



Order under Section 30 Residential Tenancies Act, 2006

Citation: Bell-Tate v Del Condominium Rentals, 2026 ONLTB 32757

Date: 2026-04-27

File Number: LTB-T-000504-25

In the matter of: 434, 380 MACPHERSON AVE
TORONTO ON M4V3E3

Between: Marissa Nicole Bell-Tate Tenant

And

Del Condominium Rentals
Lina Lee Landlords

Marissa Nicole Bell-Tate (the 'Tenant') applied for an order determining that Del Condominium Rentals and Lina Lee (the 'Landlords') failed to meet the Landlords' 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 12, 2026.

The Landlord Lina Lee and the Tenant attended the hearing. Edwin Sadasivam attended the hearing as agent for Del Condominium Rentals.

Determinations:

Preliminary Issue

1. The Tenant listed the Landlord parties as Lina Lee and "Del Condominium Rentals" in their T6 application. At the hearing, Edwin Sadasivam (ES) made submissions that Del Condominium rentals should be removed as a Landlord party.
2. The Act defines a landlord as,
"landlord" includes,
(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,
(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and

(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent; ("locateur") [Emphasis Added]

3. ES acknowledged that Del Condominium Rentals had the authority to permit occupancy and collected rent. ES also did not dispute that rent was paid to Del Condominium Rentals by the Tenant.
4. Based on the evidence before me, Del Condominium Rentals is a Landlord as defined in section 2 of the Act, and the request to be removed as a party to the application is denied.

T6 Application

5. As explained below, the Tenant proved on a balance of probabilities the allegation that the Landlord failed to repair shower tiles between August 2024 and January 2025.
6. Therefore, the Landlord shall pay to the Tenant \$1,001.72.

Tenant's Evidence

7. The Tenant testified that she moved into the rental unit in April 2021 and in August 2024 she discovered a shower tile had fallen off in the shower. The parties agreed that the Tenant first advised the Landlord about the issue on August 13, 2024.
8. The Tenant submitted photographs dated August 13, 2024, showing a small missing square tile in the shower. One of the photographs depicts a prior repair of the shower tiles with gobs of silicone visible in the repaired area. The Tenant made a work order request to have the tile repaired on August 27, 2024.
9. The Tenant also submitted copies of e-mails following up on her request for repairs dated October 4, October 22, November 5, and November 8, 2024.
10. An employee of Del Condominium Rentals replied to the Tenant's e-mail on October 4 and advised the Tenant that the owner had been contacted "multiple times" but the owner had not provided approval for the repair work to be completed.
11. Subsequent e-mails from Del Condominium Rentals dated October 22, 2024, November 6, 2024, and November 14, 2024, advises the Tenant that the Landlord has either not replied to correspondence or did not approve the required repair work.
12. The Tenant testified that an assessment of the bathroom tiles was eventually performed on November 20, 2024, but on December 30, 2024, the Landlord ultimately declined to proceed with repairs.
13. The Tenant vacated the rental unit on January 31, 2025.
14. The Tenant gave evidence that she had been involved in a car accident and was strongly motivated to have the shower repaired due to her injury. The Tenant testified that she had to use a chair and shower bench but had difficulty ensuring that the shower wall did not get wet in the area where the tiles required repair.

15. The Tenant clarified during cross-examination that there was initially one tile that fell out and the issue progressively got worse with more tiles falling off evidenced by photographs submitted at the hearing.

Landlord's Evidence

16. Lina Lee (LL) testified that issues with tiles in the shower was a recurring issue, and she had paid \$1,100.00 for a tile repair three months prior to the Tenant taking possession.
17. LL further testified that she did not understand why the issue with the tiles was happening again and wanted time to investigate. LL's evidence is that the Tenant had reached out multiple times about the issue, and it was "getting to be too much". LL testified that she did not have the "mental capacity" to deal with the issue.
18. LL gave evidence that the issue was repaired after the Tenant moved out of the rental unit at a cost of \$1,500.00.
19. LL acknowledged during cross examination that she did not approve the repair work and justified that her failure to perform an inspection of the issue was because the rental unit was occupied.

Analysis

20. The Tenant advised the Landlord that a shower tile had fallen out of the shower wall on August 13, 2024. The issue progressed to the point where approximately 7 shower tiles had fallen off the shower wall.
21. The Tenant diligently followed up with the Landlord and the Landlord did not complete the repair until after January 30, 2025.
22. 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.
23. The issue with the shower tiles was reported on August 13, 2024, and remained unresolved as of January 31, 2025. The Landlord testified that they wanted the opportunity to investigate the issue with shower tiles because of the previous repair that had been completed however, the evidence clearly shows that the Landlord took no steps to investigate the issue and actively prevented repairs from being completed.
24. In these circumstances, the Landlord did not act reasonably, promptly, or diligently in addressing the issue with the shower tiles. Accordingly, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit by failing to repair the shower tile that was reported on August 13, 2024.

Remedies

25. Despite determining that Del Condominium Rentals is a landlord the evidence before me is that any delay in completing repairs is attributable to Lina Lee. An agent is generally not responsible for the failings of their principal and therefore, I do not find that Del Condominium Rentals is liable to the Tenant for any compensation owed pursuant to this order.
26. The Tenant requested a rent abatement of 25% per month for each month the shower tiles went unrepaired. A rent abatement of 25% typically reflects a disruption to a Tenant's ability to normally reside in the rental unit. The Tenant did not testify that the issue affected her ability to normally reside in the rental unit or that the issue prevented her from using the shower.
27. The issue with the shower tiles was mostly cosmetic/aesthetic resulting in some minor inconvenience to the Tenant. I am not satisfied that a rent abatement of 25% is appropriate in the circumstances however, given the persistence of the issue and lack of repair, a rent abatement of 10% between August 2024 and January 2025 more appropriately reflects the severity of the issue and impact on the Tenant.
28. Therefore, I find that a rent abatement of \$953.72 is appropriate in the circumstances (\$158.95 x 6).

It is ordered that:

1. The Landlord Lina Lee shall pay the Tenant is \$1,001.72. This amount represents:
 - \$953.72 for a rent abatement for the period between August 2024 and January 2025;
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 8, 2026.
3. If the Landlord does not pay the Tenant 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 Tenant has 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.