



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-036260-25

In the matter of: 12, 7 QUEEN ST W
CAMBRIDGE ON N3C1G2

Between: Shane Belair Tenant

And

Shaddi Fahal Landlord

The Tenant also applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the Residential Tenancies Act, 2006 (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on January 14, 2026.

Only the Tenant attended the hearing. The Tenant was represented by Steven Jackson.

As of 2:31pm, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,620.48 which shall be deducted from the rent for May – August 2026.
2. By way of background, the Tenant remains in possession of the rental unit as of the hearing date. The lawful monthly rent is \$506.13. This tenancy began in March 2014.
3. The residential complex is a building in which the Tenant's bachelor unit is located on top of a restaurant. The Tenant is the sole occupant of the rental unit.
4. The Tenant's T6 application was filed on May 2, 2025; pursuant to subsection 29(2) of the *Residential Tenancies Act, 2006* and the principles found at paragraph 9 of *Toronto Community Housing Corporation v. Allan Vlahovich*, 2010 ONSC 1686, the limitation period cannot extend beyond May 2, 2024 with respect to any remedy.

T6 APPLICATION

5. The Tenant's T6 application consists of the following claims: bathroom floor issue; door issue; kitchen floor tiles coming out; counter rotting; sink rotting; and sealing required in the bathroom to maintain a water barrier.
6. The Tenant confirms as of the hearing date, all the issues in his application have been resolved either by the Landlord performing the repairs or the City stepping in to do the repairs.
7. The Tenant testified that he brought the issues of the bathroom floor and door lock malfunction to the Landlord's attention on June 5, 2024 but the Landlord was not responsive. The Tenant describes the bathroom floor tiles coming off resulting in exposure of the flooring under the tiles to water and a potential tripping hazard. With respect to the door lock malfunction, the Tenant describes the issue as the locking mechanism jamming so that it is hard to close/open.
8. The Tenant submits at no point did the Landlord come out to investigate or attempt any repair. It was only when the Tenant made a complaint with the City on October 2, 2024 and an order to comply was issued that the Landlord "woke up." The Tenant testified, however, that both these issues were fixed by the City on December 11, 2024.
9. The Tenant testified that he also experienced issues in the kitchen with the tiling coming out, the countertop rotting and the area near the sink rotting. As well, sealing was required in the bathroom to maintain the water barrier. When he contacted the Landlord, the Landlord came and fixed the countertop and floor of the kitchen on November 25, 2024- over a month and a half after his initial complaint. The Landlord fixed the sealing on November 5, 2024.
10. The jurisprudence addressing section 20 of the Act holds that in determining whether the Landlord has breached its obligations the Board should consider whether the Landlord responded reasonably in the circumstances (*Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477). If a landlord does not complete necessary repairs in a timely and effective manner, then an abatement of rent may be awarded.
11. Based on the evidence before me, I find that the Tenant is entitled to some remedy as the Landlord failed to address the issues raised by the Tenant in a timely manner – there is no evidence before me that suggests the fixes were ineffective.

Remedies

12. As the repairs have been completed, the only remedy that remains on the Tenant's application is a rent abatement of \$2,962.74 for the inconvenience to the Tenant regarding the Landlord's failure to address his maintenance complaints. The Tenant seeks a 50% rent abatement for 12 months.
13. I am not inclined to award a rent abatement for twelve months when the issues that the Tenant complained of lasted seven months. I find it appropriate to award the Tenant \$1,572.48 which shall be deducted from the rent for May – July 2026 as the Tenant requests.

It is ordered that:

1. The total amount the Landlord owes the Tenant is \$1,620.48. This amount represents:
 - \$1,572.48 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Tenant is authorized to recover this amount by deducting \$506.13 from the rent for the months of May 2026, June 2026, July 2026 and \$54.09 from the rent for the month of August 2026.
3. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 10, 2026
Date Issued

Sonia Anwar-Ali
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.