



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-076406-25

In the matter of: 709, 350 Alton Towers circle
Scarborough ON M1V5E3

Between: NITHIYA NAGENDRARAJAH Tenant

And

TAMMY KAPCHIS Landlord

T2 Application

NITHIYA NAGENDRARAJAH (the 'Tenant') applied for an order determining that TAMMY KAPCHIS (the 'Landlord'):

- withheld or interfered with their vital services or care services and meals in a care home.

T6 Application

NITHIYA NAGENDRARAJAH (the 'Tenant') applied for an order determining that TAMMY KAPCHIS (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 combined T2/T6 application was heard by videoconference on May 7, 2026.

Only the Tenant attended the hearing.

As of 11:03 a.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 some of the allegations on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$2,298.00.
2. The Tenant alleges that the Landlord breached their maintenance obligations under subsection 20(1) of the *Residential Tenancies Act, 2006* (the Act), which states:

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.

3. 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.

Background

4. In this case, The Tenant moved into the rental unit on September 1, 2025, and remains in possession of the rental unit with her spouse and two children, ages 15 and 10. The rental unit is a condominium in a multi tenant residential complex. The lawful monthly rent is \$2,500.00.
5. The Tenant filed a T2/T6 application alleging that the Landlord failed to maintain the rental unit in a good state of repair and this substantially interfered with the Tenant's reasonable enjoyment of the rental unit by failing to provide adequate hot water to the shower and by failing to repair certain appliances, including the dryer. It is uncontested that sometime on or around September 25, 2025, the dryer was repaired after she notified the Landlord. Therefore, the part of the application relating to the dryer will be dismissed.
6. The Tenant testified that upon moving into the rental unit she discovered that the hot water in the shower was not functioning properly. The Tenant testified that she immediately informed the Landlord and the Landlord's agent of these issues by phone call and text messages.
7. The Tenant submitted that the Landlord advised her she was already aware of the issues prior to the commencement of the tenancy. The Tenant testified that despite this knowledge, the Landlord leased the unit without disclosing the defects and represented that the appliances and services were in working order.
8. The Tenant testified that she repeatedly contacted the Landlord regarding the lack of hot water in the main washroom. The Tenant stated that the Landlord was often unresponsive and, when she did respond, offered temporary or impractical solutions. The Tenant testified that the Landlord suggested that the Tenant and her children use the shower facilities located in the condominium gym locker room.
9. The uncontested evidence before the Board establishes that the issue with the hot water has been ongoing since the commencement of the tenancy in September 2025. The Tenant testified that management and plumbing contractors have attended the rental unit on numerous occasions, including monthly attendances by Access Plumbing together with the superintendent or property manager, in an effort to diagnose the issue.
10. The Tenant testified that management replaced the controller in the bathroom faucet approximately one month prior to the hearing; however, the issue with lack of hot remains unresolved. The Tenant stated that hot water can be obtained from the lower faucet and

collected in a bucket, but only cold water comes from the shower head. As a result, the family is unable to take showers in the rental unit and can only take baths. There is only one shower in the rental unit. The Tenant testified that due to her recent chemotherapy treatments she experiences physical weakness and lifting the bucket of hot water is difficult for her. The Tenant submitted that the ongoing lack of proper hot water in the shower has caused significant hardship for her and her family.

11. The Tenant further testified that the building management has advised that the issue may be related to the building plumbing system rather than solely the rental unit. The Tenant testified that management identified at least two additional units experiencing similar issues in unit 809 and 909.
12. The Tenant submitted that she contacted the City of Toronto regarding the ongoing lack of hot water. The Tenant testified that Municipal Standards Officer Norman Leslie, Badge #6481, attended the rental unit on February 9, 2026, and again on May 6, 2026, and that a work order was issued to the Landlord respecting the condition. The Tenant did not have a copy of the order.
13. I accept the Tenant's evidence regarding the ongoing lack of adequate hot water to the shower. The evidence demonstrates that the issue has persisted for approximately nine months and has not been permanently resolved despite multiple attendances by contractors and building management.
14. Pursuant to subsection 20(1) of the Act, a landlord is responsible for maintaining a rental unit in a good state of repair and fit for habitation and for complying with health, safety, housing, and maintenance standards.
15. The ability to access adequate hot water for bathing and showering is a vital service and a basic component of a habitable residential tenancy. I find that the prolonged inability to use the shower with hot water substantially interfered with the Tenant's reasonable enjoyment of the rental unit and constituted a breach of the Landlord's maintenance obligations under section 20 of the Act.
16. While I accept that the Landlord may have attempted to investigate or coordinate repairs with building management and plumbing contractors, those efforts do not relieve the Landlord of the obligation to ensure that the rental unit is maintained in a good state of repair.
17. I also find the Landlord's suggestion that the Tenant and her children use the condominium gym shower facilities to be an inadequate long-term solution given the duration of the problem and the circumstances of the Tenant's family.
18. The Tenant requested a rent abatement of \$2,500.00 and an order for the Landlord to do the repairs. Considering the nature and duration of the maintenance issue, the impact on the Tenant and her family, and the fact that the rental unit remained partially usable throughout the tenancy, I find that a rent abatement in the amount of \$2,250.00 is reasonable in the circumstances. Nine months is not a reasonable amount of time to allow a problem with the hot water to persist in the rental unit. In addition, the Landlord will be ordered to do the repairs on the shower.
19. This order contains all of the reasons in this matter, and no further reasons will issue.

It is ordered that:

1. The Landlord shall repair the hot water issue in the shower head in the main bathroom of the rental unit by June 13, 2026.
2. If the Landlord does not do the repair(s) by June 13, 2026, the Tenant is authorized to deduct \$250.00 from the rent owing for the month beginning July 2026 until the repair(s) are complete.
3. The Landlord shall also pay the Tenant is \$2,298.00. This amount represents:
 - \$2,250.00 for a rent abatement
 - \$48.00 for the cost of filing the application.
4. The Landlord shall pay the Tenant the full amount owing by May 24, 2026.
5. 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.
6. If the Landlord does not pay the Tenant the full amount owing by May 24, 2026, the Tenant may recover this amount by deducting \$574.50 for the next four months of rent from June 2026 to September 2026 until there is no longer any money owing.
7. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 13, 2026
Date Issued

Teresa Hunt
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.