



Order under Section 30 Residential Tenancies Act, 2006

Citation: IDDRISU v AMSTAR POOL I LP, 2026 ONLTB 38398

Date: 2026-05-19

File Number: LTB-T-018777-22

In the matter of: 1815, 2757 KIPLING AVENUE
ETOBICOKE ONTARIO M9V4C4

Between: ABDUL-LATIF IDDRISU Tenant

And

AMSTAR POOL I LP c/o MetCap Living Landlord
Management Inc.

ABDUL-LATIF IDDRISU (the 'Tenant') applied for an order determining that AMSTAR POOL I LP c/o MetCap Living Management 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 December 13, 2023 at 11:30 a.m. Preliminary issues were heard at this time as well as a portion of the Tenant's evidence, however, the matter was adjourned due to a lack of time remaining in the hearing block. The Tenant Abdul-Latif Iddrisu, the Landlord's agent Pablo Sandoval, the Landlord's representative Michelle Forrester, licensed paralegal attended the hearing on December 13, 2023. Samantha Clarke and Nixon Jayatilake also attended the hearing at witnesses for the Landlord.

The application resumed and was heard to its conclusion by videoconference on April 15, 2026 at 1:17 p.m. The Tenant Abdul-Latif Iddrisu, the Landlord's representative Lavinia Volney, licensed paralegal, attended the hearing on April 15, 2026. Samantha Clarke also attended the hearing at witnesses for the Landlord.

Preliminary Issues:

Particulars of the Tenant's T6 Application

1. At the December 13, 2023 hearing, the Landlord's representative requested the Tenant's application be dismissed as there were not sufficient particulars contained in the Tenant's T6 application.

2. The Landlord's representative alleged there were insufficient particulars with respect to the allegations related to the lack of available hot water, and the broken oven as there were no dates and times contained in the application.
3. The Tenant submitted there was sufficient clarity in the application, and it should proceed. The Tenant testified that the Landlord knew about ongoing issues with availability of hot water, as well as the oven in the rental unit by virtue of receiving regular complaints from the Tenant.

Analysis

4. Pursuant to *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (ONSC DC), applications must contain sufficient particulars. Notwithstanding that the present case is a tenant application instead of a landlord application, the legal premise of requiring adequate particulars so that the opposing side can understand and respond to the claims being made against them has been long established.
5. The types of particulars expected in notices and applications include dates, times, and a detailed description of the alleged conduct or behaviour. This allows the responding party to know the case they have to meet and to prepare their defence.
6. The Board's tenant application forms have also been developed with written instructions to elicit the necessary details required. For example, the T6 form states at page 3:

Explaining your Reason: What is the problem? If there is more than one problem, list each problem. Give the date each problem started. Has the problem been repaired? If so, give the date it was repaired and explain who repaired it. Explain who or what may have caused the problem. How did you inform the landlord about the problem?

7. In short, it is not enough to rely on the dates and time contained in evidence; the pleadings themselves must identify the alleged breaches and their timing.
8. After reviewing the application, I find that the alleged water leak issue and related damages is the core part of the application and I find that that the Tenant's application contains significant particulars on this issue, including sufficient dates and times of the alleged maintenance issues. Therefore, the application may continue on those grounds.
9. However, with respect to the oven issue and the hot water issue I find that the application does not clearly state when the alleged maintenance failures occurred. This leaves the Landlord and the Board to infer timelines by piecing together the evidence
10. I do not agree with the Tenant that a responding party should have to look to the supporting disclosure, to try to piece together the claims that are being made against them.

11. Pursuant to section 197 of *the Act*, the Board may dismiss an application, or a portion of an application, without holding a hearing, if, in the opinion of the Board the matter discloses no reasonable cause of action.
12. I have also considered that the Tenant previously requested an adjournment on March 7, 2023, for the purpose of improving their evidence and submitted an amended application on May 17, 2023. Therefore, given the circumstances, I find that the Tenant has had significant time to amend the application to include the necessary details but failed to do so.
13. Accordingly, I find the portion of the Tenant's application with respect to the oven issue and the hot water issue lacks the particulars in the application in order to proceed to a hearing.

