



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-T-025076-25-RV

In the matter of: Upper, 190 RETREAT BLVD
WOODBIDGE ON L4H0T9

Between: Katuala Bitshilualua Tenant

And

Bashura Mahmood Landlord

Review Order

Katuala Bitshilualua (the 'Tenant') applied for an order determining that Bashura Mahmood (the 'Landlord') failed to meet the Landlord maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was resolved by order LTB-T-025076-25 issued on January 16, 2026. The Tenant and their legal representative did not attend the January 13, 2026 hearing.

On February 10, 2026, the Tenant requested a review of the order.

On February 11, 2026, interim order LTB-T-025076-25-RV-IN was issued.

This application was heard by videoconference on April 30, 2026.

The Landlord's Legal Representative Vidy Matadeen, the Landlord, the Tenant's Legal Representative Chastity Jackson and the Tenant's daughter Anna Kitoko attended the hearing.

Determinations:

1. The Tenant submitted that they had joined the hearing at 9:09 a.m., on January 13, 2026 and that the application had been dismissed as abandoned at that point. They also submitted that the Tenant did not attend because they were in the hospital; something that the legal representative only learned after the fact.
2. The Landlord opposed the request for a review on the basis that this was a pattern of behaviour for the Tenant in other proceedings.
3. The Board shared on the screen the moderated docket for January 13, 2026. The moderator shows that the Landlord's legal representative had signed in late, at 9: 21 a.m.

4. The Tenant's legal representative submitted that they had been in attendance in another hearing room, and once that matter was resolved they attended this hearing. They disagreed with the Board's records that clearly demonstrated they had arrived late.
5. I granted the request for a review. In my view where the legal representative makes an inadvertent innocent mistake, their client should not bear the consequences to suffer the irrevocable loss of the right to proceed.
6. The representative's innocent mistake in this case is two-fold. They just assumed they could show up late without consequences. Secondly, they did not join the hearing early and advise the moderator and the Member that they were in another hearing room and to request that the matter be stood down until they returned. In effect the representative had to choose between which clients to represent first and did not choose wisely.
7. Finally, I would distinguish this from the decision of the Divisional Court in *Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541, where the court found that a lack of due diligence was not reason to grant a review. In this case the legal representative did appear in the hearing on the hearing date, albeit late, through inadvertence and not a lack of due diligence.
8. The Board proceeded with a hearing on the merits of the Tenant's application.
9. The Tenant's witness Anna Kitoko testified. They are the daughter of the Tenant and indicated they were familiar with the issues in the application.
10. They testified that the family of seven (7) had moved into the rental unit on January 2024. They occupied the upper floors of the rental unit. They alleged that some of the appliances were not working when they moved in, that is the dishwasher, the washer and dryer.
11. They indicated that they had contacted the Landlord and verbally reported the issues.
12. They indicated that they paid for the dryer repairs.
13. They indicated that in January or February 2025, they had advised the Landlord that the gas stove was not working. They indicated that in February 2025 they were given a counter top electric two-burner stove to cook until the gas stove was replaced.
14. They indicated that the Landlord did not repair the dishwasher before they vacated the rental unit in September 2025.
15. The Landlord Bashura Mahmood testified. They stated that they occupied the basement unit as of November 2024.
16. They denied that the Tenant had ever advised them about the gas stove. They stated that they noticed a gas smell and called Enbridge to inspect. At that time the gas to the gas stove was turned off. They indicated that they had replaced the stove on May 7, 2025.
17. They indicated that they had discussed the non-functioning dishwasher and that the Tenants indicated they could wash the dishes in the sink, to explain why it was never repaired.

18. On cross-examination they were shown an email from their property manager at DOC-7137120, page 1. The property Manager James Sinclair from Northern Lights Consulting in their email dated March 24, 2025, to the Tenant that the gas stove will not be replaced until the end of the tenancy. The Landlord confirmed that their email address was correct, as well as that of their spouse, however, they denied ever seeing this email. They also stated that the property manager was not acting in accordance with their instructions when this email was sent.
19. On cross-examination, the Landlord was shown page 7 to DOC-7126953. The Landlord stated that this was their summary of issues and monies owed by the Tenant.
20. The document shows that the Landlord had the dishwasher inspected on January 26, 2024 and that the technician had indicated that it was not repairable.
21. The document shows that the gas stove issues were noticed on January 7, 2025 (they indicated that the 2024 year was an error).

Analysis

22. I find that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair the rental unit. Section 20(1) of the Act requires that a Landlord maintain a unit in a good state of repair.

20 (1) 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.

