



AMENDED ORDER
Order under Section 30
Residential Tenancies Act, 2006
and Section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-T-005091-25-AM

In the matter of: 68 RUTHERFORD WAY
KANATA ON K2K1N4

Between: Yuan Gao Tenants
Kelvin Tam

And

Xi Zhou Landlord

This amended order is issued to correct a clerical error in the original order issued on May 19, 2026, specifically to add payment out of rent paid into the Board.

Yuan Gao and Kelvin Tam (the 'Tenants') applied for an order determining that Xi Zhou (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 May 6, 2026.

The Landlord and the Tenant Kelvin Tam on behalf of both Tenants, attended the hearing. The Tenant Yuan Gao attended at the very end of the hearing and did not give evidence as the Tenant's case was closed. Ryan Meng, the Landlord's witness also attended the hearing.

Determinations:

1. This Tenants' application is largely about cold temperatures in the rental unit. The Tenants the Landlord breached their maintenance obligations by failing to repair the heating system, entrance doors weather stripping, kitchen door hinge, and floor T molding in a reasonable and timely manner.
2. As explained below, the Tenants proved on a balance of probabilities the allegations regarding the heating system. Therefore, the Landlord must pay to the Tenants \$1,048.00.
3. However, for the reasons below, the Tenants did not prove the allegations regarding the doors kitchen door hinge, and floor T molding. As explained below, the Tenant did not

prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.

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.

Heating System

5. The Tenant Kelvin Tam testified that the heat in the rental unit was insufficient and stayed below 20 degrees starting in late November. Although the Tenant had no evidence of temperature in November and December, the City By-Law Officer, who tested the rental unit in early January found the temperature to be below 20 degrees in the bedrooms, and therefore I find it reasonably probable that the temperature was also cold throughout December.
6. The Residential Tenancies Act, 2006 (the 'Act') definition of 'vital service', requires the Landlord to provide heat between September 1 and June 15. Room temperature must be 20 degrees when tested 1.5 metres above floor level and one metre from exterior walls in all habitable spaces.
7. It is not disputed that the Tenants told the Landlord of the problem on November 30, 2024. It is also not disputed that the Landlord deducted \$100.00 from the rent in December and January to account for the increased heating bills in those months.
8. The Landlord further called a service technician to come on January 2nd or 3rd. I am satisfied the verbal report indicated the furnace was old and had to be replaced. The Landlord did not want to replace the furnace.
9. It is not disputed the Tenants called the City who inspected the rental unit on January 8, 2025. The temperature was found to be 18 degrees Celsius. Furnace repair and duct cleaning were recommended. The Landlord was sent a copy of their report on January 13, 2025.
10. It is not disputed that the Landlord provided the Tenants with two space heaters at the end of January. Based on the photos of the heaters provided, they were inadequately small.
11. In response to the City report, the Landlord sent a contractor to inspect the furnace again and service it. Fan speed was increased but it was clear the ventilation system had problems and did not blow hot air. The fan became louder and blew longer in an effort to heat, disrupting the Tenant's sleep. That report produced by the Landlord indicates the ducts should be cleaned and the insulation in the attic should be checked for sufficiency.
12. The City attended again on February 6, 2025. All rooms were now at or above 20 degrees due to the fan speed.
13. The Landlord changed the furnace on February 9, 2025.

