



## **Order under Section 30 Residential Tenancies Act, 2006**

**File Number:** LTB-T-086250-25

**In the matter of:** 1810, 7 Townsgate Drive  
Vaughan ON L4J7Z9

**Between:** Maryam Motamedy  
Hamed Motamedi  
Zahra Abolmasoumi  
Mohammad Motamdei  
Tenants

**And**

Genia Maizlin  
Landlord

Maryam Motamedy, Hamed motamedi, zahra abolmasoumi and mohammad motamdei (the 'Tenants') applied for an order determining that Genia Maizlin (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.

An Adjudicative Case Conference ('ACC') was held by videoconference on May 20, 2026. Only the Tenants, Maryam Motamedy ('MM') and Hamed Motamedi ('HM'), attended the ACC.

As of 10:48 a.m., the Landlord was not present or represented at the ACC although properly served with notice of this ACC by the LTB. There was no record of a request to adjourn the ACC. As a result, the application proceeded to an uncontested hearing with only the Tenants' evidence.

### **Determinations:**

#### Preliminary Issues

1. I raised at the hearing that the Tenants' application contained a number of general statements about issues with the Landlord and provided a vague description of the issues with very few dates. Moreover, many of the issues were not maintenance issues. I explained that this was problematic because an application must contain sufficient particulars so that the responding party understands the case to be met and can prepare a response. In addition, dates such as when the disrepair started and when it was reported to the Landlord are important as there is a one-year limitation period set out in subsection 29(2) of the Act. The limitation period affects whether a remedy may be granted or may limit the period of time for which it may be granted.

2. The only maintenance issue that was clearly set out with dates and sufficient particulars was the alleged failure to repair the stove in the rental unit.
3. After raising the aforesaid issues with the Tenants, the Tenants stated that they still wished to proceed with their application based on the stove issue only. Accordingly, the application proceeded regarding the allegation of stove disrepair only.
4. As explained below, the Tenants proved on a balance of probabilities the allegations of stove disrepair. Therefore, the Landlord shall compensate the Tenants in accordance with the order below.

#### Failure to Maintain/Repair the Stove

5. MM testified on behalf of the Tenants. A summary of MM's evidence is as follows:

- The rental unit had a stove with four burners and two of the burners did not function properly. Specifically, since 2023 the two larger burners did not maintain a stable temperature during cooking and would often increase in temperature in the middle of cooking unexpectedly, which could not be controlled. As a result, the stove could not be left unattended when the two larger burners were in use.
- MM's mother, who is also a Tenant and a senior, did the majority of the cooking and was forced to work with the two larger burners that weren't really working properly, which resulted in her experiencing issues with her knees and waist.
- On January 28, 2025, MM sent an email to the Landlord and complained about the stove. Specifically, MM stated in the email that the two large burners of the stove needed a safety inspection and a technician to repair it because the temperature of the burners would increase on their own. A copy of the email was tendered as evidence.
- The Tenants did not receive a response from the Landlord regarding the complaint about the stove and on February 19, 2025, MM sent a follow up email stating that the Tenants had yet to receive a response or action plan from the Landlord. A copy of the email was tendered as evidence.
- On September 16, 2025, the Landlord emailed HM asking if it would be acceptable to have her professional licensed technician inspect the stove. HM responded to the Landlord's email saying that he would prefer to book an inspector himself, to be at the Landlord's expense. MM stated that the Tenants did not want the Landlord's technician to come because they were the Landlord's friend and were no longer a licensed technician. This same technician had done other repairs in the rental unit and the Tenants did not feel that he would be able to make the repairs required. A copy of the email correspondence was tendered as evidence.
- The Landlord did not agree to cover the costs of technician that HM wanted to schedule to do the repairs.
- MM and HM tried addressing this issue with the building manager and made verbal complaints a few times but nothing was done.

