



Order under Section 30 Residential Tenancies Act, 2006

Citation: Mansoori v Harrington Housing Inc, 2026 ONLTB 33032

Date: 2026-04-29

File Number: LTB-T-058655-25

In the matter of: 1502, 561 SHERBOURNE ST
TORONTO ON M4X0A1

Between: Ali Mansoori Tenant

And

Harrington Housing Inc Landlord

Ali Mansoori (the 'Tenant') applied for an order determining that Harrington Housing Inc (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 February 23, 2026.

Only the Tenant and their legal representative, Caleesis Telesh, attended the hearing.

As of 9:55 a.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. The Tenant's representative called all phone numbers available for the Landlord and their purported representative to advise of the hearing but received no response. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

T2/T6 Application Form

1. Some issues raised by the Tenant are not breaches of a maintenance obligation and are more properly characterized as an interference with reasonable enjoyment. However, the *Residential Tenancies Act, 2006*, (the 'Act'), does not prescribe the application forms to be used for tenant applications. The forms are, in effect, a tool of convenience. As the Tenant clearly sets out the allegations as they relate to these issues, the Landlord should

be aware of the allegations to respond to it and is not prejudiced by the claim proceeding. On the other hand, the limitation period for filing an application has passed, so the Tenant would be significantly prejudiced by a dismissal of the allegation and would be unable to re-submit on a T2 form. The requested remedies would be available under both section 20 (maintenance) and 22 (reasonable enjoyment) of the Act.

Decision

2. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: the Landlord breached the Tenant's privacy by disclosing personal information to third parties, failed to properly repair a drawer front, and failed to repair the hot water temperature regulation.
3. Therefore, the Landlord must pay the Tenant \$3,663.00. The Landlord shall ensure the hot water temperature in the rental unit is regulated in accordance with Building Code and associated regulations (e.g. O. Reg 23/04 7.6.5).
4. As explained below, the Tenant did not prove on a balance of probabilities the remaining allegations contained in the application.

Analysis

5. 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.
6. In this case the Tenant did not prove on a balance of probabilities that the Landlord was aware of all of the issues raised in the application. The Tenant advised the Landlord (or their agents) that they were concerned about mold in the bathroom, apportioning of cleaning tasks/schedule between roommates, items lost or stolen from his room, non-functioning dishwasher, missing/broken drawer front, and an injury caused by excessively hot water in the shower.
7. The oral and documentary evidence does not support a finding on a balance of probabilities that the Tenant notified the Landlord about concerns about the layout of the unit (including air conditioning and thermostat controls, light switch locations, and balcony access), or smoke and carbon monoxide alarms.
8. There is insufficient evidence before the Board to support a finding that the Landlord interfered with the Tenant's reasonable enjoyment of the rental unit by misrepresenting the unit or by harassing the Tenant.

Mold

9. An agent of the Landlord attended the rental unit to inspect the alleged mold in the bathroom. After the agent made a preliminary attempt to remove the offending material and planned to return with proper tools, the Tenant advised them it was not their duty to do this, and the Landlord should send someone professionally qualified. They declined the offered repair. Additionally, I am not satisfied that the offending material is mold which the Landlord is responsible for remediating, as opposed to mildew or similar which commonly forms in between tiles in a shower and is ordinarily removed through normal cleaning. Accordingly, no remedy is awarded for the allegation of mold.

Dishwasher

10. When the Tenant reported a problem with the dishwasher to the Landlord's agent, they advised someone would attend within two days. No further information was provided about whether or not anyone attended, what work was done, what the problem with the dishwasher was, or how the problem affected the Tenant. Accordingly, there is insufficient evidence on which to award a remedy for this allegation.

Missing Drawer Front

11. The front panel of a kitchen drawer was replaced multiple times by the Landlord, however there were many periods of time in which the front was missing and nails were exposed. No dates of reported problems or repairs were provided. I find on a balance of probabilities that the Landlord likely made some attempts to repair the problem, however as the repairs were frequently repeated it is likely they were done ineffectually. A missing drawer front is a relatively minor concern and as such a smaller remedy of \$100.00 is awarded for this allegation.

Hot water temperature regulation

12. On January 9, 2025 the Tenant suffered second and third degree burns over a large portion of his body after slipping and hitting his head in the shower. This supports a finding that the temperature of the hot water in the shower was not properly regulated as required by the Ontario Building Code and associated regulations, which require the maximum temperature of hot water supplied by fittings to fixtures in a residential occupancy to be limited to 49 degrees Celsius. (O.Reg. 23/04) These injuries required significant medical treatment and caused lasting pain, disability, and reduced ability to work. The evidence before the Board does not support a finding that the Landlord was aware of a concern that the water in the shower was too hot before this injury occurred. However, a text message from the Tenant to a legal representative of the Landlord on May 23, 2025 includes reference to the incident and resulting injury. The Landlord incorrectly advised the Tenant that the property management company, not the Landlord, was responsible and the Landlord has taken no action to correct the hot water temperature regulation. By failing to respond to a demonstrated safety risk and violation of the Building Code, the Landlord is in breach of their obligations under the Act. The absence of a safe shower has a significant impact on the Tenant. The Tenant is awarded a rent abatement of 25% from May 23, 2025 to the date of the hearing. (25% x \$1,340/month x 9 months = \$3,015.00). The

abatement shall continue until the hot water temperature regulation is repaired and functioning properly.

