



Order under Section 30 Residential Tenancies Act, 2006

Citation: Nash v Panova, 2026 ONLTB 34329

Date: 2026-05-04

File Number: LTB-T-099491-24

In the matter of: Unit 72, 35 BRECKENRIDGE DR
KITCHENER ON N2B3H5

Between: Natalie Nash
Joey Howlett Tenants

And

Svetlana Panova
Anton Shendryk Landlords

Natalie Nash and Joey Howlett (the 'Tenants') applied for an order determining that Svetlana Panova and Anton Shendryk (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 19, 2026.

The Tenants' Legal Representative, Sarah Tarantino, the Tenants and the Landlords attended the hearing.

Determinations:

1. As explained below, the Tenants proved on a balance of probabilities the following allegations contained in the application: allegations of no power in the bathroom from April 8-19, 2024, the removal of the only electrical outlet in the bathroom and an unsafe door damaged by the Landlord's realtors.
2. Therefore, the Landlords must pay the Tenants the amount of \$3,535.68 by May 15, 2026.
3. The Tenants moved into the rental unit on July 17, 2020 and this condo was located at Unit 72, 35 Breckenridge Drive in Kitchener, Ontario.
4. The Tenants had possession of the rental unit to October 31, 2025 when they vacated the rental unit.

5. An interim order was issued on July 7, 2025 by another Member and in that order, the Tenants withdrew their claims of illegal entries and the Landlords agreed to pay the Tenants for the electrical bill of \$213.57. The Member also ordered that the Landlords initiate any investigations of the need for any repairs to supply continuous electrical power to the receptacle in the bathroom and the Landlords inspect the front door to ensure that it closed and locked properly.

The Tenant's Evidence – Natalie Nash (NN)

6. NN stated that although the Landlords initiated these inspections, the Landlords felt that there was nothing wrong with the electrical outlet in the bathroom which had been removed by the Landlords. The Tenant also stated that the Landlords' investigation found that there was nothing wrong with their front door even though it was cracked.
7. The Tenant stated that there were two main issues including that the only electrical outlet in their bathroom stopped working and on April 8, 2024, they lost power in the bathroom. The Tenant stated that she immediately notified the Landlord on April 9, 2024 and the property manager attended on April 10, 2024 for a showing of the condo. The Tenants brought up the loss of hydro in the bathroom and the property manager claimed that they were unaware. The Tenant stated that on April 14, 2024, the property manager attended the unit to investigate the power issue and stated they would need more time to map the electrical. She stated that two more appointments were set up and then cancelled by the property manager.
8. NN contacted an electrician on April 19, 2024 and the electrician replaced the plug in the bathroom which also fixed the fan and the lights. The electrician also stated that there would be ongoing electrical issues until the wiring was replaced. They paid the electrician \$213.57 which has now been paid by the Landlords.
9. NN stated that they advised the Landlords that an electrician had fixed the issue and the property manager and her partner attended on April 27, 2024 to investigate the electrical repair and the Tenants were told that they had no right to call an electrician.
10. NN stated that on May 7, 2024, they had not been given 24-hours' notice of someone attending a viewing of the house and they denied the entry. They had engaged their door reinforcement lock which stopped the realtor from entering. A video was played whereby the realtor attempted to break open the door with her hip at least 10-12 times and she had been given authority by the property manager to attempt to push open the door.
11. NN stated that the realtors' actions caused the door to crack and she provided pictures of the cracked door.
12. NN testified that they lost power in their bathroom again on June 13, 2024 and the property manager fixed the issue by restoring the lights and the fan. But, they removed the receptacle that the electrician installed and placed a plastic cover on the spot where the receptacle was located.

13. Since that date, they have not had the use of a receptacle in the bathroom and the Landlords failed to have an electrician check the wiring in the bathroom.
14. The Tenant stated that since the door was cracked on May 7, 2024, she has felt insecure and believes that the door will not stay locked if someone attempts to force it open again.
15. The Tenants are seeking an abatement of \$63.73 for the period from April 8-19, 2024 when they had no power in the bathroom. They are also seeking a daily abatement of \$5.79 a day from June 13, 2024 to October 31, 2025 as the Landlords removed the only receptacle in the bathroom which had been installed by an electrician.
16. Finally, the Tenants are seeking \$2,000.00 for the safety and emotional turbulence that they endured due to the realtors' actions of trying to force the door open and the resulting cracked front door. The Tenants requested that the door be fixed by the Landlords but the Landlords felt that there was nothing wrong with the door.

