



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-019703-26

In the matter of: Cottage 2, 55 Beck Street
Wasaga Beach On L9Z2K9

Between: Scot Smith Tenant

And

Syed Absar Landlord

Scot Smith (the 'Tenant') applied for an order determining that Syed Absar (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.

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 March 26, 2026.

Only Tenant attended the hearing.

As of 1:28p.m., 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. At the hearing, the Board raised a preliminary issue with respect to the Tenant's ground for harassment. The application did not contain sufficient details and particulars with respect to this claim. Accordingly, the Board determined the claim for harassment will not be considered.
2. The central issue pertaining to the Tenant's application is that there no heat and water in the rental unit. He claimed that the Landlord has withheld the reasonable supply of vital

services (heat and water) and this has substantially interfered with their reasonable enjoyment of the rental unit.

3. The Tenant also alleges that the Landlord failed their maintenance obligations under the Act by failing to remedy this issue. Subsection 20(1) of the Act is the relevant provision with respect to the Landlord's maintenance obligations. This section states that a landlord is 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. In *Onyskiw v CJM Property Management*, 2016 ONCA 477, the Ontario 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. A breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances.
4. As explained below, the Tenant has proved on a balance of probabilities the allegations contained in the application.
5. The Tenant testified that on November 1, 2025, he lost heat to the rental unit. He advised the Landlord of the issue the same day, and on the following day, the Landlord sent contractors to the rental unit to inspect the issue. The Tenant claimed that the contractor had advised him that he needed a part to fix the heat issue, and when the contractor left the rental unit, he did not return. The heat issue was not fixed. In early December 2025, the Landlord sent another contractor to inspect the issue, and it was determined that a motherboard needed to be replaced to repair the heat to the rental unit. The Tenant claimed that the contractor advised him that he had advised the Landlord of the issue.
6. The Tenant also testified that on December 9, 2025, he followed up with the Landlord with respect to the heat issue, to which the Landlord responded, "ill work on it". On February 23, 2026, he followed up again with the Landlord to which the Landlord responded, "stop harassing me." The Tenant advised the Landlord that the motherboard had not been repaired, to which the Landlord replied that the heat had already been repaired.
7. The Tenant testified that the lack of heat in the rental unit has substantially interfered with his reasonable enjoyment of the rental unit because he got sick several times due to the cold winter weather and had to run baseboard heaters which were not adequate in providing coverage to the entire rental unit. His position is that the Landlord is aware of the maintenance issue pertaining the heat and by not remedying the heat issue, the Landlord is either withholding or deliberately interfering with the reasonable supply of vital services.
8. With respect to the no water issue, the Tenant testified that on December 1, 2025, he noticed that there was no water coming to the rental unit because the plastic water pipes had frozen. He claimed the reason the plastic pipes had froze was because they were not buried deep underground. The Tenant notified the Landlord on the same day, to which the Landlord responded they will send a repair person to address the issue. The following week, a repair person attended the rental unit, and this person ran an extension cable to the underside of the rental unit and plugged a heater underneath the rental unit located outside. The Tenant claimed this did not remedy the issue as the heater broke due to extreme cold weather conditions. In mid December 2025, the Tenant informed the Landlord again of the issue, to which the Landlord sent another repair person to the rental unit, and they reinstalled another heater underneath the rental unit, located outside.

9. The Tenant claimed this did not remedy the water issue. He followed up again with the Landlord in December 2025, to which the Landlord advised they would send a contractor to repair the issue. No contractor showed up. On February 23, 2026, the Tenant followed up with the Landlord with respect to the water maintenance issue to which the Landlord responded, "ill look in it."
10. The Tenant claimed that the lack of water to the rental unit has substantially interfered with his reasonable enjoyment of the rental unit because he must get jugs of water from the store, or ask his neighbours, and is forced to take a bath by pouring water inside a pan and cleaning himself with a cloth.
11. He argued that none of the responses by the Landlord to the maintenance issues were satisfactory because he still does not have any water and heat to the rental unit as of the hearing date. His position is that the Landlord is aware of the maintenance issue pertaining the water and by not remedying the water issue, the Landlord is either withholding or deliberately interfering with the reasonable supply of vital services.
12. Based on the evidence adduced at the hearing, I am satisfied on balance of probabilities that the Landlord has breached their maintenance obligations. I accept the Tenant's uncontested evidence that he advised the Landlord several times of the maintenance issues (heat and water), and that their response to the issues was not reasonable because he still does not have any water and heat to the rental unit. It clear, the root cause of the maintenance issues have not been addressed, and the unit is not fit for habitation or is in a good state of repair. I take judicial notice of the fact that during winter season, the temperature can get to the minus range. Both these maintenance issues occurred during the winter season, and this has substantially interfered with his reasonable enjoyment with his rental unit. No heat inside the rental unit has significantly impacted his ability to stay warm. The Tenant is forced to take a bath from water inside a pan. Since the Landlord has been informed of these maintenance issues multiple times by the Tenant, I find the Landlord's failure to remedying these issues constitutes them withholding the reasonable supply of water.

