



Order under Sections 30 and 31 Residential Tenancies Act, 2006

File Number: LTB-T-017869-26

In the matter of: 385 DURHAM ST N
COLBORNE ON K0K1S0

Between: Joshua Beaudrie Tenant

And

Susan Wiersma Landlord

Joshua Beaudrie ('JB' or the 'Tenant') applied for an order determining that Susan Wiersma ('SW' or the 'Landlord'): substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household; and withheld or interfered with their vital services or care services and meals in a care home. (T2 application)

The Tenant also applied for an order determining that 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. (T6 application)

These T2 and T6 applications were heard by videoconference on April 27, 2026.

The Tenant, the Tenant's Legal Representative, Carrie Aylwin ('TTR'), the Landlord and the Landlord's Legal Representative, Michal Jeszka ('LLR'), attended the hearing. There were two witnesses called forward for the Landlord: Alisha Hinton- JB's spouse ('TW1') and Dan Beaudrie- JB's father ('TW2').

Determinations:

1. As explained below, the Tenant proved in part the allegations contained in the maintenance-T6 application on a balance of probabilities, but did not succeed in proving the tenant-right claims under the T2 application. Therefore, the T2 application is to be dismissed, but there is an abatement of rent to be order for the T6 maintenance breach.
2. The main issue underlying both the tenant-rights (T2) and the maintenance (T6) applications relates to a control of hot/cold water supply in the rental unit. The parties tried to resolve the applications through private discussions but failed to reach a mutually arrived-at resolution.
3. Both parties submitted that their relationship in the tenancy had been quite good until the Landlord served an N12 notice of termination on the Tenant and his family.
4. At the hearing, the parties adduced the following exhibits into evidence for my consideration:

For the Tenant:

- TT#1:- Dec 18/25 email from TW1 to JB re hot water issue;
- TT#2:- Jan 13/26 letter from TTR to LL's legal rep (Reczulski);
- TT#3:- phone logs to Koets Plumbing;
- TT#4:- phone logs to RHEU and Town bylaw office;
- TT#5:- Map Colborne to Whitby distance;
- TT#6:- provincial per-km rates table;
- TT#7:- Jan 15/26 email from Koets Plumbing to LL.

For the Landlord:

- LL#1:- Mar 3/26 email from LL rep (Reczulski) to TTR-rescheduling hearing;
 - LL#2:- LTB granted request to reschedule on consent;
 - LL#3:- Jan 15/26 email from LL to Koets Plumbing- re-attend unit;
 - LL#4:- Jan 19/26 f/up emails between Koets and LL – replace taps;
 - LL#5:- Feb 25/26 f/up email from LL to Koets- re taps;
 - LL#6:- Feb 28/26 (and Mar 6/26) f/up for status from LL to Koets Plumbing.
5. TW1 and their two children live in the rental unit with JB. On or about December 18, 2025, TW1 informed the Landlord, SW, that there was a serious problem with the hot water tank (HWT) in the rental unit (TT#1). When turned on, the water went from “freezing” cold to “scalding” hot every 5 to 10 seconds. SW did not reply, but TW1 said a plumbing company (Koets Plumbing) was called and she was in contact with them the next day. She stated they attended the unit either on December 22nd or 23rd, 2025. After that visit, TW1 said nothing really happened for months afterward.
 6. TW1 testified she had TTR follow up with SW's then legal representative on January 13, 2025 (TT#2), and still nothing of any import happened to resolve the problem.
 7. TW1 testified she followed up herself with Koets Plumbing by phone on various dates in December 2025 and January 2026 (TT#3). When this did not result in anything positive, TW1 stated she contacted the Rental Housing Enforcement Unit (“RHEU”) and the bylaw department of the Town (TT#4). TW1 stated her belief that neither the RHEU nor the Town's bylaw department intervened in any way.
 8. TW1 testified the hot water problem was finally resolved satisfactorily on or about March 10, 2026. As it turned out, Koets Plumbing first replaced valves relative to the HWT problem, and then determined the HWT had to be replaced, which is what was done.
 9. During the period of disrepair, TW1 testified the biggest problem her family had was taking baths or showers in the rental unit. With two small children who did not want to go into a shower, she said that giving them baths in the rental unit was not possible due to the HWT problem. So, they arranged with JB's parents who live in Whitby, to travel there about 3 to 4 times a week to bath their children.
 10. TW1 identified two exhibits (TT#5 and TT#6) to show the distances they had to travel and the requested monetary remedy of cost to travel back and forth over the 82 day period.

