



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Jordan v Sagals, 2026 ONLTB 28835

Date: 2026-04-07

File Number: LTB-T-070692-24-RV

In the matter of: 2, 58 PARKSIDE DR
BARRIE ON L4N1W9

Between: Victoria Joy Jordan Tenant
Peter Ament

And

Mihails Sagals Landlord

Review Order

Victoria Joy Jordan and Peter Ament (the 'Tenant') applied for an order determining that Mihails Sagals (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, and did not meet their maintenance obligations.

This application was resolved by order LTB-T-070692-24, issued on March 9, 2026

On April 2, 2026, the Landlord requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Reasons:

1. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings
2. The Member found that between July 21, 2024 and September 9, 2024, the Landlord failed to meet his obligation to repair a leak in the roof. After the leak was repaired on September 9, the Member also found that the Landlord failed to patch a hole in the ceiling resulting from the leak, until the Tenants vacated on May 1, 2025.
3. The Member awarded rent abatements of 20% from July 21 to September 9, and 15% from September 10 to May 1.
4. The Landlord requests a review, on three grounds.

5. First, the Landlord argues that the Member erred by failing to consider a term of the lease which provided that the Tenants were responsible for the first \$300.00 of repairs.
6. There is no merit to that argument. Section 20 of the *Residential Tenancies Act, 2006* (RTA) provides that the Landlord was responsible for maintenance. Section 4(1) provides that a lease provision that is inconsistent with the RTA is void. The lease provision requiring the Tenants to pay for maintenance was void, and the Member did not err by not giving effect to it.
7. Second, the Landlord argues that the Member erred by finding that, if the Landlord could not immediately repair the ceiling hole, he should have temporarily patched it. He argues that putting up a temporary patch would have contravened the Building Code and the terms of a building permit he had obtained.
8. The review request does not cite any provision of the Building Code. There is no basis on which I could conclude that the Code would have prohibited the Landlord from temporarily patching a hole. Similarly, the review request does not include a copy of the building permit, and I cannot conclude that the permit would have somehow prohibited a temporary patch prior to carry out the permitted work. The review request also does not indicate that the Landlord put the building permit into evidence or argued, at the hearing, that the Code or the permit would have prohibited a temporary patch.
9. On the evidence before her, the Member found that the Landlord could have installed a temporary patch and failed to do so. I am not satisfied that there is any error in the Member's finding.
10. Finally, the Landlord argues that the Member erred by awarding a rent abatement from February 1 through May 1, 2025. He argues that he served an N13 notice to terminate the tenancy effective January 31, 2025, that the Tenants ought to have vacated by that date, and that they were therefore not entitled to a rent abatement after that date.
11. There is no merit to the Landlord's argument. The N13 did not terminate the tenancy or require the Tenants to vacate. The Landlord was required to apply to the Landlord and Tenant Board (LTB) to terminate the tenancy, which he did. In order LTB-L-081282-24, the LTB ordered the Tenants to vacate by April 30, 2025. The Tenants were not required to vacate prior to that date.
12. LTB-L-081282-24 ordered the Tenants to pay compensation for their use of the unit until the date they vacated. They were entitled to an abatement for as long as they were paying for and living in the unit and the disrepair was unresolved. The Member did not err by ordering an abatement for the full period of the disrepair.
13. As I am not satisfied that the order contains a serious error, the review will be denied.

It is ordered that:

1. The request to review order LTB-T-070692-24 issued on is denied. The order is confirmed and remains unchanged.

April 7, 2026
Date Issued

Dale Whitmore
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.