



Order under Section 30 Residential Tenancies Act, 2006

Citation: Gulati v Akhter, 2026 ONLTB 39390

Date: 2026-05-22

File Number: LTB-T-049805-23

In the matter of: 2206, 3 Massey Square
EAST YORK ON M4C5L5

Between: Mayank Gulati Tenant

And

Farhad Sherin Akhter Landlord

Mayank Gulati (the 'Tenant') applied for an order determining that Farhad Sherin Akhter (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 January 30, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue:

Adjournment request

1. This application was filed July 1, 2023. An Adjudicative Case Conference was held on October 16, 2024. The application did not resolve. It was again before the Board on January 9, 2025 and was adjourned because the Landlord's legal representative was unavailable and had previously informed the Board that she was unavailable. The Landlord was out of the country and did not attend the hearing.
2. The parties were before me on January 27, 2026 for another application (T2 application). The Landlord was represented by a different legal representative than the one retained for this application. I advised the Landlord on January 27, 2026 that Ms. Van Maurik, the representative for this application, was currently not in good standing with the Law Society of Ontario and because of this she would not be able to appear even if the Landlord were able to contact her.

3. At the hearing, the Landlord requested an adjournment because Ms. Van Maurik had not returned her calls and Mr. Alam, her representative for the other application, was unavailable.
4. I denied the request to adjourn for the following reasons.
5. The application was filed approximately two and a half years before the hearing date. This application concerns only two minor maintenance issues: the kitchen sink, and a cracked toilet.
6. The decision to grant an adjournment is discretionary when the Member is satisfied that “an adjournment **is required to permit an adequate hearing to be held**” [emphasis added]. I do not find that an adjournment is required to permit an adequate hearing. The Landlord has been aware of the Tenant’s two allegations for two and a half years and ought to be prepared to address them. The issues are not complicated.
7. I am required under section 183 of the *Residential Tenancies Act, 2006* (the “Act”) to “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.**” [emphasis added] Permitting a further adjournment on a straightforward application after two and a half years is not expeditious.
8. The Notice of Hearing was sent to the parties on December 15, 2025, a month and half prior to this hearing date. The Landlord had ample opportunity to seek other legal representation if she was unable to communicate with her representative.

Request to Amend

9. At the hearing, the Tenant requested to amend the application in accordance with his request filed January 2, 2025. I granted the Tenant’s request as I am satisfied that the Tenant served the Landlord in accordance with Rule 15 of the Board’s Rules of Procedure and that the Landlord was aware of the request prior to the hearing. There is no prejudice to the Landlord in granting the request because the remedies sought on the amended application are significantly lower than those sought on the original application.

T6 application

10. The rental unit is a condominium unit in a high-rise building. The monthly rent is \$2,000.00.
11. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application: the Landlord failed to repair the kitchen sink or reimburse the Tenant when he had the kitchen sink repaired, and the Landlord failed to repair the cracked toilet within a reasonable time.
12. Therefore, the Landlord must pay to the Tenant \$648.00, which represents his out-of-pocket costs to fix the sink, a rent abatement for the sink and toilet issues, and the application filing fee.

Kitchen Sink

13. The Tenant testified that on or about January 14, 2023, the kitchen sink was clogged, and the pipe was leaking. After unsuccessfully attempting to fix the problem himself, the Tenant sent the Landlord a text message. The Landlord's response was to ask when he was vacating the rental unit. The Tenant contacted the condominium management. Their plumber attended, informed the Tenant that the building was not responsible for the repair, and told him that he would need to call a plumber.
14. The Tenant called a plumber and submitted a receipt into evidence dated January 17, 2023 for \$200.00 for the sink repair. On January 19, 2023, the Landlord sent the Tenant a message that he was responsible for the clog, the repair, and its cost, and not to send her the receipt.
15. The Landlord did not dispute the Tenant's allegation but relied on the tenancy agreement which stated that all minor maintenance was the Tenant's responsibility.
16. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit by failing to repair the kitchen sink.
17. 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.
18. In this case, the Landlord's response was not reasonable. Under subsection 20(1) of the Act, a landlord is responsible for maintaining the rental unit in a good state of repair and complying with maintenance standards. Subsection 3(1) of the Act states that the Act applies "despite any other Act and despite any agreement or waiver to the contrary." A landlord is not permitted to transfer the responsibility for any maintenance to a tenant or to rely on a tenancy agreement which does not comply with the Act. The Landlord is therefore not permitted to rely on the tenancy agreement in this case because it does not comply with the Act.