She said it was exhausting for them all and the children's sleep/nap times were adversely affected. TW1 asserted her children used to love water and bathing, but now they have an aversion to water/bathing.

11. During cross-examination, TW1 was asked about the request to reschedule a March 19, 2026 hearing (LL#1 and LL#2) and she confirmed the matter of scheduling had to do with TTR's and LLR's availability. I sustained TTR's objection to this line of questioning and TTR continued further with his questions of TW1.
12. TW1 rejected the suggestion they could have gone to a local YMCA or sports complex due to privacy and hygienic issues she and JB believed would exist. She admitted that not much water is needed to fill a bathtub for children to bathe in, but she denied that the rental unit bathtub could be used to draw a bath for the children because of the oscillating hot/cold water problem. In her own words, using the rental unit bathtub was "not practical"
13. JB stated that he is a contractor but not a plumber. However, he said that because the fluctuations in temperature happened so often, measuring the water temperature at any given point was not feasible. He confirmed the rental unit's water went from cold to very hot every 10-15 seconds, and then go back to cold only to repeat the cycle again. He did confirm that he and TW1 were able to take showers in the rental unit, but it was a real struggle to do so.
14. Because he and TW1 had to drive the children back and forth to his parents, he testified he lost a lot of time at work. JB concluded his testimony that he and his family are only pursuing what they believe they are owed due to the hot water problem and the impact it has had on them and their children.
15. During cross-examination, JB stated that TW1 could not drive the children herself because the relationship between TW1 and his parents is not good. As well, logistically, JB asserted that TW1 needed help to dress one child while the other bathed.
16. TW1 confirmed his Whitby address and confirmed that between December 18, 2025 and March 10, 2026, JB and his family came 4-5 times a week to his home for the children to bathe.
17. SW testified that right after she received TW1's December 18, 2025, she contacted Koets Plumbing and had them attend the rental unit. There was no issue that water was not running, it was a question of water temperature fluctuations. She also noted there is no HWT per se – the home draws its water from a rural well and the heating of water comes from a tankless system inside the rental unit.
18. SW stated that Koets Plumbing reported there was a stream of 140 degree water coming from the tankless system, and recommended the single lever taps be replaced in the kitchen, in the ensuite shower and in the bathtub.
19. SW said she followed up with Koets Plumbing on December 18th and 23rd, 2025, the latter contact resulting in Koets telling her the hot water was "running well". SW explained that her late husband had been the one before who dealt with taps and cartridges, and she tried to look into anything he had left behind for her to review. SW stated then instructed Koets Plumbing on January 15, 2026 to replace the taps and cartridges (LL#3). SW stated

she was focused only on the bathtub problem all along as she was not aware the problem was anywhere else.

20. SW then testified she followed up a few times more on January 19, 2026 (LL#4), February 25, 2026 (LL#5) and February 28, 2026 (LL#6). SW stated that on or about March 5, 2026, Koets Plumbing the taps had to be sawed off (hard water calcification) and then on March 6, 2026, the 19-year old tankless system was replaced with a new one. SW said she did not know the tankless system had to be replaced until March 6, 2026. All work was completed on March 10, 2026, she stated.

Analysis

21. I considered the parties' submissions first on the claims under the Act respecting maintenance, and then under the Act for tenant-right claims.
22. When arriving at findings of fact in a maintenance application, I am mindful to take a contextual approach so as to be consistent with case authority, which I am bound to follow. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal ('*Onyskiw*') 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.
23. In my view, the Landlord did breach her maintenance obligations under the Act, but only in respect of the length of time it took for the problem to be properly resolved – i.e. from notification of the oscillating water temperature problem to its full resolution. The Landlord's assertions during the hearing that the Landlord did nothing after the first visit by the plumbing company I find are not accurate. I am satisfied the Landlord did take prompt action initially, and then followed up with the plumbing company as she believed necessary, but the length of time – from start to finish – was simply too long and unreasonable.
24. Stating this another way, I understood the Landlord was/is not knowledgeable about plumbing issues and her efforts to get a qualified plumber to attend and resolve the problem did not go unnoticed by me. I acknowledge she did what she thought she could and in the quickest way possible, but the resulting efforts by the Landlord or her plumbing company in particular -- first focusing on valves/cartridges, then on the tankless system -- only really resulted in the maintenance problem being resolved almost 1-1/2 months later.
25. As a result, I believe an abatement of rent in the amount of 10% for the 1-1/2 month period is what is required to address this level of maintenance breach. I land on this abatement amount because the ability to control hot/cold water, or to have certain access to a stable provision of hot and cold water for any purpose, is an important daily need that is usually taken for granted. This was disrupted and was a continual daily problem between December 18, 2025 and March 10, 2026, which meant the Tenant was paying good rent for a place that he, in return, did not receive full value for.

