



Order under Section 30 Residential Tenancies Act, 2006

Citation: Barata Malta da Silva v Properties Ltd., 2026 ONLTB 30247

Date: 2026-04-20

File Number: LTB-T-080272-24

In the matter of: 1101, 200 Roehampton Avenue
Toronto ON M4P1R8

Between: Lucas Barata Malta da Silva Tenant

And

North Edge Properties Ltd. Landlord

Lucas Barata Malta da Silva (the 'Tenant') applied for an order determining that North Edge Properties Ltd. (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. (T6 Application)
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. (T2 Application)

This application was heard by videoconference on April 8, 2026.

The Landlord's agent, Maria Fotiadis, the Landlord's Legal Representative, Geoff Paine, and the Tenant attended the hearing.

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. The Tenant brought two applications, a T6 application and a T2 application, arising from the same issue. The Tenant alleges that the Landlord failed to repair the kitchen cabinet doors and drawers in the unit and that this substantially interfered with the reasonable enjoyment of the rental unit by the Tenant and his household.
3. As both applications are based on the same facts and seek the same remedies, I have considered them together.

Tenant's Evidence:

4. The Tenant testified that the kitchen cabinet doors did not close properly and that the drawers did not slide properly, came off the tracks, or closed improperly. He relied on two videos dated October 29, 2025, and April 1, 2026, to show that the same problems continued over time. He testified that he complained by email in November 2024, that the Landlord inspected the unit, but that the issue was not resolved. He also testified that the condition affected the use of the kitchen because he could not properly store dry food in the cabinets and drawers.

Landlord's Evidence

5. The Landlord's evidence was given through Maria Fotiadis, the operations supervisor for the building. She testified that there had been an earlier Board order requiring the kitchen issue to be fixed by the end of August 2024, that the Tenant was credited \$248.00 on July 25, 2024, and that the repair work was completed on August 9, 2024. She said the contractor repaired or replaced drawer tracks and cabinet door hinges. She also testified that the Landlord later reinspected the unit on December 11, 2024, and October 24, 2025, and found the cabinet doors and drawers functional. The Landlord submitted an invoice, photographs, and videos from those later inspections. Ms. Fotiadis said the kitchen was being used normally and that there were no further work orders or maintenance requests in 2025 until the videos were sent on April 1, 2026.

Law and Analysis:

6. Based on the evidence before me, I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Residential Tenancies Act, 2006 (the 'Act') to repair or maintain the rental unit.
7. Section 20(1) of the Act states the following:

A landlord is responsible for providing and maintaining a residential complex, including the rental unit in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards

8. Section 22 of the Act states the following:

A landlord shall not at anytime during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

9. In this case, I am not satisfied that the Tenant proved an ongoing maintenance breach under section 20. The evidence before me is that the Landlord undertook repair work in August 2024, reattended the unit when the Tenant remained dissatisfied, and later inspected the kitchen in December 2024 and October 2025. The Landlord submitted an invoice for the repair work, photographs, and videos from later inspections. I accept Ms.

Fotiadis's evidence that there was no issue when she inspected the unit in December 2024 and October 2025. While the Tenant's videos show that some cabinet doors may not have closed flush and that some drawers may have required adjustment, I am not satisfied that this establishes that the kitchen was not in a good state of repair within the meaning of section 20 of the Act.

10. It is also significant that, although the Tenant continued to complain about the cabinet doors and drawers, he did not show the Landlord the later video evidence until April 1, 2026. The Landlord responded to the complaints, inspected the issue, and found no significant problem after the August 9, 2024, repairs. I therefore find that the Landlord responded to the complaints in a timely and effective manner and addressed them reasonably in the circumstances.
11. This conclusion is also consistent with *Onyskiw v. CJM Property Management Ltd., 2016 ONCA 477*. In that case, 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. Applying that approach here, I do not find that the existence of some continuing dissatisfaction with the cabinetry, on its own, establishes a breach. The relevant question is whether the Landlord responded reasonably to the complaint. On this record, I find that the Landlord did so.
12. I am also not satisfied that the Tenant proved substantial interference with reasonable enjoyment under section 22. The evidence establishes that the kitchen continued to be used throughout the relevant period. The evidence also shows that the doors may have bounced back slightly, but I do not find that this rose to the level of substantial interference. The impact described by the Tenant was minor. The Landlord's witness observed food and kitchen items stored in the cabinets and drawers, and the Tenant acknowledged that items were being stored there, although not in the manner he preferred. On the whole of the evidence, I find that the problem described by the Tenant amounted to inconvenience and dissatisfaction with the quality of the repair rather than a substantial interference with ordinary enjoyment.
13. I have considered all of the evidence and submissions. Although I have not referred to every piece of evidence individually, I have considered it in reaching my decision.
14. For these reasons, I find that the Tenant did not prove, on a balance of probabilities, that the Landlord breached section 20 or section 22 of the Act or that any of the remedies sought are warranted. The application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 20, 2026
Date Issued

Joy Xiao
 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.