Crack in the Toilet

19. The Tenant testified that on approximately February 14, 2023, he noticed a crack in the toilet bowl and tank. He submitted a video into evidence which shows a hairline crack in the tank, toilet bowl, and base, and water dripping into a container on the floor.
20. He informed the Landlord on February 15, 2023 and sent her a picture of the crack after talking to the building's plumber. He informed the Landlord that the plumber said the toilet needed to be replaced to prevent leakage, flooding, or injury. The Landlord responded on February 16, 2023: "You have to let me know when you will leave since my son will be moving into the unit." There was no order of the Board terminating the tenancy or any agreement between the parties to do so.

21. The Tenant contacted the City of Toronto on March 1, 2023 to request assistance but did not receive a response.
22. The Tenant sent another picture to the Landlord on June 2, 2023 and July 5, 2023 and told her that the crack had spread and had begun leaking. On July 17, 2023, the Tenant sent an email to the Landlord and again requested a plumber. She ignored his request and responded that she wished to set a date to give him compensation for issuing an N12 Notice to Vacate.
23. The Tenant sent a video of the leak to the City Inspector on July 31, 2023 and followed up August 3, 2023. The City Inspector informed the Tenant that a Property Standards Order was issued by registered mail to the Landlord. The Tenant did not hear from the Landlord.
24. The Landlord informed the Tenant by text on September 20, 2023: "You only told me about a crack in February, but I have been giving you notice to vacate my Apartment from before so that my son can move in. I want to make all repairs once you leave." The Landlord had a plumber fix the toilet on approximately September 24, 2023.
25. The Tenant testified that because the toilet kept leaking, he needed to keep cleaning the water off the floor.
26. The Landlord testified that when she went to the rental unit on September 22, 2023, she did not see the toilet leaking. The Tenant only sent her photos but did not send the video of the leaking toilet to the Landlord, only to the City. She testified that she had lots of expenses but replaced the toilet in September.
27. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the rental unit by failing to repair or replace the toilet from February 14, 2023 when the Tenant advised her of the issue to the end of September 2023.
28. The Tenant's February 15, 2023 email was clear that the building's plumber recommended changing the toilet. His July 5, 2023 message informed the Landlord that he toilet was leaking. The Landlord's September 20, 2023 message to the Tenant was clear that her focus was on getting him to vacate the unit and that she had no intention of doing repairs until he did so. This was not reasonable.

Remedies

29. Tenants pay monthly rent for the package of goods and services respecting their rental unit. When tenants do not receive the full value of this package of goods and services (for example, due to a landlord's breach of s.20 of the Act), the tenants are generally awarded an abatement of rent that reflects the percentage of this package of which they were deprived. One of the key factors in determining the amount of a rent abatement is the impact of the issue on the tenants.
30. In this case, dealing with the Landlord was inconvenient for the Tenant and influenced by other issues in the tenancy (the subject of application LTB-T-000158-23, a T2 application). The Tenant's evidence was that he had a clogged and dripping sink for three days and was required to arrange to fix it himself. He had a cracked toilet for approximately six

months, and a leaking toilet for at least three of those months. While he could still use the toilet, he needed to keep mopping up the water that leaked, which was very inconvenient.

31. After considering the duration of the problems and the impact on the Tenant's enjoyment and use of the rental unit, I find that the Tenant is entitled to a lump sum rent abatement of \$400.00 for the three days of sink issues and for the cracked toilet, which leaked from at least July to September 24, 2023.
32. The Tenant incurred out-of-pocket expenses to fix the kitchen sink because of the Landlord's breach. The Landlord did not repair the sink and informed the Tenant that she would not pay for its repair. Therefore, the Landlord must pay the Tenant \$200.00 for these out-of-pocket expenses.
33. The application requests an order that the Landlord repair the toilet, but this remedy is moot as the Tenant indicated that the toilet was repaired.

It is ordered that:

1. The Landlord shall pay to the Tenant \$648.00. This amount represents:
 - \$400.00 for a rent abatement for three days of unrepaired sink and a leaking toilet from July to September 24, 2023;
 - \$200.00 for the reasonable out-of-pocket expenses that the Tenant has incurred to fix the sink; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 2, 2026.
3. 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.

May 22, 2026
Date Issued

Margo den Haan
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.