



Order under Section 30 Residential Tenancies Act, 2006

Citation: Berman v The SIX Properties Partnership GP Inc, 2026 ONLTB 34506

Date: 2026-04-30

File Number: LTB-T-100968-24

In the matter of: 2, 427 EUCLID AVE
TORONTO ON M6G2T1

Between: Corey Berman
Alyssa Ranieri
Tenants

And

The SIX Properties Partnership GP Inc
Landlord

Corey Berman and Alyssa Ranieri (the 'Tenants') applied for an order determining that The SIX Properties Partnership GP 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 March 19, 2026.

Only the first-named Tenant attended the hearing.

As of 10:20 p.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. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: mold throughout rental unit especially in bathrooms and kitchen, entire unit filthy requiring countless hours of cleaning by the Tenants, inoperable stove, dryer and refrigerator, kitchen drawers missing handles, leak in kitchen sink, mold in washing machine, and leak in upstairs bathroom
2. Therefore, the Landlord must pay the Tenants the amount of \$7,225.50 by May 11, 2026.
3. The Tenants moved into the rental unit on July 5, 2024 and moved out on June 30, 2025. The rental unit located at 2-427 Euclid Avenue in Toronto, Ontario is a triplex and the Tenants resided in the second and third floors of the building.

The Tenant's Evidence – Corey Berman (CB)

4. CB testified that although he and his family were supposed to move into the apartment on July 1, 2024, he and his wife refused to move their children into the unit until the Landlord cleaned the unit. The arrangement was that the Landlord would have the rental unit cleaned prior to the Tenants' move in date. The Tenant stated that he demanded that the Landlord provide them with professional cleaners to rectify the filth, the mold throughout the rental unit and all of the maintenance issues. The Tenant stated that the Landlord could not or would not provide cleaning so he and his wife had no choice but to move in and attempt to deal with all of these issues.
5. The Tenant stated that they spent 5 days attempting to address all of the maintenance issues and his family moved in on July 5, 2024. CB stated that he sent countless messages to the property management company that deals with all maintenance issues with the unit and they ignored their many complaints and requests.
6. CB stated that they were dealing with mold in the lower level bathroom and in the upper level bathroom, there was mold on the ceiling, there was mold under the kitchen sink, there was a leak under the sink and the paint had peeled off, all rooms required deep cleaning, the fridge lacked shelving and had graffiti all over it, the fridge did not keep the items cold enough causing much wasted food and it was only replaced on August 22, 2024, the stove only had one shelf and the handle on the stove was loose, there were no working lights in the kitchen so they could not cook anything in the stove after dark with a gas stove for a period of 1.5 months, the kitchen drawers had no handles, all of the window screens were blackened, there was mold in the washing machine, there was mold and filth behind the dryer in the laundry room, and there was a leak in the upstairs bathroom causing water ingress in that bathroom. The Tenant provided several dated pictures showing the condition of the rental unit when he took possession of it.
7. The Tenant stated that for the first three months of their tenancy, they spent every waking minute cleaning, attempting to repair, messaging the property manager, following up with the property manager, attending laundromats to complete their laundry, purchasing ready made food or ordering prepared foods from restaurants. They are requesting a rent abatement of \$14,850.00 calculated as 3 months of rent (\$4,950.00 per month). The Tenant is also requesting out of pocket expenses of \$10,600.00 for ready made food, laundromat expenses and cleaning supplies.
8. CB amended the application in early 2025 because on January 2, 2025, the stove handle broke off the stove and the door of the stove stayed open causing a tripping hazard. The Tenants were obviously unable to use the stove or the oven and it was not replaced until February 11, 2025. Further, CB stated that the dryer that had not worked since July 5, 2024 and was only replaced on February 24, 2025 which was 7.5 months after they notified the Landlord. He then stated that the stove handle broke again on May 28, 2025 and the Landlord "fixed it" with superglue and it was not fixed and remained loose and insecure. CB requested a further \$5,000.00 abatement of rent on his amendment.
9. The Tenant provided several other dated pictures of specific incidences that occurred in 2025 including a picture of the open stove with the broken handle

10. CB stated that he and his wife were exhausted with having no choice but to clean the entire rental unit so that it would be a safe area for their children. They continued to send emails and text messages to the property managers to address the inoperable fridge, dryer, stove and washing machine and only temporary, minor repairs were completed that did not fully address the failing appliances.

Analysis

11. 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.

12. The Tenant provided specific dates and occurrences of the many issues with the rental unit including the lack of cleanliness, the dangerous mold, the inoperable appliances and the many repairs that were required to be completed by the Landlords.
13. So with these 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.
14. 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.
15. 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.
16. Regarding the Tenants' abatement request of \$14,850.00, a further \$5,000.00 abatement in the amending application, and the out of pocket expenses of \$10,600.00, I am satisfied that there was a breach of maintenance with respect to the many items mentioned above and the Tenants are entitled to an abatement of their rent. I am not satisfied that the Tenants' numbers are reasonable in the circumstances.

17. The Tenants are now requesting 4 months of rent, \$19,800.00 plus \$10,600.00 for their out of pocket expenses including ready made food, cleaning supplies and laundromat expenses. It is imperative to note that the Tenants resided in that rental unit for a one-year term. I am satisfied that the Landlord was given notice repeatedly of the numerous issues with this one apartment. The Landlord failed to uphold his responsibilities for maintaining the rental unit in a clean and good state of repair.
18. I am satisfied that the Tenants' abatement request would be at the highest level at the commencement of the tenancy. The Tenants had to deal with the general cleaning of the whole rental unit, the specific, time-consuming mold removal work and attempting to deal with the water ingress in three areas of the house. As such, I award a 30% abatement of rent for July of 2024, calculated as \$1,485.00 ($\$4,950.00 \times 30\%$).
19. I am satisfied that the Tenants' abatement request would continue to be at an intense level and I will award a 25% abatement of for August, September and October of 2024, calculated as \$1,237.50 ($\$4,950.00 \times 25\%$) for 3 months = \$3,712.50.
20. Based on the remaining incidents relating to the stove handle and the inoperable dryer and the continuing issues mentioned previously, I am satisfied that a further abatement of 10% for November, December, January and February of 2025, calculated as \$495.00 ($\$4,950.00 \times 10\%$) for 4 months = \$1,980.00 is reasonable.
21. The Tenants also requested out of pocket expenses for ready made food, laundromat services and cleaning supplies however I was provided with no invoices from the Tenants. I decline to award these expenses as I believe that the abatement awarded is a fair settlement which will encompass all of the maintenance, cleaning and repair issues that the Tenants were forced to rectify.
22. As a result, an order shall issue requiring the Landlord to pay to the Tenants the amount of \$7,225.50 which includes the cost of filing the application.

It is ordered that:

1. The Landlord shall pay the Tenants \$7,225.50. This amount represents:
 - \$7177.50 for a rent abatement; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by May 11, 2026.
3. If the Landlord does not pay the Tenants 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.

April 30, 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.