26. With rent being \$4,000.00 per month, the abatement to be awarded for this maintenance breach is calculated to be \$600.00.
27. Turning to the claims of substantial interference and the withholding or interfering with a vital service(s), I do not find the Tenant was able to persuade me on these claims at all.
28. Dealing with the second claim first, subsection 21(1) of the Act sets out that: *"A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food."*
29. Section 2 of the Act defines a vital service to be: *"...hot or cold water, fuel, electricity, gas or, during the part of each year prescribed by the regulations, heat."*
30. First, it was made clear to me that running water was always present in the rental unit. Not only that, I understood there was hot and cold water running at all times. The problem was not in the supply of hot water or cold water, but in the control of the temperature between hot and cold. So to be clear, I find the maintenance problem in respect of the hot water system did not create, or contribute to, any loss of a vital service.
31. Going further, right after the Landlord first learned of the maintenance problem, she contacted and engaged a plumbing company to attend the rental unit. There was contact between the Tenant and the plumbing company on December 19th and a plumber's visit 4 days after notification (just before Christmas) and so it is clear to me the Landlord was not trying to cause the Tenant grief or difficulty, or was trying to prolong the hot/cold water control problem for any undue or untoward reason. It was also clear the Tenant or TW1 was in contact with the plumbing company afterward and the company was evidently working on finding a repair solution. There was no interruption or intended delay caused by the Landlord.
32. This means, and I so find, the claim that the Landlord withheld or interfered with the supply or provision of a vital service is without substantive merit.
33. In respect of the claim of substantial interference with the reasonable enjoyment, I considered the Tenant's and TW1's explanations of why they had to travel to the Tenant's parents' home in Whitby to bathe their children. I was not persuaded on a balance of probabilities that they needed to travel there at all during the hot/cold water problem. My reasoning for saying this follows below.
34. I can accept that the Tenant and TW1 opted not to take their children to a local YMCA or sports complex due to what they said were privacy and/or hygienic concerns.
35. However, I was told that drawing a bath for the children in the rental unit was not practical which then ended up with the family deciding to drive back/forth to Whitby a number of times weekly to bathe there. This I found to be incredible.
36. TW1 conceded that not much water needs fill a bathtub for her children to bathe in. In my view, water fluctuating between hot and cold every 5 to 10 seconds could have been managed by the Tenant or TW1 to fill the rental unit bathtub. I agree the effort to get to a

good temperature might have taken slightly longer to achieve -- that is spending an extra 15 or so minutes adjusting between the hot and cold pouring out from the tap -- but certainly in my view, a daily bath for the children could have been reasonably drawn. Not explored during the hearing but certainly another possibility, would have been to heat water separately in a large pot or kettle and pour it into a cold water bath, eventually raising the temperature to just the right level for the children.

37. All this to note that if the Tenant and TW1 had attempted these workaround solutions inside the rental unit, this would have eliminated the claimed impacts on the Tenant's family's lives in terms of hours of driving, scheduling time off from work, coordinating napping/sleeping times for the children, and so on.
38. My statements concerning workaround solutions make their way back to section 16 of the Act, which states that "[w]hen a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses." Here, it is quite evident to me the Tenant and TW1 did not try to minimize their "losses".
39. My resulting determination from this analysis is that the actual impact of the maintenance breach was exacerbated by the Tenant's and TW1's own actions during the hot/cold water problem, and not by the Landlord's efforts to remedy or her plumber's efforts to repair. Consequently, I cannot reasonably hold the Landlord liable for something the Tenant and TW1 opted to do, but in my view did not need to do.
40. In an effort to complete my consideration of the Tenant's evidence, I make notation that the testimony of TW2 did very little to add or subtract from what the Tenant and TW1 had submitted. TW2 testified that as a contractor, the assessment he gave his son was that the HWT needed replacement. He also confirmed the number of times the Tenant and his family visited him in Whitby each week -- for children bathing purposes-- from December 18, 2025 to March 10, 2026.

It is ordered that:

1. The Tenant's T2 application is dismissed.
2. The total amount the Landlord shall pay the Tenant is \$648.00. This amount represents:
 - \$600.00 for a rent abatement in respect of a section 20 maintenance breach; and
 - \$48.00 for the cost of filing the T6 application.
3. The Landlord shall pay the Tenant the full amount of \$648.00 owing by June 9, 2026.
4. If the Landlord does not pay the Tenant 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.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 29, 2026
Date Issued

Alex Brkic
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.