Admissibility of Late Disclosed Evidence

14. At the December 13, 2023 hearing, the Landlord's representative raised the issue of the Tenant's evidence on whether the material uploaded to the portal on December 12 and December 13, 2023 was provided to the Landlord pursuant to the Board's rules.
15. The Landlord's representative submitted that she had received none of the aforementioned materials in advance of the hearing that were dated as uploaded on December 12 and December 13, 2023. The Tenant submitted that the Landlord knew about the issues as these materials contained correspondence as part of prior conversations between the parties.
16. Disclosure and evidence are dealt with in Rule 19 of the Board's *Rules of Procedure*. The relevant subsections state:
 - 19.1 Unless the LTB has directed or ordered otherwise, all parties to a matter that has been scheduled for a CMH or a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon at least 7 days before the CMH or hearing. The evidence must be provided to the other parties using one of the methods of service identified in the RTA or Rule 3.
 - 19.3 At any time before the hearing has been completed, a party may be directed or ordered to disclose and exchange documents or any other material relevant to the proceeding unless the LTB is satisfied the document is privileged.
 - 19.7 A party who fails to comply with Rule 19 or an order or direction for disclosure may not rely on the evidence that was not disclosed as directed or ordered, unless otherwise ordered.
17. In this case, I find based on a balance of probabilities that the Tenant's evidence listed in paragraph 14 was not disclosed to the Landlord pursuant to Rule 19 of the Board's *Rules of Procedure* and is therefore inadmissible. I did however permit the Tenant to provide testimony related Appendices 1 to 4 as it is similar to the evidence that was appended to

the amended application and thus at least partially previously disclosed, pursuant to section 83 of *the Act*.

18. I also considered the reasons the Tenant claimed may have played a role in failing to disclose his evidence on time; however, I did not find these submissions convincing. The Tenant did not reach out the Landlord, nor to the Board in advance of the hearing to advise regarding these circumstances or that evidence would be submitted outside of the timelines in the Board's Rules. Further, the Tenant did not provide any documentary evidence corroborating the reasons given for the late submission. Compliance with the Board's disclosure practices is important for procedural fairness, and I am not satisfied that the circumstances justify admitting the late evidence.

Tenant's Adjournment Request

19. At the December 13, 2023 hearing, the Tenant requested an adjournment of the proceedings citing that an adjournment would provide the Landlord additional time to review the evidence the Tenant submitted late and had already been excluded as it was not submitted pursuant to the Rules. The Tenant also cited he required additional time to call a witness. Taking in submissions from both parties at this hearing, I determined the adjournment was not to be granted. My reasons for denying this adjournment are as follows.
20. The Landlord's representative objected to the adjournment due to the prejudice an adjournment would cause the Landlord as the Landlord has made considerable effort to be prepared to speak to issues today, including the fact the Landlord had arranged several witnesses to attend. The Landlord claimed the Tenant had more than enough time to secure the witness and prepare for a hearing which was straight forward in nature; the Landlord further submitted that this matter was already adjourned to provide the Tenant with the opportunity to bring forward additional evidence.
21. Section 183 of *the Act, 2006* states that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
22. I find that the Tenant received adequate notice of the hearing and had a reasonable opportunity to serve the Landlord with evidence according to the Rules, and plenty of time to arrange for calling of witnesses for the hearing. The Tenant's request borders on untenable given the matter was previously adjourned for the explicit purpose of allowing the Tenant to file additional evidence. I find the Tenant chose not to do so and it would be unreasonable to grant a further adjournment. Both sides were also present at the hearing.
23. Accordingly, the Tenant's request to adjourn is denied.

Revisiting the Admissibility of Late Disclosed Evidence

24. The Tenant raised the issue at the resumed hearing on April 15, 2026 on whether the documents that were previously ruled inadmissible, now be admitted. I permitted parties to make submissions on this issue.
25. At the initial hearing on December 13 2023, The Tenant sought to rely on documents that had been disclosed one or two days before the hearing. Pursuant to Rule 19 of the Board's Rules of Procedure requiring advanced disclosure at least seven days in advance, I ruled that those materials were inadmissible.
26. The present hearing is a continuation of that proceeding following an adjournment as there was insufficient time to complete the hearing during the originally scheduling hearing block. The Tenant now submits, that the documents should be admitted because the Landlord has now had ample time to review them since the adjournment.
27. I do not accept that submission.
28. The question is not about whether the time now exists, it is whether would admitting the evidence now, after it was previously ruled inadmissible, prejudice the fairness or orderly conduct of the hearing.
29. I decline to revisit that ruling.
30. The earlier ruling on admissibility of evidence formed part of the procedural management of the hearing and remains in effect. To revisit that ruling now would undermine the disclosure requirements set out by the Board and would reward non-compliance with those requirements by effectively allowing a party to warehouse late-disclosed evidence until an adjournment creates an additional time or opportunity to review it. For the same reasons, it would also prejudice the Landlord. Pursuant to section 23 of the *Statutory Powers Procedure Act* (the "SPPA") which provides a Tribunal the authority to control its own processes and ensure a fair and expeditious hearing, accordingly the documents remain inadmissible.
31. The Tenant also raised the issue that he had a medical condition at the time and personal circumstances with his family. While I am sympathetic to his prior condition, this is also not an opportunity to re-litigate the original decision.

