



Order under Section 30 Residential Tenancies Act, 2006

Citation: PHAN v MTCC 1175, 2026 ONLTB 38602

Date: 2026-05-20

File Number: LTB-T-095155-24

In the matter of: unit 107, 398 EGLINTON AVE E
Toronto ON M4P3H8

Between: TUAN ANH PHAN Tenant

And

MTCC 1175 Landlord

Tuan Anh Phan (the 'Tenant') applied for an order determining that MTCC 1175 (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 May 11, 2026. The Tenant, the Landlord's Agent, Abdul Mohammed ('AM'), and the Landlord's Legal Representative, Elaine Page, attended the hearing.

Determinations:

Preliminary Issue

1. The Tenant's application is brought pursuant to subsection 29 (1) 1. of the Act, which allows the Tenant to apply to the Board for an order determining that the Landlord has breached its maintenance obligations under subsection 20(1) of the Act.
2. At the hearing, it was raised that many of the allegations contained in the Tenant's application were not maintenance related at all and, therefore, those allegations were not properly before the Board and ought to be dismissed.
3. The Tenant acknowledged that he made conduct related allegations in his application and that those allegations were not claims of disrepair. However, the Tenant's application did claim that his washer and dryer were not working. The Tenant wanted to proceed with his application to address the washer and dryer issues only.
4. Accordingly, the application proceeded on the washer and dryer disrepair allegations only.

Application & Evidence

5. As explained below, the Tenant proved on a balance of probabilities some of the allegations contained in the application. Therefore, the Landlord shall compensate the Tenant in accordance with the order below.
6. During the hearing, the following facts were not in dispute:
 - the rental unit came with ensuite laundry facilities, which was a GE combination washer dryer unit;
 - the Tenant reported to the Landlord's Agent, AM, on September 22, 2024 that the washer and dryer had stopped working'
 - AM responded the next day and arranged with the Tenant to have the superintendent inspect the washer and dryer;
 - A service technician attended the rental unit on October 8, 2024, but was not able to repair the washer and dryer at the time as there was a suspected electrical issue;
 - AM emailed the Tenant on October 9, 2024 to advise that an electrician would attend the unit on October 16, 2024;
 - the electrician attended the rental unit on October 16, 2024;
 - on October 23, 2024 AM sent an email to the TT advising that the electrician said the issue was a tripped breaker and that, once reset, power was restored to the receptacle and the dryer was able to function but the washer was still not functioning and required a replacement part; and
 - the washer and dryer unit was fully repaired and functioning by December 11, 2024.

Tenant's Evidence

7. It was the Tenant's evidence that after emailing AM on September 22, 2024, the issue remained unresolved for an unreasonable length of time and that he had to follow up with AM multiple times, including on October 9, 2024 and November 1, 2024. The Tenant stated he was told that the delays were caused by a third party as well as the need to order replacement parts.
8. During cross examination it was suggested that the Tenant delayed the repairs because he was unresponsive to the technician that was trying to contact him regarding an appointment scheduled for November 22, 2024, which had to be rescheduled to November 29, 2024. The Tenant denied having been properly notified of the November 22, 2024 appointment.
9. The Tenant stated that, between September 22, 2024 and December 11, 2024, he had to go to a laundromat to do his laundry, which was time consuming and inconvenient. The Tenant testified that it cost him approximately \$13.00 to \$15.00 per load, including transportation costs. As the Tenant's child was a baby at the time, he had to do laundry frequently and stated that he did approximately 5 loads of laundry per week.

Landlord's Evidence

10. AM is the property manager for the Landlord. It was his evidence that, he responded to the Tenant's complaint in a timely manner and took all possible steps to try and get the washer and dryer repaired as quickly as possible. AM stated that the delay of the repairs was mostly due to the time it took to diagnose the issue. In this regard, he initially arranged for a GE appliance technician to attend to the issue, not knowing there was an issue with the power supply. He then had to arrange for an electrician to attend but this only resolved the issue with the dryer. AM then had to schedule a GE appliance technician to come back to inspect and diagnose the issue with the washer. It was determined that a part required replacement in the washer and so the appliance technician had to come back on another day to finally complete the repairs.
11. AM stated that he did not believe that there was anything that he could have done to make the repairs happen any quicker. AM suggested that there was some delay that was caused by the Tenant in scheduling an appliance technician to return to the unit in November as the technician was not able to reach the Tenant regarding an appointment that was scheduled and so it had to be rescheduled for a later date.

