



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-084040-25

In the matter of: 201, 112 ST JOSEPH'S DR
HAMILTON ON L8N2E7

Between: Hadirat Alaya Kuranga Tenants
Azeez Adebayo Kuranga

And

112 St. Joseph's Inc. Landlords
Multifamily Management Group Inc.

Hadirat Alaya Kuranga and Azeez Adebayo Kuranga (the 'Tenants') applied for an order determining that Multifamily Management Group Inc. (the 'Landlords') failed to meet the Landlords' 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 14, 2026.

Only the Tenant Hadirat Kuranga attended the hearing.

As of 11:45 a.m. the Landlords were 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.

Determinations:

1. As explained below, the Tenants proved on a balance of probabilities the following allegations contained in the application: the Landlords failed to address reported cockroaches, a non-functioning oven, non-functioning air conditioning, and window screens in need of repair.
2. Therefore, the Landlords must complete treatment for cockroaches and repair or replace the oven, air conditioning, and window screens..
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 Landlords 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.

4. I find that the Landlords failed to meet the Landlords' obligations under subsection 20(1) of the Act to maintain the rental unit. When the Tenants moved in immediately after the last tenant vacated, the Landlords assured them that the outstanding maintenance items would be done shortly after. Painting was done, although later than the Tenants would have preferred, but no other repairs were done. The Tenants reported the problems to the Landlords using the communication/maintenance portal on the following dates:
 - a) September 4, 2025 – water dripping from air conditioning unit, insufficient cooling
 - b) September 4, 2025 – window screens in need of repair and/or replacement
 - c) October 8, 2025 – cockroach infestation, treatment needed
 - d) January 4, 2026 – oven not working
5. The Landlords made some commitments to complete repairs, however as of the date of the hearing none of the required repairs have been completed.

Remedies

6. The Landlords must complete the following repairs on the following timelines:
 1. Air conditioning inspected by qualified technician by June 5, 2026. Identified repairs shall be completed by June 19, 2026.
 2. Window screens shall be repaired or replaced by June 5, 2026.
 3. A qualified pest control technician shall inspect the rental unit by May 29, 2026 with recommended treatments to be completed in accordance with the recommendations of the technician.
 4. Oven to be inspected by May 29, 2026 and repaired or replaced by June 12, 2026.

It is ordered that:

1. The Landlords shall complete the following repairs and work by the following dates:
 1. Air conditioning inspected by qualified technician by June 5, 2026 and identified repairs completed by June 19, 2026.
 2. Window screens repairs or replaced by June 5, 2026.
 3. Rental unit inspected by a qualified pest control technician by May 29, 2026 and treatment(s) completed in accordance with their recommendations.
 4. Oven inspected by May 29, 2026 and repaired or replaced by June 12, 2026.

2. If the Landlords do not do the repair(s) and work by the dates specified above, the Tenants are authorized to arrange for the repair(s) or work to be done and may recover the cost of the repair(s) and work by deducting the amount from the rent owing for the month(s) after the repair(s) and work are done until there is no longer any money owing.

May 22, 2026
Date Issued

Dawn Carr
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.