



## **Order under Section 30 Residential Tenancies Act, 2006**

**File Number:** LTB-T-077642-25

**In the matter of:** LOWER, 74 HARTZEL RD  
ST CATHARINES ON L2P1M8

**Between:** Aislin Vanderburgh  
Santoy Mckenly Tenants

**And**

Anthony McDowall Landlord

### T6 Application

Aislin Vanderburgh and Santoy Mckenly (the 'Tenant') applied for an order determining that Anthony McDowall (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.

### T2 Application

Aislin Vanderburgh and Santoy Mckenly (the 'Tenants') also applied for an order determining that Anthony McDowall (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.
  - withheld or interfered with their vital services or care services and meals in a care home.
- (T2 Application)

This application was scheduled for an Adjudicative Case Conference, and heard by videoconference on March 10, 2026.

Only the Tenant Aislin Vanderburgh attended the hearing.

As of 1:48 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:

### T2 and T6 Applications

1. The Tenants filed T2 and T6 applications that allege during the tenancy the Tenants did not have hot water in the rental unit, and that during the tenancy the stove was unusable.
2. The Tenants requested the same remedies in both applications specifically, a rent abatement of \$1,200.00, and reimbursement of out-of-pocket expenses for the cost of a water heater that was installed by the Tenants in the amount of \$440.87.
3. As explained below, the Tenants proved on a balance of probabilities the allegations contained in the application. Therefore, the Landlord shall pay to the Tenants \$1,688.69.

### *Tenants' Evidence*

4. The Tenants moved into the rental unit on August 1, 2025, and vacated on or around November 30, 2025. The Tenants' rent was \$1,200.00 per month.

### *Hot Water*

5. The Tenant Aislin Vanderburgh gave evidence that her partner moved into the rental unit first, and she moved from 5 hours away with her 10-year-old daughter a short time later. Immediately upon her partner moving in he discovered there was no hot water in the rental unit. The Tenant's evidence is that her partner called the Landlord multiple times in August, but when she and her daughter eventually moved in the need for hot water became more pressing.
6. The Tenant explained that there was no hot water from any of the taps in the rental unit and the kitchen sink would only get "lukewarm" water for approximately 1-2 minutes.
7. The Tenant testified that the Landlord never replied to any telephone calls or text messages and only attempted repairs after the Tenants contacted local by-law about the issue. The Tenant further testified that after the attempted repairs by-law returned to investigate and found that the water temperature had improved but only for a short duration.
8. The Tenant's evidence is that by-law wanted to follow up on their investigation, but the Tenants had vacated the rental unit by the time by-law had contacted them.
9. The Tenant submitted copies of letters sent to the Landlord in relation to the maintenance requests that reiterate the Tenants prior requests for the Landlord to complete repairs.

### *Stove*

10. The Tenant also testified that the stove never worked during their tenancy. The Tenant gave evidence that the Landlord was aware of the stove's disrepair before the Tenant's moved into the rental unit and made assurances that a new stove had been ordered however, a new stove never arrived.

11. The Tenant submitted a photograph of the stove showing a state of severe uncleanness with burners removed and at least one burner guard missing.

### Analysis

#### *T6 Application*

12. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), 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.
13. The Tenant's evidence is that the Landlord failed to respond to any calls or texts messages about either of the issues and only acted when local by-law became involved. The Tenant further testified that the stove was never repaired, and even after by-law's involvement the issue with hot water remained unresolved.
14. I am not satisfied that the steps taken by the Landlord were prompt, diligent, or reasonable in the circumstances and I accept the Tenant's uncontested testimony that the rental unit had inadequate hot water, and an inoperable stove that went unrepaired. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair or maintain the rental unit.

#### *T2 Application- Substantial Interference/Withheld or Interfered with Vital Services*

15. The lack of hot water would have posed challenges and more than minor inconveniences in accomplishing day to day tasks including showering and washing dishes. The lack of a stove prevents the Tenants from making meals in the rental unit.
16. Therefore, I am satisfied, on a balance of probabilities, that the lack of hot water and inoperable stove interfered with the Tenants' reasonable enjoyment of the rental unit.
17. I also find that the Landlord withheld a vital service (hot water) when they failed to reply to the Tenant's requests for maintenance. The Tenant's uncontested evidence is that there was no hot water in the rental unit upon taking possession, and the Landlord took no steps to address the issue until weeks later as a result of local by-law involvement.

### Remedies

18. The Tenants' applications seek a rent abatement of \$1,200.00 quantified as 50% of the rent for August and September 2025. Since the hot water and stove issues were ongoing for the duration of the tenancy, I find that a 25% abatement for both issues for the four months of the tenancy is appropriate.
19. Whether the abatement is ordered as a lump sum, or as a 25% abatement for the four months the Tenants lived in the rental unit ( $\$300.00 \times 4 = \$1,200.00$ ), the Tenant's request for an abatement of \$1,200.00 is appropriate in the circumstances.

20. The Tenant also requested reimbursement for out-of-pocket expenses in relation to the purchase of a water heater to remedy the hot water issues. A receipt was submitted at the hearing dated August 30, 2025, showing the Tenant's purchased a water heater at a cost of \$440.69.

21. The Landlord must pay the Tenants \$440.69 for this out-of-pocket expense.

22. The Tenants also requested the Landlord pay an administrative fine.

23. The Board's Interpretation Guideline 16: Administrative Fines provides:

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.

24. While the evidence shows a blatant disregard for the Act, given the short duration of the tenancy the other remedies should provide sufficient deterrence and compliance. Accordingly, no fine is ordered.

**It is ordered that:**

1. The Landlord shall pay to the Tenants \$1,688.69. This amount represents:
  - \$1,200.00 for a rent abatement;
  - \$440.69 for the reasonable out-of-pocket expense that the Tenants have incurred; and,
  - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by May 8, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by May 8, 2026, the Landlord will owe interest. This will be simple interest calculated from May 9, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**April 27, 2026**  
**Date Issued**

---

Kyle McGraw  
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.