14. The Tenants state that the issue was not resolved. The Tenants provided few temperature readings, and the two that were provided were not reliable. I say this because one was taken against the fridge, and it is unclear if the other was taken the required 1.5 meters from the wall and floor and what room this was in. The Tenants failed to demonstrate they could not put the heat higher, despite the vent system blowing poorly. One temperature reading taken in April read 17 degrees, however, it was taken against the refrigerator door, which is a source of cold. I find that reading unreliable to indicate the temperature in the bedrooms upstairs. The Tenant did not call the City to return.
15. It is not disputed the Landlord did not clean the duct work as recommended until July of 2025. They also did not hire an HVAC specialist to inspect the duct work or inspect the insulation in the attic to ensure its sufficiency. The Landlord concluded in a communication with the Tenant on March 1, 2025 that there appears to be no solution.
16. The Tenants submit that temperature is subjective, and they felt cold, even if it was at 20 degrees. They did not want to raise the temperature on the main floor because it became dry and hot and it was a nuisance to raise each night before bed. They agree that raising the temperature on the main floor gave adequate heat upstairs. This application is for breach of maintenance obligations, not substantial interference. Regardless, I do not believe the temperature issue in this case rises to the level of substantial interference.
17. Although setting the thermostat higher costs more in utilities and may create fan noise the Tenants led no evidence that after the furnace replaced, the fan speed noise was an issue, or the bills remained high. The Tenants did not dispute that the heat on the main floor was adequate if the thermostat was kept higher. No documentary evidence of the Tenant's heating bills was provided at the hearing.
18. Regarding the duct work, the Landlord stated they believed it could not be cleaned in winter and produced a text from a duct cleaning service supporting the refusal to do winter duct cleaning. They called no other company. The Tenants provided contradictory evidence in the form of communication from another duct cleaning company that they do work all year round. I find the Landlord put little effort in investigating the problem when it was clear the furnace was simply only part of the issue. However, the impact of that lack of cleaning is less clear, as no evidence was led by the Tenants as to if cleaning the ducts would in fact have made a difference.
19. It is also clear the Landlord made no effort to investigate attic insulation. However, despite the Landlord's failure to investigate, the Tenants did not prove on a balance of probabilities that the attic insulation was in fact in disrepair. A foot note recommendation in the report is insufficient in my view to prove disrepair or that the Landlord failed in their maintenance obligations.
20. In this case, I am satisfied the Tenants proved that from December to January 27, the room temperature was not above 20 degrees upstairs. Thereafter, the room temperature upstairs was above 20 degrees if the thermostat was increased, due to the increase in the fan speed and the new furnace.
21. Based on the evidence before me, I find the Tenants proved on a balance of probability that the Landlord did not investigate or repair the furnace in a reasonable and timely manner after notification of the problem on November 30, 2024 and failed to meet their

section 20(1) maintenance obligations under the Act from December through to January 27, 2025.

22. Considering impact to the Tenants, while the monetary benefit of \$100.00 was welcome, did not relieve discomfort, and the Tenants complained of cold and disrupted sleep.

23. I also note the Tenants did not mitigate their damages by purchasing their own, more adequate space heaters to ensure themselves and their child were warm enough to avoid health issues and discomfort, Nor did they wish to raise the temperature setting of the thermostat higher. As new furnaces usually come with new thermostats, it is likely they could have programmed the new thermostat to increase at nighttime. I have considered that lack of mitigation in the remedy award below.

24. I find therefore that a rent abatement for the month of December and January in the lump sum of \$1,000.00 to be appropriate.

Entrance Door Weather Stripping.

25. The Tenant said there were significant gaps around the entrance screen door to the rental unit, allowing in cold air. A photo was produced.

26. The Landlord did not dispute being told about the problem in the October by text. The weather strip was repaired on November 22, 2024 among other things on the list to repair.

27. The weather strip continued to be a problem and was identified in the City's By-Law report. The Landlord repaired that weather stripping by changing that screen door on January 31, 2026. More sealant was applied to the front door as well.

28. I find the Landlord responded in a reasonable and timely way to the weather strip issue and the Tenants failed to prove the Landlord did not meet their maintenance obligations under section 20(1) of the Act regarding this issue.

Kitchen Door Hinge and Floor T. Molding.

29. The kitchen door hinge was loose and the floor T-molding transition was raised in one place. The Tenants told the Landlord about it when it was discovered in the City By-Law report given to the Landlord on January 13, 2025. The Landlord sent a contractor to repair the hinge and T-floor molding on January 31, 2025 along with the other repairs.

30. The Tenants testified that the City By-Law officer noticed the kitchen door hinge disrepair in their report on January 10, 2025. The Landlord was notified by the report on January 13, 2026, and on January 31, 2025 they repaired the issue when their contractor came to fix all issues. Although there was a delay in between, I accept that the contractor needed time to attend to fix a number of problems, including buying and installing a new screen door. I find therefore that the Landlord responded in a reasonable and timely manner to the T-molding and kitchen door hinge disrepair.

31. The Tenants failed to prove the Landlord did not meet their maintenance obligations under section 20(1) of the Act regarding these issues.

Rent into the Board

32. The Tenant paid \$5,200.00 into the LTB since the application was filed.

It is ordered that:

1. The Landlord shall pay the Tenants is \$1,048.00. This amount represents:
 - \$1,000.00 for a rent abatement for the period from December to February 9, 2026.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by May 30, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by May 30, 2026, the Landlord will owe interest. This will be simple interest calculated from May 31, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. **\$5,200.00 together with any accrued interest that the Tenant paid into the LTB in trust shall be released to the Landlord by the LTB.**

May 19, 2026

Date Issued

Julie Broderick

Member, Landlord and Tenant Board

May 21, 2026

Date Amended

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.

***Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice.**