



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-072648-25

In the matter of: 3303, 21 CARLTON ST
TORONTO ON M5B1L3

Between: Cody Zdan Watling Tenants
Celine Margaret Mathews-Negash

And

RONALD SIU Landlord

Cody Zdan Watling and Celine Margaret Mathews-Negash (the 'Tenants') applied for an order determining that RONALD SIU (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

An Adjudicative Case Conference was held by videoconference on April 27, 2026. Only the Tenants attended the case conference.

As of 10:55 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 Tenants' evidence.

The Tenants served the Landlord with their disclosure a week prior to the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$1,080.43.
2. The tenancy commenced on October 1, 2021, and ended on August 31, 2025.
3. The Tenants testified that on October 12, 2024, they returned to the unit to find a pool of water on the wooden living room floor, and the bathroom floor. The water was also observed flowing down the bathroom vanity.
4. The Landlord sent a plumber to fix the issue within a reasonable time. However, the Tenants stated that the damaged floor which started to warp and chip, and the drawer of the bathroom vanity which was also damaged by the water leak were not replaced by the Landlord. On

October 15, 2024, when the Tenants brought the damaged items to the Landlord's attention, the Landlord stated that the floor was not severely damaged and wondered where he could find a replacement vanity.

5. The Tenants requested an order requiring the Landlord to pay rent abatement of \$2,200.00 for the period from October 12, 2024, to August 8, 2025, when they vacated the unit.
6. The lawful monthly rent was \$2,085.00.
7. Section 20 (1) of the Residential Tenancies Act, 2006 provides that 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.
8. Based on the uncontested evidence of the Tenants, I find on a balance of probabilities that the Landlord neglected to repair the floors, and the bathroom vanity following the water leak.
9. The Landlords will be ordered to pay the Tenants a rent abatement equal to 5% of the daily rent, in the amount of \$1,032.43, for the period from October 12, 2024, to August 8, 2025. The daily rent for the rental unit was \$68.54, resulting in a 5% daily abatement of \$3.43. The lack of maintenance lasted 301 days, calculated as \$3.43 x 301 days, for a total abatement of \$1,032.43.
10. Therefore, I find that a rent abatement of \$1,032.43 is appropriate in the circumstances.
11. The Tenants are also entitled to the \$48.00 cost of filing the application

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$1,080.43. This amount represents:
 - \$1,032.43 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. 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.
3. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 14, 2026
Date Issued

Jitewa Edu
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.