Determinations:

32. The Tenant's T6 application was filed on October 1, 2021. The Tenant alleges the Landlord failed to comply with maintenance standards in relation to a water leak issue in the rental unit.
33. The Tenant seeks \$16,089.24 in compensation for the costs to replace damaged clothing and \$500.00 in compensation for dry cleaning costs.

34. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.

Water Leak Issue

Tenant's evidence

35. The Tenant testified that the initial water leak issue began on December 3, 2020. The Tenant described the initial leak as minor in severity, consisting of a small amount of water on the bathroom floor and dampness on the wall above the tap in the master bathroom. The Tenant, during cross-examination testified that no property was damaged as a result of the December 2020 leak.
36. The Tenant testified that on December 8, 2020, he attended the Landlord's agent's office in person and spoke with the Property Manager, Marcella. The Tenant testified that Marcella attended the unit with him, observed the leak, and that a hole was made in the ceiling in an attempt to investigate or repair the issue.
37. The Tenant testified that contractors attended on or about December 9 or 10, 2020, but dealt only with issues relating to the stove and did not repair the leak issue in the bathroom. The Tenant testified that the contractors never returned. According to the Tenant, Marcella later advised that a different contractor would be required to address the leak issue.
38. The Tenant further testified that on December 12, 2020, he received an email advising that maintenance work had been completed and inviting him to advise of any further issues. The Tenant stated that he submitted a second complaint through the Landlord's online portal and was instructed to resubmit the request.
39. The Tenant further testified that he continued to follow up regarding the maintenance issue, including attending the office on January 7, 2021. Contractors eventually attended on January 26, 2021, assessed the issue as relating to a faucet problem, and replaced faucets in the kitchen and bathroom.
40. The Tenant advised the Landlord on January 27, 2021 that he would be travelling overseas. According to the Tenant, the Landlord advised during the second week of February 2021 that they would attempt to fix the issue, but the Tenant maintains the issue was not resolved.
41. The Tenant testified that he left for overseas on April 6, 2021 and while abroad, the Tenant received a video call from his roommate sometime on or about April or May 2021 advising that a major flooding event had occurred in the unit. The Tenant further testified that the roommate was not present when the flooding occurred but returned home and discovered flooding affecting the master bathroom, walls in the master bathroom and bedroom, and the closet. The Tenant acknowledged did not provide an exact date the flooding occurred.
42. The Tenant further testified that when he returned to Canada in August 2021, he observed damage to clothing stored in the closet. The Tenant testified that the clothing had been placed on the bed and had a strong odour which had permeated the bed itself. The Tenant

submitted into evidence an itemized list claiming clothing losses totalling \$16,089.24, as well as a dry-cleaning invoice in the amount of \$500.00.

43. The Tenant further testified that discussions occurred with Landlord staff regarding possible compensation and that a subsequent Landlord representative requested that the Tenant submit a fresh itemized list with associated costs.
44. During cross-examination, the Tenant confirmed that no items were damaged as a result of the December 2020 leak and that the damages claimed in the application all relate to the alleged flooding event in April or May 2021. The Tenant also confirmed that he did not make an insurance claim because he was unaware that the losses may have been claimable through insurance.

Landlord's Evidence

45. The Landlord relied on the testimony of Samantha Clarke, the Site Administrator; Ms. Clarke ("SC") testified regarding her role in handling tenant issues and maintenance requests, including accounts payable and receivable matters.
46. SC testified that the Landlord received a maintenance request in December 2020 relating to a stove issue. The Landlord submitted into evidence a maintenance request form regarding the stove. SC testified that the form did not reference a water leak complaint and testified that the Landlord had no knowledge of a water leak occurring in December 2020.
47. With respect to the April 2021 incident, SC testified that the Landlord has records of an emergency ceiling leak occurring in late April 2021 and that she became aware of the issue through maintenance records, although she was not personally present at the unit.
48. SC testified that tenants are expected to report maintenance issues through the online portal or through emergency channels, including by telephone after hours. She further testified that emergency maintenance issues of this nature are responded to immediately.
49. The Landlord submitted into evidence a work order dated May 3, 2021 from Saunders Plumbing and Heating referencing a ceiling leak in the unit. The Landlord also submitted an invoice into evidence dated May 13, 2021 from Saunders Plumbing and Heating in the amount of \$835.59 relating to repairs completed. SC testified that aside from the ceiling leak in April 2021 and a separate faucet leak in the kitchen, the Landlord had no knowledge of any other leak issues in the unit.
50. The Landlord's position is that the Tenant failed to establish that the Landlord breached its maintenance obligations. The Landlord submits that the Tenant acknowledged that the December 2020 leak caused no damage. The Landlord's representative further submits that the evidence regarding the April 2021 flooding event was vague, unsupported, and based largely on hearsay from the Tenant's roommate; and the documentary evidence demonstrates that the Landlord responded promptly to the emergency leak once it became aware of it.

