



Order under Section 30 Residential Tenancies Act, 2006

Citation: MacDonald v Greis, 2026 ONLTB 31329

Date: 2026-04-17

File Number: LTB-T-024607-25

In the matter of: 6, 416 somerset street west
Ottawa ON K2P0K2

Between: Mason MacDonald Tenant

And

Younan Greis Landlord

Mason MacDonald (the 'Tenant') applied for an order determining that Younan Greis (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 April 1, 2026. Only the Tenant attended the hearing.

As of 2:34 p.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. As explained below, the Tenant proved on a balance of probabilities the allegations contained in the application. Therefore, the Tenant is entitled to be compensated by the Landlord in the amount ordered below.
2. The Tenant's application alleges that the Landlord failed to maintain and repair a total of 4 windows in the rental unit. A summary of their alleged disrepair is as follows:
 - the kitchen window, which slides vertically, will fall inward when mildly windy;
 - the two living room windows cannot remain open on their own and must be propped open; and
 - the bedroom window has a large crack.

3. It was the Tenant's evidence that he first notified the original landlord of the issues with the windows back in March of 2023. However, nothing was done and then the property was sold to the Landlord named in the application.
4. The Tenant testified to the issues with the windows as described in the application and provided photos and video evidence to support his testimony. The Tenant also testified to the inconveniences the windows caused him and how they impacted his ability to maintain the temperature and/or obtain fresh air in the rental unit.
5. The Tenant stated that he first notified the Landlord of the issues with the windows on July 10, 2024, by sending an email to the property manager. Thereafter, there was email correspondence sent between the parties with respect to inspecting and measuring the windows. A copy of the aforesaid correspondence was tendered as evidence.
6. The Tenant stated that contractors came and measured the windows a few times but replacement did not take place until sometime in mid August or September 2025 and only 3 of the 4 windows were replaced. In this regard, one of the living room windows still had not been replaced and the Tenant demonstrated during the hearing how the window could not stay open on its own and did not close properly.
7. Based on the uncontested evidence of the Tenant, I find on a balance of probabilities that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act by failing to maintain and/or repair the windows in the rental unit. All four windows were in a state of disrepair as three of the windows failed to function as intended and one of them was cracked significantly. It took the Landlord over a year to replace three out of the four windows that were damaged and one window was still in disrepair as of the date of the hearing. This is an unreasonable length of time.

Remedies

8. In the application, the Tenant requested a rent abatement in the amount of \$3,997.50. Under the calculations section, the Tenant wrote that the amount sought was the equivalent of 3 months rent since the repairs were put off for such a long time and greatly affected his ability to enjoy the rental unit, especially during the winter months.
9. At the hearing, the Tenant clarified that he was seeking a 25% rent abatement for the 12-month period prior to filing the application, which works out to be essentially the same total, give or take a few cents. This would make the period of abatement from March 24, 2024 to March 24, 2025.
10. In looking at the period of abatement requested, it was the Tenant's evidence that he did not advise the Landlord of the issues with the windows until July 10, 2024. As such, I find it would not be appropriate to order an abatement for the period of time before this date. In addition, not all issues of disrepair require a landlord to affect repairs immediately. As this was not an emergency situation, I find it would be reasonable to factor in 4-6 weeks time, or until the end of August 2024, for the Landlord or his property manager to retain a contractor, get the windows inspected and measured, have the windows ordered and have them installed.

11. In looking at the percentage of the rent abatement requested, a rent abatement is not be used as punishment for a landlord's conduct or inaction. Rather, it is compensation to the tenant for the inadequate state of repair and any inconvenience or actual loss of use of the rental unit or common facilities.
12. Based on my experience with similar cases and my review of other decisions of the Board, I find the rent abatement requested of 25% to be too high. That said, having considered the period of time during which the disrepair existed and the severity of same, I find a rent abatement of 10% to be appropriate in the circumstances.
13. For the reasons provided above, I find that the Tenant is entitled to a rent abatement of \$932.75, which is calculated as follows: monthly rent of \$1,332.50 x 10% = \$133.25 per month x 7 months (Sept 2024 to March 2025) = \$932.75.

It is ordered that:

1. The Landlord shall pay the Tenant is \$980.75. This amount represents:
 - \$932.75 for a rent abatement; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 28, 2026, the Landlord will owe interest. This will be simple interest calculated from April 29, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by April 28, 2026, the Tenant may recover this amount by deducting \$196.15 per month from the monthly rent, for a period of 5 months, commencing May 1, 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 17, 2026
Date Issued

Rachel Gibbons
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.