



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-082035-25

In the matter of: MAIN FLOOR - 1456 Hawthorne Drive
Sudbury ON P3A1L4

Between: Abhijith Uthaman Nair Tenant
Amal Krishna
Akshay Rajandran

And

Yousuf Salem Landlord

Abhijith Uthaman Nair, Amal Krishna and Akshay Rajandran (the 'Tenant') applied for an order determining that Yousuf Salem (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 April 30, 2026.

Only the Tenant, AUN, attended the hearing.

As of 10:26am, 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 allegation of disrepair to the washing machine. Therefore, the Landlord must pay the Tenant \$778.00 for their out of pocket expenses and application filing fee, on or before May 24, 2026.

Request to Reschedule Filed by the Landlord

2. While no one was present at the hearing on the Landlord's behalf, it appears that the Landlord wrote to the Board on April 17, 2026 requesting to reschedule the matter as they were out of the country between April 22 and May 7, 2026. A copy of their flight itinerary was submitted with the request.

3. Since the request was not on consent of the parties, it could not be actioned prior to the hearing. It is unclear why the Landlord did not send someone on their behalf.
4. At the hearing, I invited submissions from the Tenant with respect to the request to reschedule.
5. The Tenant submits the matter should proceed as the Landlord made no efforts to communicate this with the Tenant or seek their consent.
6. A similar situation arose in *Wang v. Oloo*, 2023 ONSC 1028 where the tenants requested an adjournment of the LTB hearing and did not appear at the hearing. The LTB proceeded in their absence.
7. In that case, the Court found at paragraph 7 the following:

[7] ... As of the date of the hearing, no adjournment had been granted, no evidence had been provided to support an adjournment request, and neither then tenants nor an agent on their behalf attended the hearing. There is no argument available for appeal that the LTB proceeded in a procedurally unfair manner in holding the hearing, as scheduled, in these circumstances. ..

8. Similarly, in this application, the Board had not granted the Landlord's request to reschedule, the evidence submitted was a flight itinerary – it is unclear whether the Landlord actually boarded this flight nor is it clear why the Landlord was unable to attend the hearing virtually and finally, no agent of the Landlord was at the hearing to provide further clarity on this request.
9. Therefore, the request to reschedule was denied and I proceeded to hear the Tenant's evidence.

Interference Allegations on Disrepair Application

10. At the hearing, I raised a preliminary issue with respect to the allegation of interferences related to the Landlord's behaviour, in the application for disrepair- particularly points 2, 4 and 5 on the particulars of the Tenant's T6 application.
11. The Tenant understood that the application was about maintenance issues and restricted to the issue of the washing machine and the windows in the house.

T6 APPLICATION

12. By way of background, this tenancy began on April 1, 2025 and ended on April 1, 2026 when the Tenant vacated the rental unit. The lawful monthly rent was \$2,400.00.
13. The Tenant described the residential complex as a house with two units: the main floor where he resided consisted of three bedrooms and a bathroom. The basement was rented to another tenant.
14. With respect to the issue of the disrepair of the windows, as the Tenant does not seek a remedy for this issue, the adjudication of this issue is not necessary.

15. With respect to the issue of the washing machine, the Tenant testified that in July 2025, the dryer stopped working; he explained that when it was switched to the on position, there would be no power or motion. The Tenant testified that when the Landlord was informed of the issue right away, the Landlord's response was, it was not his responsibility and that the Tenant had to figure it out on his own. Text message correspondence between the parties was submitted into evidence in support of this assertion.
16. The Tenant testified that they hired a technician to attend the property and inspect the issue who recommended that the machine needed to be replaced but was able to fix the issue temporarily which led to the machine working properly for a month until the issue arose again.
17. The Tenant informed the Landlord again whose response did not change and so they asked the technician to find a replacement machine that was second-hand which was eventually replaced on September 29, 2025.
18. The Tenant seeks reimbursement for the costs they incurred related to the technician's investigation and attendance and the eventual replacement of the washing machine.
19. Based on the uncontested evidence before the Board, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act. Once informed of the issue in July, it was the Landlord's responsibility, no matter what the lease said, to investigate the issue and ensure it is repaired. But the Landlord failed to do so and put the onus on the Tenant.
20. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), 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.
21. In this case the Landlord made no effort to repair the issue or investigate it and so I find the Tenant is entitled to a remedy for the Landlord's failure to act and for the Tenant having to resolve the disrepair issue.

Remedies

22. Finally with respect to the remedies sought by the Tenant, at the hearing, the Tenant clarified that the Tenant seeks their out-of-pocket expenses related to the consultation of the technician for the washing machine of \$180.00 for attendance and inspection on two separate occasions and the purchase of a second-hand machine of \$550.00 totaling \$730.00. I find this amount is reasonable and shall be awarded in full.
23. The Tenant confirms the claim for damages of \$550.00 is the same claim for the purchase of the second-hand washing machine identified in their out-of-pocket expenses and the claim for repairs of \$620.00 was put forth in error.

It is ordered that:

1. The application is amend to reflect the rental unit as MAIN FLOOR.
2. The Landlord shall pay the Tenant is \$778.00. This amount represents:
 - \$730.00 for the reasonable out-of-pocket expenses that the Tenant has incurred to fix and replaced the washing machine; and
 - \$48.00 for the application filing fee.
3. The Landlord shall pay the Tenant the full amount owing by May 24, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by May 24, 2026, the Landlord will owe interest. This will be simple interest calculated from May 25, 2026 at 4.00% annually on the balance outstanding.

May 13, 2026
Date Issued

Sonia Anwar-Ali
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.