



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-081102-24

In the matter of: APT 2, 44 DUNLOP ST E
BARRIE ON L4M1A3

Between: Michael Richmond Tenant
Kelly Stacey

And

Brandon Clark Landlord

Michael Richmond and Kelly Stacey (the 'Tenant') applied for an order determining that Brandon Clark (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on March 5, 2026.

The Landlord and the Landlord's Legal Representative Teri Landriault and both named Tenants attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit or residential complex and did not fail to comply with health, safety, housing or maintenance standards.
3. The Tenant Michael Richmond testified at the hearing. He described the rental unit as an apartment in an older building which had been converted to residential use. The Tenants moved into the rental unit on October 17, 2017.

The Ceiling

4. The Tenant testified that there was dampness and staining on the ceiling of the bedroom and overtime this began to crumble and rip, and despite some attempts to repair and patch the ceiling over a number of months these repairs were unsuccessful.
5. He testified that he made the Landlord aware via text on February 2, 2024. The Tenant testified that no one attended the rental unit until February 12, 2024 when they were informed that a roofer would be attending to look at an issue of the outside of the unit. The Tenant testified that the ceiling was still damp and crumbling in March 2024, and in April the Landlord directed the Tenant to his handyman but when the Tenant tried to set up a repair he was met with radio silence until April 22, 2024.
6. The Tenant testified that on May 9, 2024, he was informed that a roofer had attended and patched the roof once again. The Tenant testified that the spot in the bedroom was patched at the end of May 2024.
7. The Tenant testified that in late June 2024 the roof was repaired and the contractors realised that the current roof had been laid overtop of an existing roof. The Tenant testified that on July 30, 2024, he followed up with the Landlord because the roof was still leaking and appeared to be unfinished, he testified that during this conversation the Landlord was unaware that the strapping work had not been completed.
8. The Tenant testified that the exterior work was completed on August 8, 2024.
9. He testified that that were provided with a dehumidifier for the ongoing dampness and were offered fans and a moisture sensor, but these were never provided.
10. The Tenant relied on a photo of the spot on the ceiling taken in September 2024 and testified that it grew and shrunk at various times. The Tenant testified that the dampness would appear when it rained.
11. The Tenant testified that the ceiling was finally repaired on October 18, 2024.
12. During cross examination when asked if the Landlord had provided 48 hours notice to enter the unit and patch the drywall and if he had declined, the Tenant indicated that he could not speak to that specifically but had asked the Landlord to return in October as that was when he had time off from work. The Tenant agreed that he wanted to be present when the Landlord attended, and agreed that this would cause some delay to repairs, but indicated that they would be minimal.
13. The Landlord relied on a series of text messages from the Tenant including a March 4, 2024 text indicating that there had been no leaks from the ceiling but that it appeared damp and crumbling, and a text on April 2, 2024 wherein the Tenant indicates that there have been no further problems with the damp spot. The Landlord also relied on an April 16, 2024 text which indicated that the ceiling was damp, but this had not been the case for weeks.
14. The Landlord also relied on texts from May 15, 2024 and August 9, 2024 indicating that the ceiling was dry.
15. The Landlord testified on September 26, 2024 he requested the Tenants provide him with a key to the rental unit as he had previously tried to work around the Tenant's schedule for

repairs which was difficult as the Tenant's always wanted additional notice. The Landlord texted that the Tenants informed him that they were out of town and would return the next week.

The Window

16. The Tenant testified that the locking mechanism from the window had become detached when the window was locked and it could not be opened. The Tenant testified that this occurred in 2023 and they made the Landlord aware in 2023. The Tenant testified that the Landlord informed him that the Landlord's handyman "Jake" would address the issue and source a part, however this never occurred and the window was not repaired until November 2024.
17. The Tenant testified that it sounded like multiple parts were ordered, and when they arrived, they would be the wrong part. The Tenant testified that the Landlord offered to break break the window in the summer months in order to repair it, but they did not want to proceed with this during the summer months due to heat.
18. The Landlord testified that the Tenant's first made him aware of the damaged window on April 6, 2204 via text, and that he had not been made aware prior to this date. He testified that when he tried to replace the window, he determined that the internal mechanism was broken and looked like it had been forced off, he testified that he did not understand how this could be accomplished without excessive force and that in his view the damaged was not regular wear and tear.
19. He testified that while the Tenant s had previously declined to allow him to beak the widow casing to repair the widow In June 2024 they did agree in October 2024. The Landlord testified that the window was subsequently repaired around November 1, 2024.

The Stove

20. The Tenant testified that the oven malfunctioned starting August 28, 2024. One of the elements would not turn off and if the stove was plugged in it would remain at maximum heat. The Tenant informed the Landlord when the ropable arose and were provided with the contact information for Mr. Appliance. The Tenant contacted them, and they attended and repaired the oven in September 6, 2024. The Landlord confirmed that he gave the Tenant's the contract information for Mr. Appliance on August 29, 2024 he testified that he did so because it was difficult to preform repairs for the Tenants as they always requested additional notice form him before he could attend the rental unit.

Analysis

21. 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.

22. In this case I am not satisfied that the Tenant has demonstrated that the Landlord breached their miniatous obligations. With respect to the oven, the Landlord provided the Tenants with contact information for an appliance repair service and the repair was coordinated and completed by September 6, 2024. I am satisfied that this is a reasonable repair timeframe and response time for the issue, and am satisfied that it was reasonable for the Landlord to instruct the Tenants to schedule the repair directly as he had had difficulty coordinating with them in the past.
23. With respect to the window, I am also satisfied that the Landlord responded reasonably. I am not satisfied that the Tenants have demonstrated that they made the Landlord aware of the issue in 2023. The Tenants testimony with respect to this issue was general, and I prefer the clear text message provided by the Landlord making him aware in April 2024.
24. I am also satisfied that the Landlord took reasonable steps to repair the window, including ordering multiple parts to complete the repair. While this may not have remedied the issue I am satisfied that it demonstrates that the Landlord was taking his obligations under the Act seriously by attempting to bring about a repair of the window. I also note that while the Landlord offered to perform the repair in June 2024 the Tenant's declined. While it may be reasonable for them to decline as the repair required the breaming of the window frame, and they did not want to do this during the summer heat, I am not satisfied that the Tenant is now able to claim that the Landlord did not act promptly in repairing the window, as the repair was offered months earlier and delinked. I also note that the repair occurred promptly after the Tenants indicated they were ready to proceed with it in October 2024.
25. With respect to the ceiling, I am also satisfied the Landlord acted reasonably. While the issue was first reported in Februray 2024 and the repairs were not complete until October 2024 I note that the messaging from the Tenants appears to have been mixed, with several texts indicating that there were no further problems with the ceiling ,or that it was dry. I am also satisfied that the Landlord made efforts to repair both the ceiling and the roof, including by patching the ceiling in May 2024 and having work performed on the exterior roof including in June and August 2024. I also note that in September 2024 proposed repair dates were declined by the Tenant and that it appears the Tenants wished to be present when any reaper was completed, which made it more challenging for the Landlord to coordinate and complete the repairs. Given that it is clear the Landlord has made ongoing efforts to repair the roof and ceiling, some of which were successful, and some of which appeared to have been delayed by the Tenant's and the roof was ultimately repaired in October 2024, I am satisfied that he Landlord acted reasonably in the circumstances when responding to the ceiling and roof.
26. Therefore, the Tenant's Application shall be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

April 13, 2026
Date Issued

Reid Jackson
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.