



Order under Section 30 Residential Tenancies Act, 2006

Citation: BAGHERI v ANTONOVA, 2026 ONLTB 34419

Date: 2026-04-30

File Number: LTB-T-009880-26

In the matter of: 203, 9090 YONGE ST
RICHMOND HILL ON L4C0Z1

Between: MEHRNAZ BAGHERI Tenant

And

IRINA ANTONOVA Landlord

MEHRNAZ BAGHERI (the 'Tenant') applied for an order determining that IRINA ANTONOVA (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 March 10, 2026 at 2:10 p.m.

The Tenant Mehrnaz Bagheri, the Tenant's representative Natalie Feizi, licensed paralegal, the Landlord Irina Antonova and the Landlord's representative Alena Ledovskikh, licensed paralegal attended the hearing. Ariana Mousavi also attended the hearing as a witness for the Tenant and Csebe Hernicz also attended the hearing as a witness for the Landlord. Vladimiar Jakovicev attended the hearing to provide Russian language interpretation for the Landlord.

Preliminary Issue:

Request to Amend

1. The parties consented to amend the application to add moving costs as a remedy to the application, in the amount of \$2,500.00 and remove the Tenant's request for an order to terminate the tenancy and for the Landlord to complete repairs.
2. Section 201(1)(f) of the *Residential Tenancies Act, 2006* (the 'Act') states:

The Board may, before, during or after a hearing, on its own motion and on notice to the parties, amend an application if the Board considers it appropriate to do so and if amending the application would not be unfair to any party.

3. As the request was undisputed, and the Tenant moved out of the rental unit on March 2, 2026, the application was amended.

Determinations:

4. The Tenant's T6 Application was filed on February 11, 2026. The Tenant alleges the Landlord failed to comply with maintenance standards in relation to the heat in the rental unit and a broken window.
5. The Tenant seeks a rent abatement for the period of time when the unit lacked heat, seeks reimbursement for out-of-pocket expenses related to a hotel, moving expenses, as well as other damages.
6. As explained below, the Tenant proved on a balance of probabilities a portion of the allegations contained in the application, Therefore, the Landlord must pay to the Tenant a rent abatement of \$162.00 by May 11, 2026.

Heating Issue

Tenant's evidence

7. The Tenant testified that the rental unit was inadequately heated beginning January 26, 2026, and that the Landlord was notified the same day by text message. Entered into evidence was correspondence dated January 26, 2026 from the Tenant to the Landlord to corroborate the Tenant's testimony.
8. The Tenant relies on a series of written communications and photographs. Entered into evidence was a photograph taken by the Tenant dated February 2, 2026 which shows a temperature reading of approximately 65°F (18.3°C). The Tenant also submitted photographs depicting the Tenant wearing winter clothing and remaining in bed, which the Tenant asserts demonstrates the cold conditions in the unit.
9. The Tenant further testified the Tenant continued to advise the Landlord about the inadequate heating. Entered into evidence was a series of correspondence from the Tenant to the Landlord; on January 31, 2026, the Tenant emailed the Landlord stating that the outdoor temperature was approximately -22°C and that the heating system was not working. On February 3, 2026, the Tenant wrote to the Landlord indicating that a maintenance worker had advised the issue was the Landlord's responsibility.
10. On February 10, 2026, the Tenant advised the Landlord of her intention to vacate the unit effective March 1, 2026 due to the heating issue. However, in a subsequent email dated February 14, 2026, the Tenant stated that she could not afford the unit and referenced personal circumstances affecting her ability to remain in Canada.
11. The Tenant testified that the unit was sufficiently cold that she stayed in a hotel between January 27 and January 31. She also claimed moving expenses and lost wages but did not provide documentary evidence supporting those claims.
12. The Tenant's witness Ariana Mousavi, a friend, testified that the unit felt cold when she would visit, and estimated the temperature to be approximately 17–18°C. On cross-

examination, the witness acknowledged that this estimate was not based on any measurement.

