



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-042535-25

In the matter of: 146, 6458 FINCH AVE W
ETOBICOKE ON M9V1T4

Between: Achom Roshan Singh Tenant

And

Pooja Joshi
Narendra Kumar Joshi
Bubs Joshi Landlords

Achom Roshan Singh (the 'Tenant') applied for an order determining that Pooja Joshi, Narendra Kumar Joshi and Bubs Joshi (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.

An Adjudicative Case Conference ("ACC") was held by videoconference on April 14, 2026.

Only the Tenant attended the ACC. As of 2:52 p.m., the Landlords were not present or represented at the ACC although properly served with notice of this ACC by the LTB.

Board records show that a Narendra Joshi emailed the Board on April 13, 2026 with a doctor's note dated April 10, 2026 indicating that Narendra Joshi would be away from work from April 11, 2026 to April 16, 2026. There is no mention of the symptoms Narendra Joshi was experiencing that would have prevented them from attending the ACC scheduled three days after the doctor visit. The Landlords did not request the Board to reschedule the ACC in advance of the ACC nor did the Landlords attend the ACC to request an adjournment. As a result, the ACC proceeded with only the Tenant's evidence.

Determinations:

1. For the reasons that follow, I am satisfied, on the balance of probabilities, that the Landlords failed to meet the Landlords' obligations under section 20(1) of the *Residential Tenancies Act, 2006* (the "Act") to repair or maintain the rental unit. Therefore, the Landlords must pay the Tenant \$3176.46 on or before May 10, 2026.
2. The Tenant testified that there was a leak in the bathroom on March 27, 2025. The Tenant informed the Landlords and a plumber came the same day. The plumber made a small

opening in the blockage and the toilet became functional. The plumber advised the parties that an air compressor was needed to clear the toilet clog.

3. The Tenant testified that there was a second leak in the bathroom on March 28, 2025. The plumber came again and advised the parties that they needed to utilize a camera to confirm what needed to be repaired. The Landlords did not want to pay for the repair and the toilet was temporarily fixed.
4. The Tenant testified that he returned home on April 20, 2025 to find the rental unit flooded. Fecal and sewage water flooded the bathroom and other areas of the rental unit. The Landlords told the Tenant to leave by April 30, 2025 and the Tenant vacated the rental unit by that date. Photographs of the rental unit on April 20, 2025 were submitted into evidence.
5. The Tenant testified that his wife's four wedding dresses were damaged permanently. Due to the material, the dresses could not be clean and were not salvageable. The Tenant testified that the dresses were custom made and provided invoices for the material and labour totaling 203500 rupee which converted to \$3037.31CAD.
6. The Tenant testified that the rental unit was uninhabitable on April 20, 2025 and he paid \$91.15 to stay in a hotel for the night. A copy of the receipt was submitted into evidence.
7. 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.
8. In this case and based on the uncontested evidence before the Board, I find that the Landlords were more likely than not aware of the plumbing issues and elected not to repair the clogged toilet or pipes properly and this resulted in the flood on April 20, 2025. Had the Landlords repaired the plumbing issue on March 27, 2025 or March 28, 2025, the April 20, 2025 flood would have been prevented. Therefore, the Landlords must pay the Tenant \$3037.31 for the costs to replace the damaged dresses and \$91.15 for the Tenant's hotel stay on April 20, 2025 because the Landlord did not repair or maintain the rental unit.
9. The Tenant requested the Board award \$40.00 for the Tenant's travel expenses to and from the rental unit to discuss settlement with the Landlords. As I informed the Tenant at the ACC, the remedy must flow from the breach. I do not find a correlation between the plumbing issue and the Tenant traveling back and forth to negotiate with the Landlords. As such, the request for these costs is dismissed.
10. As the Tenant is successful with the application, the Landlords will be ordered to pay the costs of filing the application in the amount of \$48.00.

It is ordered that:

1. The Landlords shall pay the Tenant is \$3176.46. This amount represents:

- \$91.15 for the reasonable out-of-pocket expenses that the Tenant has incurred.
 - \$3037.31 for the reasonable costs that the Tenant will incur to replace property that was damaged as a result of the Landlords' actions.
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by May 10, 2026.
 3. If the Landlords do not pay the Tenant the full amount owing by May 10, 2026, the Landlords will owe interest. This will be simple interest calculated from May 11, 2026 at 4.00% annually on the balance outstanding.

April 29, 2026
Date Issued

Vicky Liu
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.