Evidence of Landlord, Anton Shendryk (AS)

17. AS testified that the Tenants did not start complaining until they told them that they were putting the condo up for sale.
18. The Landlord stated that when the Tenants' bathroom lost power, the property manager had planned on dealing with the matter but it was apparently not fast enough for the Tenants. The Landlord stated that the Tenants had no right to call an electrician and that there were no issues with the electrical wiring in the bathroom. The Landlord stated that he told the Tenants not to use the outlet in the bathroom due to a breaker problem.
19. AS stated that the realtors did not cause any damage to the door and that the door was like that when the Tenants moved in a number of years ago.
20. AS did not agree with the abatement requested by the Tenants as he told them not to use that outlet in the bathroom.

Analysis

21. A T6 Application is based on the rights and obligations set out in s. 20(1) of the Residential Tenancies Act, 2006 (the "Act") which reads as follows:

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.
22. The Tenants provided specific dates and occurrences of the issues with the electrical receptacle in the bathroom and the issues with the front door. The video of the realtors' visit was very helpful in determining that issue.
23. The Landlords did not contest any of the evidence provided by the Tenants however they decided that a receptacle was not necessary in the bathroom and they felt that there were

no issues with the electrical wiring. The Landlords also felt that the door had not been damaged by the realtors.

24. So with those two issues, the real issue is whether or not the Tenants are entitled to a remedy and if the Tenants are entitled to a remedy, what should the remedy be.
25. The Act and the case law in this area indicate there are a number of relevant principles to consider when assessing allegations of a breach of maintenance:
 1. First, if the Landlord responded to the disrepair in a timely and effective manner then no monetary remedy will normally flow. (See the Board's Interpretation Guideline 5 Breach of Maintenance Obligations.)
 2. Second, the Landlord cannot be held responsible for compensation for disrepair that the Landlord was not aware of or could not reasonably have been aware of. [See s. 30(2) of the Act]. This is why the duty to mitigation in section 16 has been interpreted to include an obligation on tenants to report disrepair to a landlord.
 3. Third, once the Landlord is aware of the disrepair, the normal obligation to repair and liability for the problem will begin.
26. Abatement of the rent is a contractual remedy designed to address the idea that if a tenant is paying for a bundle of goods and services and not receiving them, the rent should be abated proportional to the difference between what was being paid for and what was being received. In terms of quantum of abatement, the Board looks primarily at the impact the breach had on the Tenants.
27. With respect to the time period whereby the Tenants had no power in their bathroom, I am satisfied that the Landlords were notified about the power outage in the bathroom. The Tenants had the electrical issue fixed and were advised by the electrician that the wiring required inspection. Accordingly, I am satisfied the evidence establishes that there was a breach of maintenance with respect to the loss of power in the Tenants' bathroom for the above-mentioned period. I am awarding the requested abatement of \$63.73 as that amount is reasonable in the circumstances.
28. With respect to the time period between June 13, 2024 and October 31, 2024, this is the time period whereby the Landlords removed the replaced receptacle and covered it with a plastic cap. The Landlords refused to address the ongoing electrical issue and simply removed the Tenants' access to the only receptacle in the bathroom. The Tenants requested an abatement of \$5.79 a day for this time period and I am awarding their requested abatement of \$2,923.95 (505 days x \$5.79). Again, the Tenants have requested a nominal amount to be paid for each day that the Landlords failed to maintain the rental unit.
29. With respect to the abatement request for the front door, I am satisfied that the realtors' actions caused the damage to the front door. The "Ring" video showed the realtors vigorously attempting to physically force the door open after being given verbal permission from the property manager to force the door open. I cannot understand how anyone would

believe that those instructions to force the door open would be reasonable or wise in any circumstance. I understand why the Tenants felt somewhat unsafe after viewing the large crack in the door. The Tenants requested abatement of \$2,000.00 which I do not believe is reasonable in the circumstances. Based on the pictures of the front door and the Tenant's few comments about the safety concern, I am awarding a global amount of \$500.00 in abatement for the door.

30. As a result, an order shall issue requiring the Landlords to pay to the Tenants the amount of \$3,535.68 which includes the cost of filing the application.

It is ordered that:

1. The Landlords shall pay the Tenants \$3,535.68. This amount represents:
 - \$63.73 for a rent abatement for the period April 9-18, 2024;
 - \$2,923.95 for a rent abatement for the period June 13, 2024 to October 31, 2024; and
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by May 15, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by May 15, 2026, the Landlords will owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.

May 4, 2026
Date Issued

Carrie Bertrand
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.