



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-012608-25

In the matter of: 23 Donlamont Circle
Brampton ON L7A4T5

Between: Terence Brady Tenant

And

Mil Nzemba Landlord

Terence Brady (the 'Tenant') applied for an order determining that Mil Nzemba (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.

Only the Tenant attended the hearing.

As of 1:56pm, 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 following allegations contained in the application: That the Landlord failed to comply with the Landlord's maintenance obligations with respect to the hot water heater, the stove, and the garage of the rental unit.
2. Therefore, the Landlord must pay to the Tenant \$11,448.00.

The Limitation Period

3. The Tenant's Application contains several allegations. It alleges that the refrigerator failed August 19, 2020, and was repaired February 19, 2021. It also alleges that the washing machine was not working and was not repaired until June 1, 2023. It also alleges that the stove was partially functional and there were leaks and flooding in the garage and basement and the hot water heater was not functioning.
4. The Tenant's Application was filed on February 20, 2025. Therefore, the allegations related to the refrigerator and washing machine are outside the one-year limitation period established in the Act, and have not been considered.

The T6

5. The Tenant testified that he moved into the rental unit which is a three-bedroom townhouse, and vacated November 30, 2025.

The Water heater

6. The Tenant testified that the water heater was intermittently down, and was not functioning approximately 75% of the time, with stretches where it would not function at all, for example, the Tenant testified that from November 2024 to March 2025 the hot water heater was not functioning and provided no hot water.
7. He testified that he first made the Landlord aware of this issue in December 2022 and the Landlord informed him that he would reach out to reliance and schedule a repair, but did not do so, and no action was taken to repair the water heater.
8. The Tenant testified that the water tank was flashing a code, which indicated that there was a gas valve fault detected.
9. The Tenant testified that on November 22, 2025 at 12:00am the hot water tank exploded. He testified that the explosion terrified his children, and water went everywhere and damaged several boxes of books, clothing, and other possessions stored near the heater. He testified that it appeared the top of the tank had exploded and there was a hissing coming from the tank, there was also gas leaking from the tank which prompted him to call the fire department and evacuate the rental unit.
10. He testified that after the explosion was reported to the Landlord, they made no efforts to repair the tank, and he vacated November 30, 2025.

The Stove

11. The Tenant testified that starting from August 19, 2020 only two burners on the stove were functional. He testified that he reported this to the Landlord the same day it occurred, and the Landlord took no action to repair the stove.

The Garage Leak

12. The Tenant testified that there was a large damp spot in the ceiling of the garage every season when the snow melted. He testified that he first became aware of this in 2020 and made the Landlord aware of it immediately. He speculated that it was caused by snow melt each season as it would only occur when the snow melted. He testified that this would cause water to leak into the garage and damage anything stored there. The Tenant testified that the Landlord took no action to resolve this issue.

Analysis

13. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit.

14. 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.
15. In this case I am prepared to accept the Tenant's uncontested testimony that he made the Landlord aware of issues with the stove and garage in 2020 and made the Landlord aware of the problematic hot water heater in December 2022 and the Landlord took no action to address the Tenant's maintenance concerns. The Tenant also relied on a conversation histories between himself and the Landlord with respect to the water heater, and I am satisfied that the Tenant continued to follow up with the Landlord and raise the maintenance issues, requesting they be addressed.
16. As I have no concerns with respect to the reliability or credibility of the Tenant's testimony I am prepared to accept it with respect to the maintenance issues and the impact they had, and with respect to the Landlord's lack of action.
17. The Tenant suggested that in 2023 the Landlord informed him that he was not making enough money from the rental unit and proposed a rent increase which was turned down by the Tenant. The Tenant testified that he believed the Landlord refused to do any further maintenance in order to make the unit uninhabitable and encourage the Tenant to vacate. As the Landlord has not attended the hearing to provide testimony with respect to his failure to respond to the maintenance issues, I am satisfied that the Landlord has not responded reasonably under the circumstances, and is in breach of their maintenance obligations.

Remedies

18. The Tenant sought a rent abatement of \$12,000.00, which represents a 50% abatement for one year. I am satisfied that an abatement is appropriate and acknowledge that all three maintenance issues described by the Tenant were longstanding. However, I also note that the hot water heater was only intermittently non-functional, and the garage leak was seasonal. Therefore, I find that a 20% abatement is appropriate for the hot water heater, which left the Tenant without hot water for months, a 10% abatement is appropriate for the stove, and a 5% abatement is appropriate for the leak in the garage. Therefore, I find that a rent abatement of \$8,400.00 is appropriate in the circumstances.
19. The Tenant also sought general compensation, at the Board's discretion. I am satisfied that it is appropriate to order general compensation in this case. General compensation is intended to capture the intangible losses suffered by the Tenant for the Landlord's breach. In this case I am prepared to accept the Tenant's testimony with respect to the hardship suffered by himself and his family, in particular as it concerns the loss of hot water in the rental unit. The Tenant testified that he had 4 children who could not take cold water baths, including a newborn, and had to rely on the assistance of family and friends to bathe.
20. I also accept that the Tenant was forced to evacuate the unit at least temporarily after the hot water tank exploded, an experience which terrified his children.

21. In consideration of this I am satisfied that general damages of \$3,000.00 are appropriate to compensate the Tenant for their intangible losses.

It is ordered that:

1. The Landlord shall pay the Tenant is \$11,448.00 This amount represents:
 - \$8,400.00 for a rent abatement for the period ending November 30, 2025
 - \$3,000.00 for general compensation
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 4, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 4, 2026, the Landlord will owe interest. This will be simple interest calculated from May 5, 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 23, 2026
Date Issued

Reid Jackson
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.