Landlord's evidence

13. The Landlord testified that she received notice of the heating issue on January 26, 2026.
14. The Landlord further testified that she contacted the condominium property manager on January 28, 2026 and by doing so took steps to address the issue, including attempting to replace the furnace filter and attending the unit on January 30, 2026. It is undisputed that the Landlord provided the Tenant with a portable heater and offered access to a guest suite as a temporary measure.
15. The Landlord testified that the heating system is centrally controlled by the condominium corporation and that she does not have direct control over it, although the Tenant has access to a thermostat within the unit.
16. The Landlord relies on email correspondence showing ongoing efforts to resolve the issue, including communication with the condominium manager and arrangements for a technician to attend the unit. The evidence indicates that the system was not reaching the desired temperature at certain times.
17. The Landlord also submitted correspondence with the Ministry of Municipal Affairs and Housing, Rental Housing Enforcement Unit. The evidence shows that a complaint was made, and that, by correspondence dated February 25, 2026, the matter was recommended for closure.

Analysis

18. Pursuant to subsection 20(1) of *the Act* 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.
19. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), ('Onyskiw') 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.
20. Applying the framework in *Onyskiw*, I am satisfied that the Tenant experienced issues with the heating in the unit beginning January 26, 2026. Moreover, the Landlord's own evidence confirms that the system was not consistently reaching the desired temperature, and the Tenant's contemporaneous communications support that the unit was, at least at times, cold.

21. However, the evidence does not establish the extent or continuity of the problem. The Tenant provided only a single objective temperature reading and did not provide a consistent record demonstrating that the unit remained below acceptable levels for a sustained period. The Tenant's witness' evidence on temperature was speculative at best, and I assign it no weight.
22. I also find that the Landlord responded promptly to the complaint and took reasonable interim steps, including contacting property management, attending the unit, providing a portable heater, and offering alternative accommodation. While these steps did not immediately resolve the issue, they were appropriate in the circumstances, particularly given that the heating system was under the control of the condominium corporation.
23. However, beyond these steps the evidence also supports that the issue persisted intermittently until approximately February 25, 2026, at which point the matter was closed by the Rental Housing Enforcement Unit. In the intervening period, beyond the temporary measures, which I accept did not fully resolve the problem, I find that the Landlord's delay was a breach, albeit a limited breach, of the Landlord's maintenance responsibilities under the meaning of section 20 of *the Act*.
24. With respect to the Tenant's intention to vacate, I place weight on the February 14, 2026 email from the Tenant to the Landlord in which the Tenant cites financial and personal circumstances unrelated to the condition of the unit as their reason to move out of the rental unit. This undermines the claim that the tenancy was terminated solely due to the heating issue. Therefore, the Tenant's claim for compensation for moving expenses is dismissed.
25. Therefore, on the whole of the evidence, I find that there was a limited breach of section 20(1) of *the Act* during the period from January 26 to February 25, 2026. Given the intermittent nature of the issue, the Landlord's reasonable initial response, and the lack of clear evidence of sustained deficiency, a limited and modest rent abatement is appropriate as a remedy and is discussed below.

Window Issue

26. The Tenant alleged that a window in the unit was broken and contributed to the conditions in the rental unit and reported the issue to the Landlord on January 26, 2026.
27. The Landlord does not dispute receiving the complaint and the superintendent inspected the unit on February 2, 2026.
28. The Landlord testified the Landlord inspected the window on or about January 30, 2026 when the Landlord was in the unit replacing the aforementioned filter related to the heat complaint and observed that the window was working well.
29. The Landlord further testified that on February 3, 2026, following the inspection, the superintendent, Mr. Vega, informed the Landlord the window was closed, but unable to be further assessed due to the Tenant's personal items surrounding the window. Also entered into evidence was correspondence from Mr. Vega to the Landlord which state the Tenant did not wish to have the window tested further.

30. I find the steps taken by the Landlord were reasonable as they responded to the maintenance concern in a timely manner.
31. The Tenant led insufficient evidence to show that following the inspection on February 2, 2026, they informed the Landlord regarding any new or ongoing issue with the window.
32. The Landlord testified they did not know there were new or ongoing issues with the window after February 2, 2026.
33. I find that because the Landlord was not informed of new or ongoing issues with the window, they could not have known there was a problem. Because the Tenant did not inform the Landlord about any new or ongoing issues with the window, this portion of the application is dismissed.

