's attendance in January 2026. The Tenant takes issue with the report because of how brief the inspection was and that the report itself does not indicate the furnace type, the writer's technician number or anything else of the sort. The technician did not leave a sticker on the furnace indicating that the furnace had been inspected. I agree.

Landlord's evidence

27. RD testified that he had the furnace inspected twice and no major issues were found. He asked to be informed if any actions were required and no major actions were recommended. He relies on documents 7482700, 7430087, and 7430078 which were generated by the inspector who attended in January 2026. I note that the inspection report itself is a simple unsigned letter with a visible artefact above the logo of "warmice heating and cooling". It differs greatly from what I usually see in similar applications. I will not give this report any weight for these reasons along with the issues the Tenant herself had highlighted.
28. RD testified that the basement was built with permits (7123688) and in accordance with all applicable laws and standards in 2022.
29. He paid \$352.57 to Enova on or about February 2, 2026. He says the Landlord has been paying the bills. He provided document 7430311 which is a screenshot of his utility account showing consumption of water and sewer. It is difficult to understand how this establishes that he paid Enova bills.
30. He testified about hiring an inspector. The inspector's report is addressed above. This was a top-notch inspector, and RD was never told to fix the furnace.
31. He testified that the Tenant raised some of these issues in LTB-L-054609-25. The Tenant's representative pointed out that the order was less than 30 days old and that the Tenant may consider requesting a review or otherwise challenging this order.
32. As of the date of writing this order file LTB-L-054609-25 has no record to indicate that it is being appealed or reviewed. It is now more than 30 days old.
33. Paragraph 34 of the order reads: "Although the Tenant alleged that the gas furnace provided inadequate heat and the Landlords were not paying the hydro bill, she admitted that there was heat in the unit and that she was paying the hydro bills and deducting that amount from the rent." This statement is made under the header of "relief from eviction", and I do not read it as a final determination of any issues that is raised in this application. It

appears to be intended to address potential mandatory relief from eviction under s. 83(3) of the Act.

34. The Landlord filed proof of payment of various other bills. These bills don't prove that Enova was paid but RD argues that an inference should be made from high utility usage that furnace was working adequately.
35. On cross-examination RD was questioned about his assertion that the inspections did not reveal any issues. He reiterated that even though the temperature was 20 while the thermostat was set to 25, the conclusions in the report was that no work needed to be done.
36. He was asked about the recommendation for a tune-up that can be found in the inspection report. RD argued that him sending a technician in January 2026 represented his attempt to tune up the furnace as recommended. He asked the inspector to fix anything that may have been wrong with the furnace and he was told that everything was fine. He was unable to explain how his corroborating videos show that a furnace is working adequately.
37. RD was questioned about Enova bills and asked to explain how paying other bills prove that he paid Enova. He did not provide a satisfactory reply. He claimed that he was unsure whether Enova was separate from Kitchener utilities. He said that MD has a better understanding of this issue as she is the one who pays utility bills.
38. MD provided a brief testimony about the bills. She explained that the Tenant started paying \$125 a month directly to Enova instead of paying it to the Landlord. The Landlord has therefore stopped paying Enova. There was never a disconnection that she was aware of.

Analysis and findings

39. This is the Tenant's application, and she bears the burden of proof in establishing her allegations on a balance of probabilities.
40. I find that she has established that it is more likely than not that the Landlord has failed to pay Enova and she has been paying Enova instead. The Landlord did not ultimately contradict this assertion, and her evidence was persuasive and well corroborated.
41. I also find that the power was discounted in June 2025. The Tenant provided credible testimony to this effect and said testimony was not challenged or undermined through cross-examination. The Landlord made a vague statement to the contrary and provided hearsay evidence that they may have been told that there was no disconnection. The Landlord's evidence on this point was weak and uncorroborated. The utility account is in the Landlord's name, and they are in the best position to provide proof of account status as any disconnection would have been reflected in the records. The Landlord failed to provide this evidence, and I draw a negative inference from the lack of this evidence.
42. I do not find that the Tenant established her allegations in relation to the HVAC system.
43. Her photographic evidence and testimony are inconsistent with her own narration in her videos. She states that the house is warm when the temperature reading is very low. The

“napkin” test is entirely unpersuasive Air flow may be weak or temporarily paused even if the heating system functions perfectly.

44. The Tenant’s own report does not corroborate the Tenant’s claim that the furnace has major issues or that there was almost no heat at all. A report containing minor recommendations is not unusual. If anything, it would be unusual for an HVAC technician *not* to recommend some further work even for a well functioning furnace. The Tenant has no real explanation for the Landlord’s inspection report other than to claim that the inspector is not an expert. I note that the Tenant called no experts to testify. She filed only one expert report that she obtained months after the alleged issues began and that does not corroborate the extent of the issues she claims even though it was made during the coldest time of the year.
45. The Tenant’s evidence adduced at the hearing does not contain any evidence that the Tenant notified the Landlord of the lack of heat. The Landlord clearly became aware at some point, but there is no record to establish when the Tenant brought the issue to the Landlord’s attention, or that the issue was raised again after the inspection in October 2025. There is no record to support her testimony that the Landlord was made aware of any AC issues. Even the Tenant’s own testimony was rather vague and contained no dates other than 2022.
46. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord’s maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
47. It was incumbent on the Tenant to notify the Landlord of the alleged issues and to lead evidence corroborating her testimony about notifying the Landlord at the hearing.
48. The Landlord’s evidence other than the inspection report of October 2025 was similarly unpersuasive but it is hard to prove a negative, i.e. that there was no issue with the heat, especially where is no record that the issue was brought to their attention after they inspected the rental unit in October 2025.
49. It would appear that the HVAC system was not working perfectly, but I do not find that the Tenant established that it is more likely than not that the heat or air conditioning were ever inadequate. If they were, I am unable to find that it is more likely than not that the Landlord ought to be held liable in accordance with *Onyskiw*.

Remedies

50. I find that the Tenant is entitled to an abatement of rent of \$500 for the impact the electricity disconnection had on her in June 2025. I accept her testimony that she had to throw out food and had to struggle to run her household when electricity was disconnected.
51. I also find that the Tenant is entitled to reimbursement of her payments to Enova totalling \$1,521.98 as set out above.

52. The Landlord should change Enova into their name but as the tenancy was terminated by the LTB in a final manner effective March 31, 2026 by order LTB-L-054609-25-HR, I find that it is not necessary for me to order the Landlord to do so.
53. I do not find that the Tenant established entitlement to any other remedies as she did not establish the corresponding claims of lack of heat/AC that would support entitlement to such remedies.
54. The Tenant incurred a cost of \$48.00 in filing this application and I find that she is entitled to a reimbursement of this cost as she was substantially successful.

It is ordered that:

1. The Landlord shall pay the Tenant is \$2,069.98. This amount represents:
 - \$500.00 for a rent abatement for June 2025,
 - \$1,521.98 for the reasonable out-of-pocket expenses that the Tenant has incurred.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 18, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 18, 2026, the Landlord will owe interest. This will be simple interest calculated from April 19, 2026 at 4.00% annually on the balance outstanding.

April 7, 2026
Date Issued

Vladimir Nikitin
Member, Landlord and Tenant Board

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