



Order under Section 30 Residential Tenancies Act, 2006

Citation: Ulch v Anand, 2026 ONLTB 34533

Date: 2026-04-30

File Number: LTB-T-049757-23

In the matter of: 563 Tuscarora
Windsor ON N9A3M3

Between: Dexx Ulch
Amber Blackton
Tenants

And

Arman Anand
Landlord

Dexx Ulch and Amber Blackton (the 'Tenant') applied for an order determining that Arman Anand (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 December 2, 2025.

The Tenants and the Landlord's legal representative, Amanda Willing, attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. For the reasons explained below, the Tenant did not establish on a balance of probabilities that the Landlord breached its maintenance obligations under section 20(1) of the Residential Tenancies Act, 2006 (the 'Act'). The application is therefore dismissed.
2. The Tenant's application alleges the Landlord failed to meet their maintenance obligations with respect to the following issues:
 - Bed bug infestation;
 - Drain leak in the basement;
 - Disrepair of back window; and

- Disrepair of refrigerator

3. Section 20(1) of the Residential Tenancies Act, 2006 (the 'Act') provides 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.

4. The only remedies sought by the Tenant were an order requiring the Landlord to complete repairs and an order prohibiting rent increases until the repairs were completed. The Tenant did not seek any monetary remedies, nor did the Tenant request an amendment to the application pursuant to Rule 15 of the Board's Rules of Procedure.
5. In *Beauge v. Metcap Living Management Inc.*, 2012 ONSC 1160 (Div. Ct.) ('Beauge'), the Divisional Court held that the Board errs when it awards remedies that were not claimed in the application. I am bound by Beauge and therefore cannot order any relief that was not requested by the Tenant.
6. The Tenant testified that the bed bug infestation and the refrigerator disrepair had been fully resolved prior to the hearing. As a result, the requested remedies relating to those issues are moot. As no remedy may be granted, it is unnecessary to further address those issues in this order.

Drain leak in basement

7. The Tenant testified that the main drain stack in the basement was leaking onto the floor. The Tenant believed the Landlord was notified of this issue by text message and through the Landlord's online maintenance portal on or about May 30, 2023. The Tenant did not submit copies of any text messages or maintenance requests into evidence.
8. The Tenant submitted a short video purporting to show the issue. The video was not date-stamped, and the Tenant could not recall when it was recorded. The video does not clearly depict the pipe in question and does not show liquid leaking onto the floor, as alleged.
9. In any application before the Board, the applicant bears the burden of proof on a balance of probabilities. In a maintenance application, a tenant must establish both that a condition of disrepair exists and that the landlord was made aware of the issue.
10. Oral evidence may be sufficient where it is credible and reliable. I accept the Tenant's uncontested testimony that a leak exists in the basement drain pipe, as I have no reason to doubt the Tenant's credibility with respect to the existence of the condition.
11. However, in *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal confirmed that the Board must take a contextual approach when assessing a landlord's maintenance obligations, including whether the landlord responded reasonably in the circumstances. A landlord is not automatically in breach upon the mere existence of a maintenance issue.

12. The Tenant failed to establish, on a balance of probabilities, that the Landlord was properly notified of the alleged leak. Applying the contextual approach set out in Onyskiw, I cannot find that the Landlord breached its maintenance obligations with respect to an issue I am not satisfied the Landlord was made aware of.

Disrepair of back window

13. The Tenant also failed to establish, on a balance of probabilities, that the Landlord breached its maintenance obligations under section 20(1) with respect to the back window.
14. The Tenant testified that the back window was “falling out” and that light pressure caused the window frame to shift several inches. The Tenant could not recall when the issue first arose or when the Landlord was notified, although the Tenant believed notification may have occurred on May 30, 2023. The Tenant stated that photographs were provided to the Landlord but did not submit any such photographs into evidence.
15. As the applicant, the Tenant bears the burden of proof. In this case, the Tenant was unable to provide reliable evidence regarding when the issue arose or when the Landlord was notified. As a result, I have no basis on which to find, on a balance of probabilities, that the Landlord breached its maintenance obligations. Accordingly, the application must be dismissed.

It is ordered that:

1. The Tenant’s application is dismissed.

April 30, 2026
Date Issued

Melissa Anjema
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.