Remedies

34. The Tenant seeks a rent abatement of \$2,400.00, which represents 100% of the monthly rent for one month. I find the Tenant's request for a rent abatement is not reasonable, but some compensation is warranted.
35. An abatement of rent is a contractual remedy based on the principle that if the tenant is paying 100% of the rent, then the tenant should be getting 100% of the services; and should a tenant receive any reduction in services, then a tenant should be entitled to abatement equal to the difference in value. The Tenant bears the onus of establishing both the existence of a breach and the severity.
36. Taking the following factors into account, I find that a more modest rent abatement is appropriate.
37. In this case, I find the evidence shows on a balance of probabilities the heating issues were likely intermittent as each party submitted readings of the thermostat showing a variety of readings, some above and some below 20°C. Overall, the Tenant's evidence regarding impact was limited insofar the Tenant failed to provide clear evidence of a sustained deficiency of heat, and clear evidence of the severity of the issue. Had the Tenant submitted daily or weekly records showing the temperature recorded on the thermostat, this may have provided a clearer picture. Furthermore, while the Tenant testified to alleged significant impacts on their daily life, including difficulties sleeping and work performance, little to no documentary evidence was submitted to support these claims. No documentary evidence was submitted to support the Tenant's claims regarding sleep disturbance apart from photographs of the Tenant laying in bed alleging the Tenant was cold - which I find photographs alone are not determinative of an ongoing, severe heating issue.
38. I must now consider the appropriate method to calculate a fair and reasonable value of the rent abatement. While I find that a heat issue existed, the severity of the issue was not established to the extent alleged by the Tenant - including as I have already noted that no ongoing thermostat records/readings were submitted showing the significant presence of

ongoing issues with the heat. This absence of objective documentary evidence reduces the weight I place on the Tenant's testimony regarding their claims about the alleged severity of the heating issue.

39. Therefore, a modest abatement of 5% of the lawful monthly rent is appropriate from January 27, 2026 to February 25, 2026 to be reasonable in this circumstance to compensate the Tenant for the reduction in service. I do acknowledge the challenges faced by the Tenant and have considered the Tenant's circumstances. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days making the rent abatement \$114.41 which is 5 per cent of \$78.90 x 29 days.

Compensation for Lost Wages + Moving Expenses

40. With respect to the remaining claims, the Tenant has not established, on a balance of probabilities, entitlement to compensation for hotel expenses, moving costs, or lost wages. Specifically, regarding moving expenses, the Tenant is not entitled to compensation for moving expenses as the Tenant did not establish the Tenant moved as a result of the heating issue above. With respect to compensation for lost wages, Although some documentation, in the form of a note regarding the Tenant being off of work was provided, the evidence does not establish that the Tenant's health concerns were caused by or attributable to the conditions in the rental unit.

Compensation for Hotel Expenses

41. The Board accepts that the Tenant experienced intermittent heat deficiencies sufficient to warrant a modest rent abatement of 5%; however, the claim for hotel accommodation is not supported on a compensable loss basis.
42. The onus is on the Tenant, and the Tenant has not established a proven out-of-pocket loss as the Tenant testified, she paid for the hotel with loyalty points. While loyalty programs may have an abstract or notional value, the Tenant, based on her testimony, and the evidence provided – a receipt from the Sheraton Hotel dated January 31, 2025, did not incur an actual monetary expenditure. I also note that the hotel invoice's date shows January 31, 2025 and the date of incident was January 2026 – and the Tenant offered no documentary evidence to further explain the discrepancy other than it being a typographical error – which impacted the weight I placed on this piece of evidence. Nonetheless, I am not satisfied, even if the hotel stay did occur on the date as described by the Tenant, where this core piece of documentary evidence is unreliable, that such points constitute a quantifiable pecuniary loss capable of precise valuation on this record, nor was any reliable evidence tendered as to their redemption value, accrual cost, or replacement costs.
43. Even if a notional value could be assigned to loyalty points, the Board must consider causation and reasonableness. By the evidence before the Board, the heating issue, while accepted as intermittent, did not render the unit uninhabitable. The appropriate remedy for such conditions is a proportional rent abatement, which has already been awarded. A decision to relocate to a hotel represents a more discretionary mitigation choice rather than

a necessary response to an emergency or loss of habitability. In short, the cost for the hotel claimed, is disproportionate to the proven nature and severity of the condition. Intermittent heat issues, while inconvenient and uncomfortable, do not ordinarily ground a reasonable expectation that the landlord will bear the cost of alternative accommodation, particularly where the Tenant remained able to reside in the rental unit during the remainder of the period where the intermittent heat issue was occurring throughout February 2026.

44. Accordingly, for all the above reasons, the claim for the hotel expenses is dismissed.

It is ordered that:

1. The Landlord shall pay to the Tenant \$162.00. This amount represents:
 - \$114.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 11, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 11, 2026, the Landlord will owe interest. This will be simple interest calculated from May 12, 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 30, 2026

Date Issued

Greg Witt

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.