



Order under Section 30 Residential Tenancies Act, 2006

Citation: Regis v Peel Living, 2026 ONLTB 39964

Date: 2026-05-22

File Number: LTB-T-079459-24

In the matter of: 56, Cliff Rd N 3225
Mississauga ON L5A3G7

Between: Clary Regis Tenant

And

Peel Living Landlord

Clary Regis (the 'Tenant') applied for an order determining that Peel Living (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 February 24, 2026.

Only the Tenant attended the hearing.

As of 12:35 PM, 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 on a balance of probabilities the following allegations contained in the application: the basement foundation needs to be remediated to ensure water does not enter into the basement.
2. Therefore, the Landlord must conduct repairs to ensure water does not enter the basement.
3. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair or maintain the rental unit or residential complex and/or failed to comply with health, safety, housing or maintenance standards.
4. 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.

5. The Tenant's evidence is uncontradicted. The Tenant indicated that when it rains, water enters the basement through the foundation walls. The Tenant provided photos showing water in the basement. Although this has been going on for some time, and there may have been some Landlord remediation efforts, the Tenant maintains water continues to enter.
6. The Tenant's evidence related to a basement sink leaking was proven on a balance of probabilities. The Tenant's evidence was that the sink leaks and despite the Landlord being made aware of the request to have it repaired, as of the hearing date, the Landlord has not attended to repair the leak.
7. The Tenant's evidence of a refrigerator not working was not proven on a balance of probabilities. The Tenant testified that the fridge was replaced, but that the replacement refrigerator was smaller.

Remedies

8. The Tenant did not prove he had out of pocket expenditures. He indicated purchasing a dehumidifier, mold detector and cement, but was unable to show the receipts or alternatively provide details as to the location of purchase, type/model number, if any, or the approximate date of purchase. Remedies for these expenses are denied.
9. The Tenant failed to prove that their property was damaged as a result of the water entering into the basement. As such, no remedy for property damage is awarded.
10. The Landlord shall attend at the unit and conduct the repairs, replacement or other work that is necessary to remedy the water entering into the basement and the basement sink leak.

It is ordered that:

1. The Landlord shall repair, replace or work on ensuring water does not enter into the residential unit basement, and that the basement sink functions appropriately and does not leak, by June 22, 2026.
2. If the Landlord does not do the repair(s), replacement(s) or work by June 22, 2026, the Tenant is authorized to arrange for the repair(s), replacement(s) or work to be done and may recover the cost of the repair(s), replacement(s) or work by deducting the amount from the rent owing for the month(s) after the repair(s), replacement(s) or work is done until there is no longer any money owing.
3. If the Landlord does not do the repair(s), replacement(s) or work by June 22, 2026, the Tenant is authorized to deduct \$250.00 from the rent owing for the month(s) beginning July 2026 until the repair(s), replacement(s) or work are complete.

4. The Landlord shall also pay the Tenant is \$48.00. This amount represents the cost of filing the application.
5. The Landlord shall pay the Tenant the full amount owing by June 2, 2026.
6. If the Landlord does not pay the Tenant the full amount owing by June 2, 2026, the Landlord will owe interest. This will be simple interest calculated from June 3, 2026, at 4.00% annually on the balance outstanding.
7. If the Landlord does not pay the Tenant the full amount owing by June 2, 2026, the Tenant may recover this amount by deducting the amount from the rent owing for July 2026.
8. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 22, 2026
Date Issued

Jeanie Theoharis
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.