23. 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.
24. Section 202(1) of the Act requires that the Board ascertain the real substance of all transactions and activities in a tenancy and the good faith of the parties.

202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

25. In the present case, the Landlord kept referring to the tenancy as “temporary” although it was a fixed term lease that became a month-to-month tenancy at the end of the fixed term. The Landlord was waiting for the Tenant to vacate so they could take up residence in their home and were “cramped” into the basement and paying storage fees. It is more likely the Landlord refused to make some repairs to simply coerce the Tenant into vacating the rental unit.
26. Based on the Landlord’s own summary of issues and monies owed, I am satisfied that the Landlord was aware that the dishwasher was not working at least sometime before January 26, 2024.
27. In my view it is not fatal that a Tenant does not put in writing every maintenance request, where the parties routinely communicated in person or by telephone. I accept based on the admissions of all the parties that the dishwasher was never repaired or replaced during the tenancy.
28. I accept that the Landlord was aware that the gas stove was not working in January 2025. Although the Landlord did not produce any receipts, I accepted based on the admissions of the parties that the gas stove was replaced in May 2025.
29. I did not find the Landlord’s statements that the appliances broke due to tenant negligence. The Landlord did not have any technician testify. As a result, any comments were hearsay statements, and I have not given hearsay any weight.
30. I do not find the Landlord’s statements that the Tenant did not request repairs and that therefore they had no obligation to effect repairs. The obligation to repair the dishwasher and the gas stove was triggered as soon as the Landlord became aware that they were broken and in need of repair.

Remedies

31. When the Tenant rented this until the rent they paid included a bundle of goods that included a functioning dishwasher and gas stove. The Landlord was aware of these issues and delayed replacing the gas stove and refused to repair the dishwasher.
32. The Tenant requested a rent abatement for a total amount of \$5,075.00. This was broken down as \$175.00 per month for the loss of the use of a functional dishwasher; and 30% of monthly rent for the loss of the use of a functional gas stove.
33. The Landlord submitted that the application should be dismissed, and the remedies rejected.
34. In *Offredi v. 751768 Ontario Ltd.*, 1994 CanLII 11006 at paragraph 12, the Divisional Court found that there is no mathematical way in which an appropriate amount of a rent abatement could be determined.

As to the amount of the reduction, the learned judge recognized that there was no mathematical way in which an appropriate amount could be determined. He obviously wrestled with the problem and arrived at the conclusion that 20% was a fair figure in this case to compensate the tenants for the deplorable

conditions to which they have been subjected. We can see no justification for our changing that decision, made by the judge who heard the evidence as to those conditions.

35. I must consider what is fair in all the circumstances. The parties did not provide case law on an appropriate remedy or to show what may have been ordered by the Board in past decisions. In my view the amounts requested appear to be high.
36. I am satisfied that for the loss of the dishwasher during the tenancy, from end January 2024 until September 2025, 17 months an amount of \$50.00 per month is appropriate. The Tenant may have been inconvenienced in having to manually wash the dishes, at least they had some other alternative to minimize the impact. Therefore, an amount of \$850.00 shall be ordered.
37. I am satisfied that for the loss of a gas stove for the period January – May 2025, 4 full months that an amount of \$500.00 per month is appropriate. There is no substitute for a functioning stove and oven to prepare meals for a family of seven(7). A two-burner countertop stove is wholly inadequate and does not provide a reasonable alternative. I note also that the Landlord through their property manager indicated that the Landlord was not going to repair or replace the gas stove. Therefore, an amount of \$2,000.00 shall be ordered.
38. The Tenant also requested out-of-pocket expenses in the amount of \$25.00 per day for the costs of take-out meals in lieu of being able cook using a functioning gas stove. In my view this amount is reasonable in all of the circumstances for a family of seven(7). Therefore, for a total of 119 days x \$25.00 = \$2,975.00 shall be ordered.
39. The Tenant also paid an application fee of \$48.00 and is entitled to be reimbursed that fee.

It is ordered that:

1. The request to review order LTB-T-025076-25 issued on January 16, 2026, is granted. The order is amended as follows.
2. The Landlord shall pay to the Tenant XX for the following:
 - \$2,850.00 for a rent abatement.
 - \$2,975.00 for out of pocket expenses.
 - \$48.00 application fee.
3. The Landlord shall pay the Tenant the full amount owing by June 1, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by June 1, 2026, the Landlord will owe interest. This will be simple interest calculated from June 2, 2026, at 4% annually on the balance outstanding.

May 22, 2026
Date Issued

Robert Patchett
Vice Chair, 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.