Remedies

Rent Abatement

13. The Tenant sought a rent abatement in the amount of \$18,400.00 on their application.
14. An abatement is a contract law remedy that recognises the idea that a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for then he or she is entitled to an abatement that is proportional to the difference between what is being paid for and what is being received.
15. With respect to quantum of abatement the criteria the Board most commonly considers are related to the impact on a tenant.
16. The Tenant's lawful rent was \$2,300.00. At the hearing, the Tenant advised that he seeks 100% rent abatement in the amount \$11,500.00 from November 2025 till March 2026.

17. Based on the nature of the maintenance issues; the duration of the maintenance problems; and considering the impact on the Tenant, I find a reasonable abatement of the rent would be 75% of the rent charged from November 1, 2025, to March 26, 2026, calculated as follows:

- a) Rent of \$2,300.00 x 12 Months = \$27,600.00
- b) \$27,600 / 365 days in a year = \$75.62 per diem
- c) \$75.62 x 75% (rent abatement) = \$56.72 x 146 days = \$8,281.12

18. Accordingly, I will award the Tenant \$8,281.12 as rent abatement from November 1, 2025, to March 26, 2026.

Administrative Fine

19. The Board's *Interpretation Guideline 16* states the following regarding Administrative Fines:

An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligations.

[Emphasis Added]

20. While this guideline is not binding on me, I find it persuasive and see no reason to depart from it. The plain reading of the interpretation guideline suggests that both criteria of the Landlord showing a blatant disregard for the Act, and the lack of other remedies being available must both be met.

21. In the circumstances of this case, I am satisfied that the remedy noted above will provide adequate deterrence for the Landlord and ensure compliance. As such, no fine will be awarded.

Order to do repairs

22. The Tenant seeks an order that the Landlord shall repair the heat and water to the rental unit. In the circumstances of the case, I find this request to be appropriate. Both are a vital service, and the Landlord has an obligation under the Act to provide such services.

Filing Fee

23. The Tenant incurred costs of \$53.00 for filing the application and is entitled to reimbursement of those costs.

24. The total amount the Landlord shall pay to the Tenant is \$8,334.12 (\$8,281.12 + \$53.00).
25. This order contains all the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. On or before April 25, 2026, the Landlord shall pay the Tenant \$8,334.12. This amount represents the rent abatement for period from November 1, 2025, to March 26, 2026, and the costs of filing the application.
2. If the Landlord does not pay the Tenant the full amount owing by April 25, 2026, the Landlord will owe interest. This will be simple interest calculated from April 26, 2026, at 4.00% annually on the balance outstanding.
3. No later than April 20, 2026, the Landlord shall:
 - a) Ensure that they comply with their obligations to provide heat to the rental unit in accordance with subsections 4(1) and 4(2) of Ontario Regulation 516/06; and
 - b) Repair or replace the plumbing system to ensure that the Tenant has an adequate source of running water at the rental unit.
4. If the Landlord does not comply with paragraph 3(a) this Order, the Tenant is authorized to deduct 37.5% from their monthly rent beginning March 27, 2026, until the Landlord complies with paragraph 3(a).
5. If the Landlord does not comply with paragraph 3(b) this Order, the Tenant is authorized to deduct 37.5% from their monthly rent beginning March 27, 2026, until the Landlord complies with paragraph 3(b).

April 14, 2026
Date Issued

Inderdeep Padda
Member, Landlord and Tenant Board

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