Analysis

12. Subsection 20(1) of the Act states 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.
13. In this case, it was not disputed that the Tenant was without a functioning washer and dryer for approximately 2.5 months. However, this does not automatically mean that the Landlord was in breach of its obligations under section 20 of the Act.
14. 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.
15. Both parties presented and relied on email correspondence between the parties as evidence at the hearing. Based on the correspondence presented at the hearing, the parties were in fairly regular communication with each other regarding the washer and dryer.
16. In my view, the responses of AM appear to be timely and reasonable for the most part as do the actions taken by the Landlord. In this regard, AM does provide some updates to the Tenant and explains what steps he has taken to resolve the issues. That said, there appears to be a gap between the date the electrician came on October 16, 2026 and the first scheduled appointment for the return of the GE appliance technician on November 22, 2024, which is a 38 day period.

17. In the October 23, 2024 email to the Tenant, AM wrote that he had reached out to GE again regarding getting a technician to come back to repair the washing machine. In this email he stated that GE's IT system was down and that he could not reach anyone directly and so he sent an email but did not receive a response. AM followed up with GE via email on November 1, 2024 and someone from GE responded on November 5, 2024 confirming that a service request had been submitted. There was no evidence of any further follow ups by AM after November 1, 2024 and an appointment was ultimately set for November 22, 2024. In my view, given the amount of time that the Tenant had already been without a functioning washer and dryer, AM should have made further follow ups to try and get the appointment scheduled for an earlier date.
18. Although the Tenant denied being notified by AM of the November 22, 2024 appointment, the Tenant's email evidence shows that the appointment details were emailed to the Tenant by AM on November 19, 2024. Accordingly, I am not satisfied that the appointment had to be rescheduled due to actions or inactions of AM or the Landlord.
19. Ultimately, when the GE appliance technician did attend on November 29, 2024, it was determined that a part was required, which delayed the completion of the repairs to December 11, 2024. There was no evidence provided to suggest that this period of time was unreasonable or could have occurred quicker and I accept that this period of delay was largely outside the Landlord's control.
20. For the reasons set out above, I find that the repairs that were ultimately undertaken and completed were reasonable in the circumstances. However, I find that they were not done in a reasonable period of time. While I accept that a large part of the delays were outside the Landlord's control, the Landlord could have done more to try and get the repairs completed quicker, such as following up with GE more persistently. As such, I find that the Landlord breached its obligations under section 20 of the Act and, therefore, the Tenant is entitled to compensation.

Remedies

21. In summary, the Tenant requested a total of \$4,500.00 which they calculated as follows:
 - \$3,000.00 for loss of use, inconvenience and health problems
 - \$825.00 for additional costs incurred; and
 - \$675.00 for the value of the laundry facilities included in the rent.
22. The Tenant provided oral testimony with respect to the loss of use and inconvenience they experienced in having to do their laundry at a laundromat. However, there was no evidence provided with respect to any health problems experienced as a result of using the laundromat. Moreover, there was no evidence provided that would substantiate a claim of \$3,000.00 or a reasonable explanation as to how this amount was arrived at. Accordingly, this amount shall not be awarded.
23. The Tenant did not have any documentary evidence to substantiate their claim for additional costs in the amount of \$825.00. While I accept that the Tenant had to go to a laundromat to do their laundry and had out-of-pocket costs as a result, the Tenant was unable to quantify those costs with any certainty or accuracy.

24. Although the Tenant categorized the amount claimed of \$675.00 under the heading of out-of-pocket expenses in the application, the Tenant is essentially requesting a rent abatement.
25. Abatement of rent is a contractual remedy that is based on the principle that, if you are paying 100% of the rent, you should be getting 100% of what you are paying for and if you are not getting that, then a tenant should be entitled to abatement equal to the difference in value.
26. In other words, an abatement of rent can be viewed as compensation to the tenant for the inadequate state of repair and any inconvenience or actual loss of use of the rental unit. In determining the amount of an abatement of rent, I must consider the impact on the Tenant.
27. I do not doubt the Tenant's testimony that the temporary loss of ensuite laundry was highly inconvenient, especially with having a baby whose clothing would need laundered frequently. I also accept that it would be more time consuming to have to do laundry off site.
28. Having considered all the evidence and submissions of the parties, the impact to the Tenant, as well as my experience and knowledge of similar cases before the Board, I find that that the Tenant is entitled to a rent abatement of \$251.50, which represents a 20% rent abatement for the period of November 6, 2024 to November 22, 2024, which is calculated as follows: $\$2,250.00 \times 12 / 365 = \73.97 per day $\times 17$ days = $\$1,257.49 \times 20\% = \251.50 . The period of abatement represents the period of time during which the Landlord's responses or actions were not reasonable and/or timely in the circumstances.

It is ordered that:

1. The total amount that the Landlord shall pay the Tenant is \$299.50. This amount represents:
 - \$251.50 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 31, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 31, 2026, the Landlord will owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by May 31, 2026, the Tenant may recover this amount by deducting the amount from the rent owing for the month of June 2026.

May 20, 2026
Date Issued

Rachel Gibbons
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.