Analysis

51. Section 20(1) of *the Act* requires a landlord to maintain a rental unit in a good state of repair and fit for habitation and to comply with health, safety, housing, and maintenance standards.
52. 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.
53. Having considered all of the evidence before me, I am not satisfied, on a balance of probabilities, that the Tenant has established that the Landlord breached its maintenance obligations under *the Act*.
54. With respect to the December 2020 leak, the Tenant's own evidence was that the leak was minor in nature and caused no damage to property. I accept that the Tenant raised concerns regarding dampness and water accumulation and that the Landlord inspected the issue and undertook investigative and repair efforts, including contractor attendance and faucet replacement. However, there is insufficient evidence before me to establish that the Landlord failed to respond reasonably to the issue or that the condition constituted a breach of section 20 of *the Act*. I have considered that the Tenant claims no damage as a result of this incident.
55. The main part of the Tenant's application relies on the subsequent flooding event in April or May 2021, where I accept that a leak occurred in the rental unit. Both parties acknowledged that an emergency leak event took place, and the Landlord's documentary evidence confirms that plumbing contractors attended the rental unit, and repairs were completed in early May 2021.
56. However, the Tenant bears the burden of establishing, on a balance of probabilities, both that the Landlord breached its maintenance obligations and that the damages claimed resulted from that breach. I find that the Tenant has not met their burden.
57. The Tenant's case relies substantially on hearsay evidence. The Board may admit hearsay evidence; however, the weight to be given to such evidence depends on its reliability, necessity, and corroboration. The Tenant was not present in the country at the time of the April/May 2021 flooding event and was unable to provide direct evidence regarding when the flooding occurred, the duration or severity of the leak, or the precise condition of the unit immediately following the incident. Almost all of the Tenant's evidence regarding the flooding itself was based on information relayed to him by the roommate during a video call.
58. Here, the Tenant did not call the roommate, who's contemporaneous account of the events formed part of the basis for bringing forward the application, as a witness or other individuals at the residential complex who may have witnessed the alleged flooding or water leak. Further, there was no evidence before the Board that the Tenant was unable to locate the roommate, and dealt with as a preliminary issue, no satisfactory reason was

given as to why the roommate was not called to testify. Had these individuals been called as witnesses, their testimony would have been subject to cross-examination, and this may have added credibility to the Tenant's submissions that the Landlord was either responsible for the damages or that the Landlord was in breach of their responsibilities under section 20 of *the Act*.

59. Further, the Tenant led insufficient documentary evidence establishing the scope or severity of the alleged flooding damage. While the Tenant testified that substantial damage occurred to clothing and personal belongings, no photographs, purchase receipts, or other supporting documentation were submitted to substantiate either the existence of the items listed, or the value of the alleged losses. The itemized list submitted by the Tenant consists entirely of estimates assigned by the Tenant himself without any supporting documentation. I therefore place limited weight on those claimed amounts. In my view, all of this substantiating evidence was easily available to the Tenant and yet none of it was presented.
60. I also note that the Landlord's evidence demonstrates that once the emergency leak was reported, the Landlord responded promptly by arranging plumbing repairs. The work order dated May 3, 2021 and the invoice dated May 13, 2021 from Saunders Plumbing and Heating support the Landlord's evidence that the issue was treated as an emergency matter and addressed shortly after it came to the Landlord's attention. There is insufficient evidence before me to establish that the Landlord failed to act reasonably once aware of the issue.
61. Finally, while the Tenant testified that discussions may have occurred regarding possible compensation, no documentary evidence or correspondence relating to any such discussions was submitted. In any event, the existence of settlement discussions would not, on its own, establish liability under *the Act*.
62. Overall, while I accept that a leak occurred in the rental unit, I have assessed the reliability and probative value of the evidence presented, including the hearsay evidence of the Tenant. I have also considered that s. 15(1) of the SPPA specifically permits the introduction of hearsay evidence, whether or not it was given under oath or affirmation. I have also considered that admitting hearsay evidence under s. 15(1) of the SPPA can and has been found to constitute a denial of natural justice (see *B.(J). v. Catholic Children's Aid Society of Metro Toronto* [1987] O.J. No. 2614 (Div. Ct.) and *Re Girvin et al. and Consumer's Gas Co.*, [1973] O.J. No. 814 (Div. Ct.)). In my analysis, where evidence was based on second-hand information or inference rather than direct observation, I have explained the weight assigned to that specific evidence.
63. For the reasons set out above, I am not satisfied, on a balance of probabilities the evidence before me is insufficient to establish that the Landlord breached section 20 of *the Act* or that the Tenant incurred compensable losses as alleged. Accordingly, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's T6 Application is dismissed.

May 19, 2026
Date Issued

Greg Witt
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.