



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tam v Firestone, 2026 ONLTB 33786

Date: 2026-05-01

File Number: LTB-L-001260-26

In the matter of: 2, 610 Gerrard Street East
Toronto ON M4M1Y3

Between: Mon Tam Landlord

And

Michael Firestone Tenant

Mon Tam (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Firestone (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 9, 2026.

The Landlord, the Tenant and the Tenant's support person, Jason Firestone attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,731.37. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$56.92. This amount is calculated as follows: \$1,731.37 x 12, divided by 365 days.
5. The Tenant has paid \$5,303.19 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$6,816.40.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,731.37 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$43.13 is owing to the Tenant for the period from February 1, 2025 to April 9, 2026.
10. The Tenant asserted that he did not pay 4 months of rent as he believed that he was entitled to a significant monthly abatement based on the breaches by the Landlord of his obligations under the Act. As discussed below, the Tenant is entitled to a rent abatement which has reduced the entire arrears owing to the Landlord.

Tenant's Rights under Section 82 of the Act

11. The Landlord's application is being heard pursuant to section 69 of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") based on a notice given pursuant to section 59. This means that section 82 of the Act is applicable. Under section 82, the Tenant's claim is dealt with as part of the Landlord's application and there is no "application" that is filed by the Tenant pursuant to section 29(1) of the Act.
12. Rules 19.4 and 19.5 of the Board's *Rules of Procedure* provide for how a tenant is to assert his or her right under section 82. The Tenant complied with the Board's rules and his complaints relate to the Landlord's maintenance issues. Subsection 20(1) of the Act provides "A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards."
13. Abatement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be getting 100% of what you are paying for and if you are not getting that, then a tenant should be entitled to abatement equal to the difference in value.
14. The Tenant testified that he rents the entire 3 bedroom rental unit and rents out the other two bedrooms to assist him financially with the rent. The Tenant stated that he has been dealing with a leaking roof since 2021 and that the Landlord has only made shoddy repairs of the second bedroom, known as Room#2. The second bedroom is one of the rooms that the Tenant normally rents out to other tenants.
15. The Tenant provided pictures of the apparent work completed by the Landlord in order to deal with the leak in the ceiling in Room#2. The ceiling had water stains and showed uneven mudding of the ceiling. This picture was taken in late 2024. The Tenant also provided a picture taken in January of 2025 where the door frame is showing a leak and the frame is warped due to the moisture in the ceiling and surrounding area. The Tenant stated that he continuously requested that the Landlord fix the leak in Room #2 as he was not able to rent that room out with a water leak.
16. The Tenant provided pictures taken on March 5, 2025 where a large section of the bedroom ceiling had collapsed with sheets, towels and a 2 x 4 falling out of the gaping hole. The Tenant explained that the Landlord had stuffed things up in the ceiling in an

attempt to rectify the leak. The Tenant had to collect the water in buckets and a garbage can and he had to clean up the mess himself.

17. Despite the Landlord being aware of the large hole in Room #2 at the beginning of March of 2025, the Landlord had contractors attend to address the repair on May 1 and May 4, 2025. The contractors addressed the damage to the ceiling in the bedroom but did not fix the roof until July 31, 2025 and August 1, 2025. The Tenant understood that the Landlord had roof contractors apply a second, protective coat on the roof on those two dates.
18. The Tenant testified that he has not been able to rent out Room#2 for several months in 2024 and from January 1, 2025 to August of 2025 which caused him to be unable to pay his full rent to the Landlord. He stated that he has been dealing with leaking in that bedroom since 2021 but it got much worse in January of 2025. He further stated that prior to 2021, the Landlord had been providing him with some abatement of rent due to the ceiling leak.
19. The Tenant is seeking abatement of rent equal to the amount of rent that is outstanding which is \$6,925.48 or 4 months' rent.
20. The Landlord responded that he has always maintained the rental unit in good repair and that each time there was a leak, he addressed it right away. He confirmed that the roof was repaired by August 1, 2025.
21. Based on the evidence, I am satisfied that the Tenant was entitled to a rent abatement from October of 2024 through July of 2025, a 10-month period due to the consistent leak in Room#2. It was uncontested that the rental unit has been subject to water ingress in Room#2 for a number of years. Further, the pictures dated March 5, 2025 show that the Landlord had been "stuffing" sheets and towels into the ceiling in an attempt to fix the leaking into that room. I am satisfied that the Landlord did not maintain the rental unit in a good state of repair and thus that breach entitles the Tenant to a substantial abatement.
22. I am satisfied that the water ingress resulted in disruption to the Tenant's ability to normally reside in the rental unit. Further, the Tenant was unable to rent out Room#2 for that 10-month period which caused his financial situation to be strained.
23. I am ordering a 33% abatement for the period from October of 2024 through February of 2025 when the leak in the ceiling was consistent. This is calculated as 5 months of $\$571.35 = \$2,856.75$. I am ordering a 50% abatement for the period from March of 2025 through July of 2025 when the ceiling collapsed due to the water ingress. This is calculated as 5 months of $\$865.69 = \$4,328.45$. Although this abatement totals $\$7,185.52$, I am setting the total abatement at 4 months of rent which is $\$6,925.48$. As such, the Tenant's abatement is equal to the outstanding rental arrears.

L2-N5

24. On December 13, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date alleging damage to the rental unit. The notice of termination contains the following allegations: Tenant used space heaters instead of existing baseboard heating that caused main fuse to blow. Electrician advised tenant not to use space heaters. Parts and labour cost was \$463.75.

25. The Landlord provided a copy of an electrical invoice dated December 10, 2025 in the amount of \$463.75 alleging that the Tenant's space heaters had caused the fuse to blow. He stated that the electrician noted that the Tenant was using space heaters rather than using the baseboard heaters in the rental unit. The electrician suspected that the Tenant's space heaters caused the blown fuse.
26. The Landlord did not provide any evidence to prove that the Tenant was using defective or dangerous space heaters which may have caused a blown fuse. The invoice simply stated that the electrician advised the Tenant to use the baseboard heaters rather than the space heaters.
27. The Tenant responded that he received an email from the Landlord on December 16, 2025 that provided safety tips for people who were using space heaters in their homes. The Tenant stated that he is not prohibited from using space heaters in his apartment and the heaters that he used were not defective.
28. I am not satisfied that the Tenant caused any damage to the rental unit with his use of space heaters and as such, this claim is dismissed.
29. As the calculated rental arrears of \$6,925.48 have been eliminated by the Tenant's rental abatement of \$6,925.48, the tenancy between the parties continues.

It is ordered that:

1. The rental arrears have been calculated as \$6,925.48 and the Tenant's abatement has been calculated as \$6,925.48. As such, there are no rental arrears stemming from this L1 application and the Tenant's abatement has been resolved.
2. The L2 application is dismissed as the Landlord did not prove his damage claim.
3. The Tenant shall pay the application fee of \$186.00 to the Landlord by May 12, 2026.

May 1, 2026
Date Issued

Carrie Bertrand
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.