Cleaning schedule and missing/stolen items

13. The rental unit is a 2-bedroom unit which has been subdivided into four rental units, with each tenant occupying their own bedroom but sharing all other spaces. As a group, the tenants are responsible for keeping the shared spaces such as the kitchen and bathroom in a state of ordinary cleanliness. It is not the responsibility of the Landlord to assign specific tasks to individual tenants as the Tenant requests. When the Tenant reported personal possessions going missing and possibly being stolen by unknown persons, the Landlord correctly advised the Tenant to report the possible theft to the police. Accordingly, no remedy is awarded for these allegations.

Misrepresentation of Rental Unit

14. The evidence before the Board regarding a misrepresentation of the rental unit is minimal and does not support a finding that the Landlord interfered with the Tenant's reasonable enjoyment of the rental unit.

Harassment

15. The Tenant alleges that a series of text messages and other communications from the Landlord and a legal representative constitute attempts to harass and coerce him into ending the tenancy. The alleged harassment includes an assumption that the Tenant would be vacating the rental unit on March 31, 2025. Written communication submitted by the Tenant and referred to in evidence shows that the Tenant emailed the Landlord on March 7, 2025 to advise they would be moving out on March 21, 2025. This would logically form the basis for the Landlord's request on March 26, 2025 to confirm the intended termination date. While the Tenant may not enjoy text messages relating to unpaid rent, there is nothing inherently inappropriate about this type of message and nothing specifically inappropriate in the messages provided as evidence. When the Tenant advised the Landlord's agent that communication should be directed to their legal representative, the Landlord's agent requested the contact information. Subsequently the Landlord's agent advises the Tenant that they have not received any response from the Tenant's representative and have not received communication which the Tenant said would be forthcoming. No remedy is awarded for the alleged harassment.

Privacy Breach

16. On March 6, 2025 the Landlord's legal manager sent an email to the Tenant and multiple unrelated parties advising that rent had not been paid. The status of the Tenant's rent payments is personal information which should not be disclosed without a proper purpose. The disclosure of this information to unrelated parties for an unknown and therefore likely improper purpose, interfered with the Tenant's reasonable enjoyment of the rental unit. Based on my knowledge of similar cases before the Board, I find that a rent abatement of \$500.00 is appropriate for this violation.

Remedies

17. Therefore, I find that a rent abatement of \$3,615.00 is appropriate in the circumstances. This abatement covers the period ending February 23, 2026 and is calculated on a monthly rent of \$1,340.00. The Tenant is also entitled to an ongoing 25% rent abatement until the hot water temperature regulation is repaired.
18. The Tenant requested an order that the Landlord return the rental unit to a two-bedroom instead of a four-bedroom unit and return the living room to an earlier configuration. This would seemingly require other the removal of other roommates or tenants and is not within the Board's jurisdiction to order. Similarly, the Tenant's request that the Landlord be prohibited from re-renting the unit until certain conditions are met is not with the Board's jurisdiction.

It is ordered that:

1. The Landlord shall repair the hot water temperature regulation so that it complies with the Ontario Building Code and associated regulations.
2. If the Landlord does not do the repair by May 23, 2026, the Tenant is authorized to arrange for the repair to be done and may recover the cost of the repair by deducting the amount from the rent owing for the month(s) after the repair is done until there is no longer any money owing.
3. The Tenant is authorized to deduct 25% of the monthly rent until the repair is complete, beginning February 23, 2026.
4. The Landlord shall also pay the Tenant \$3,663.00. This amount represents:
 - \$3,615.00 for a rent abatement for the period ending February 23, 2026
 - \$48.00 for the cost of filing the application.
5. The Landlord shall pay the Tenant the full amount owing by May 10, 2026.
6. If the Landlord does not pay the Tenant the full amount owing by May 10, 2026, the Landlord will owe interest. This will be simple interest calculated from May 11, 2026 at 4.00% annually on the balance outstanding.
7. If the Landlord does not pay the Tenant the full amount owing by May 10, 2026, the Tenant may recover this amount by deducting the amount from the rent owing for the month of June 2026 and continuing until there is no balance owing.

8. The Landlord may apply the amount awarded in this application against any arrears which the Tenant is ordered to pay as a result of any other Board order.

April 29, 2026
Date Issued

Dawn Carr
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.