



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

File Number: LTB-T-016787-25

In the matter of: 2, 31 SOUTHDAL AVE
KITCHENER ON N2M3V4

Between: James YOUNG Tenant

And

Daniel Baldwin Landlord

James YOUNG (the 'Tenant') applied for an order determining that Daniel Baldwin (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 19, 2026.

Only the Tenant attended the hearing.

As of 9:25am, 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 did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The Tenant testified that he moved into the rental unit 11 or 12 years ago, the unit is a one bedroom, one bathroom in a fourplex complex.
3. He testified that starting February 5, 2025 every time he flushed the toilet the water level would rise, and he would need to flush the toilet several times to remove the waste. He also testified that water would come out from around the bottom of the toilet, and he would have to put down 4 or 5 towels each time he used the toilet. He testified that this became progressively worse as the days went on.
4. He testified that he informed the Landlord on February 15, 2025. He testified that there was an empty unit beside his, and he informed the Landlord that he would use the bathroom in that unit, which the Landlord permitted.

5. He testified that the toilet was not repaired until March 5, 2025. He did not know why it took the Landlord this long to repair the toilet but testified that this was difficult to him as he is diabetic and takes diuretics and needs access to a bathroom.
6. He testified that the problem recurred sometime in November 2025, and he informed the Landlord's new property manager the same day. He testified that someone came in to repair the toilet that same day and this sort of fixed the problem and it now takes him two or three flushes to remove waste.
7. The Tenant testified that he did not want to be problematic and did not make the Landlord aware that the issue was ongoing and did not inform the Landlord that the toilet continued to be an issue. He also testified that on February 22, 2025, the Landlord had informed him that a repair of the toilet would require him to vacate the rental unit. The Tenant testified that he is concerned about being reconvicted and as he cannot afford to pay an increased rent.
8. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair the rental unit.
9. 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.
10. In this case while I am prepared to accept that the Tenant toilet in the rental unit is experiencing issues, and requires multiple flushes, the mere existence of a maintenance issue does not mean that the Landlord is in breach of their maintenance obligations as I must also consider whether it was reported to the Landlord, and their response.
11. In this case I am satisfied that the Landlord has responded reasonably in light of the information provided to them. The Landlord was first informed that the toilet was malfunctioning on February 16, 2025 and allowed the Tenant to use an alternate bathroom until the toilet was repaired on March 5, 2025.
12. I am also satisfied that the Landlord was made aware of a recurrence in November 2025 and dispatched someone to perform a repair the same day, which improved the toilet, while the Tenant now claims, and I am prepared to accept, that the issue is ongoing, it was the Tenant's own evidence that this was not reported to the Landlord. Therefore, as the Landlord was not made aware of the ongoing maintenance issue, they cannot reasonably be expected to have performed further repairs.
13. While I can accept that the Tenant was hesitant to report the ongoing issue out of a fear of reconviction, as the Tenant has not reported any further recurrence to the Landlord, I am not satisfied that it is appropriate to find the Landlord in breach of their maintenance obligations.
14. Therefore, the Tenant's Application shall be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

April 23, 2026
Date Issued

Reid Jackson
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.