- As a result of the inaction of the Landlord, MM contacted the municipality and requested an inspection.
  - An inspector from the municipality inspected the unit on October 1, 2025 and confirmed that the stove was not safe and said that he would be contacting the Landlord regarding the need to repair the stove. The Tenants did not have any correspondence from the inspector or an order to comply from the municipality and were told this could not be provided for privacy reasons.
  - MM wrote to the building manager on October 3, 2025, to advise of the safety inspection that took place and the findings of the inspector.
  - Despite the involvement of the municipality, the stove was never fixed and the Tenants were told to just use the two smaller burners on the stove. This was not a reasonable solution for the Tenants as they cooked large meals three times a day and rarely had food prepared outside the home.
  - The only other solutions offered were for the Tenants to purchase a stove at their own expense or to move out.
  - On November 28, 2025 the tenants moved out.
6. Based on the uncontested evidence of the Tenants, I find, on a balance of probabilities, that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to maintain and repair the rental unit, which includes maintaining and repairing the appliances in the unit. The email correspondence provided establishes that the Landlord was advised of the issue with the stove in January 2025 and that this issue remained largely unacknowledged until September 2025. Although the Landlord did try to schedule a technician with the Tenants, the stove was not functioning properly and remained unrepaired up until the Tenants vacated in November 2025.
7. 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.
8. Based on the uncontested evidence of the Tenants', I find that the Landlord did not respond reasonably. In this regard, the Tenants' complaints regarding the stove were not responded to in a timely manner. It is not reasonable that it took several months for the Landlord to try and schedule their technician to inspect the stove. When the Tenants did not agree to the technician offered by the Landlord, the other solutions offered by the Landlord, i.e., to buy a new stove themselves or move out, were not reasonable.

### Remedies

9. In the application, the Tenants requested a rent abatement in the amount of \$33,000.00. As explained at the hearing, as the Tenants were proceeding on the stove issue only, the amount sought was not appropriate and was beyond what the Board could order based on

the limitation period. In light of this, the Tenant's requested a 30% rent abatement for a 12-month period.

*Period of Abatement*

10. Subsection 30(2) of the Act states that, in determining the remedy under section 30, the Board shall consider whether the tenant or former tenant advised the landlord of the alleged breaches before applying to the Board.
11. Although MM testified that she had made verbal complaints about the stove to the building manager in the past, no specifics of these verbal complaints such as dates were provided. Based on the documentary evidence tendered at the hearing, the Landlord was first notified of the issue with the stove on January 28, 2025. The Tenants vacated the rental unit on November 28, 2025. Accordingly, the period for which an abatement would be possible is January 28, 2025 to November 28, 2025, which is 10 months.
12. That said, it would be unreasonable to expect the Landlord to resolve the stove issue immediately upon learning of it as the issue was not urgent. It is not uncommon for it to take a couple weeks to have issues with appliances addressed and the repairs completed. This is taking into consideration scheduling a technician to assess the issue and making the necessary repairs. In some cases, parts may need to be ordered, which results in the repair taking a bit longer. Accordingly, I find a grace period of two weeks to be appropriate in the circumstance, with the resulting period of abatement being from February 12, 2025 to November 28, 2025, which is 290 days.

*Percentage of Abatement*

13. While I understand that the two large burners were not functioning as they should, there was no persuasive evidence provided such as a report from an appliance technician or an order from the municipality to suggest that the two large burners were not safe to use or could not be used at all. It was MM's evidence that her mother continued to use the burners but had to remain present while they were in use. MM acknowledged that the two smaller burners were working and there was no evidence to suggest that there were any issues with the oven.
14. MM asserted during her evidence that her mother's knee and waist issues were directly attributable to the amount of time she had to spend monitoring the stove. However, there was no documentary evidence provided from a medical specialist or treating physician to support MM's assertions. That said, I do accept that the issues with the burners created inconvenience to the Tenants as they prepared most of their food at home and relied on the stove to be able to do so.
15. That said, I cannot ignore the fact that the Tenants refused to allow the technician of the Landlord's choosing to inspect and try to repair the stove in September 2025. MM claimed that this is because the technician was just the Landlord's friend and that he was retired and/or was no longer licensed. The email from the Landlord specifically mentioned that their technician was a licensed technician. In any event, it is not for a tenant to dictate who the Landlord can hire to make repairs. There was also no evidence to suggest that the

technician suggested by the Landlord was unqualified other than MM's bald assertions that he was not.

16. For the foregoing reasons, I find that the rent abatement of 30% requested to be unreasonable in the circumstances. Based on my experience with similar cases and knowledge of other decisions of the Board, I find a rent abatement of 2% to be appropriate in the circumstances.
17. Accordingly, the Tenants are entitled to a rent abatement of \$578.81, which is calculated as follows:  $\$3,046.00 \times 12 / 365 = \$100.14$  per day  $\times 290$  days =  $\$29,040.60 \times 2\% = \$580.81$ .
18. The Tenants had also requested other remedies such as order to repair and an order preventing the Landlord from increasing the rent until the repairs were completed. However, as the Tenants vacated, these remedies are moot and shall not be ordered.

**It is ordered that:**

1. The Landlord shall pay the Tenants \$628.81. This amount represents:
  - \$580.81 for a rent abatement
  - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 9, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 9, 2026, the Landlord will owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.

**May 29, 2026**  
**Date Issued**

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Rachel Gibbons  
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.