



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001836-26

In the matter of: UNIT 1602, 38 IANNUZZI ST
TORONTO ON M5V0S2

Between: Ka In Thomas Nip Landlord

And

Marco Angelo Quattrociochi Tenant

Ka In Thomas Nip (the 'Landlord') applied for an order to terminate the tenancy and evict Marco Angelo Quattrociochi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 17, 2026.

The Landlord's Representative, Jie Situ, the Landlord's Worker, Joey Wong, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,200.00. It is due on the 16th day of each month.
4. It is uncontested that the Landlord served a valid N2 notice on the Tenant in May 2025 for an increase in rent starting September 16, 2025. The Tenant challenges the \$2,200.00 monthly rent since the Landlord has failed to fix the hot water issue raised below. The Tenant believes the Landlord should not be allowed to increase his rent because there is an ongoing hot water issue with the rental unit. The Tenant has refused to pay increased rent because of the same.
5. There is no provision in the *Residential Tenancies Act, 2006* (the 'Act') that a Landlord cannot increase rent by serving a proper notice because of an ongoing maintenance issue which is yet to be determined by the Board. The Landlord has served a valid N2 notice,

unlike previous faulty notices, which complies with the Act so there is no reason for me to order otherwise. I am satisfied the monthly rent is \$2,200.00 due on the 16th of each month starting from September 16, 2025.

6. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
7. The Tenant has paid \$2,600.00 to the Landlord since the application was filed.
8. The rent arrears owing to April 15, 2026, are \$7,830.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,700.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$186.53 is owing to the Tenant for the period from February 16, 2021, to March 17, 2026.

Section 82 issues:

12. The Tenant raised the following two issues under s.82 of the Act:
 - a. Incomplete requirements from LTB-L-085364-23
 - b. Neglect of timely communications
 - c. Lack of Hot water
13. The Divisional Court in *Toronto Community Housing Corp. v. Vlahovich*, [2010] O.J. No. 1463 (*Vlahovich*), confirms that a remedy cannot go back farther than the one-year period prior to the filing of the application. As the Act is silent on the limitation period for issues raised by a tenant under section 82, I find it reasonable to consider the disclosure date (March 09, 2026) as the closest equivalent to a tenant's application filing date. Accordingly, any remedy awarded cannot go back farther than March 10, 2025.

Incomplete requirements from LTB-L-085364-23

14. The issue raised by the Tenant occurred prior to dates mentioned above in para 13. Therefore, this is a moot issue. The previous order was issued on December 3, 2024, and the remedies the Tenant seeks are also for December 2024 and January 2025.

Neglect of timely communications and lack of hot water

15. The Tenant testified that the Landlord failed to respond in a timely manner to his maintenance concerns and failed to ensure the consistent provision of hot water in the rental unit. Since the neglect of timely communication relates to hot water issue, these are being addressed together.

16. The Tenant moved into the rental unit in February 2021. The rental unit is located in a newly built condominium where hot water is supplied by a centralized system operated and maintained by the condominium corporation. There is no individual hot water tank or independent hot water system located within the rental unit that is owned, maintained, or directly controlled by the Landlord.
17. The Tenant submits that beginning on October 16, 2024, the hot water temperature in the rental unit has been inconsistent and, at times, below the minimum temperature of 43 degrees Celsius required by section 11 of Ontario Regulation 517/06. The Tenant states that the fluctuations occur at random times and have negatively affected his daily life and professional obligations.
18. The Tenant provided temperature readings taken at various times from the kitchen sink and bathroom vanity between January 2025 and January 2026, with recorded temperatures ranging from approximately 33 degrees to 50 degrees Celsius. The Tenant identified several periods within the relevant timeframe when he experienced concerns regarding hot water availability. Most important dates/ months for hot water issues as listed by the Tenant are October 2024- December 2024 (out of time), March 2025, April 2025, August 2025, September 2025, October 2025, December 2025, January 2026 and March 2026.
19. I note, however, that the Tenant's temperature readings and emails between the Tenant and the Landlord's Agent were provided through external online links rather than as formally filed documentary evidence. One of the submitted links was inaccessible at the time of review. As it is the Tenant's obligation to properly file evidence with the Board, I rely primarily on the oral testimony and the corroborated documentary evidence that was properly before me.
20. It is not disputed that the condominium corporation responded promptly to the Tenant's emails and undertook investigations when complaints were raised. The Tenant does not dispute that the condominium corporation provided updates regarding scheduled maintenance or operational issues affecting the hot water system. It is the Tenant's belief that the Landlord should be acting more responsibly and not leave all communications only with the condo management. The Tenant is also unaware of any communication between the Landlord and the condo corporation. The Tenant finds that the Landlord lack of adequate responses warrants a remedy.
21. In addition, plumbing inspections took place both within the rental unit and at the building level. A plumber inspected the unit in September 2025 and again in January 2026. No defect within the rental unit plumbing was identified except a recommended change in shower filter which arose a separate issue discussed below.
22. The Tenant's second complaint is about being left without a useable shower from September 18, 2025, to September 22, 2025, after the Landlord's plumber turned off the hot water flow while replacing the shower filter. The Landlord/ Landlord's Agent did not take any accountability of the same until the plumber returned on Monday to correct the issue after repeated reminders from the Tenant.

Landlord's evidence

23. The Landlord claims that they have been in touch with the condominium corporation over the hot water issue each time. Every time the Tenant complains, or the condominium corporation provides an update, the Landlord's Agent is also copied on the email. They do not find they need to respond separately when the condominium corporation responds in a timely manner. This would lead to unnecessary duplication of communication. The Landlord has from the start advised the condominium corporation to take the hot water issue seriously and take action immediately when required.
24. The Landlord attributes some of the hot water issues to maintenance of the hot water tank by the condominium corporation or some disruptions due to technical faults. Each time either the Tenant is advised of it in advance or told as soon as a disruption occurs. Notable dates for any scheduled maintenance or repairs are March 6, 2025, April 17, 2025, October 15 and 24, 2025, January 12, 2026, and January 16, 2026 as per the Tenant's own account.
25. The building scheduled a plumber's visit on September 4, 2025, and the plumber could not find an issue but recommended changing the shower filter. The Landlord scheduled their own plumber's visit, based on the Tenant's schedule, on September 18, 2026, and the shower filter was replaced. The Tenant reported a problem with the replacement, so the Landlord sent another plumber on September 22, 2025. There was a slight delay due to weekend scheduling issues.
26. The Landlord also blames the Tenant for not providing availability to the condominium corporation for scheduling a plumber's visit in December 2025. They attribute the delays in conducting an inspection when a complaint is made, to the Tenant. The Tenant feels otherwise that without direct communication or authorisation from the Landlord he should not allow the condominium corporation employees in his unit. The Landlord also submitted a plumber's invoice dated January 15, 2026, which states the plumber found that there was no hot water issue in the rental unit. The plumber did report that the booster pump for the condominium corporation reported a lower temperature which requires a HVAC contractor to determine. Another invoice dated January 21, 2026, from Carmicheal Engineering Ltd states that the hot water tank is good and there may be an issue with the booster heaters but that would only mean a delay in getting hot water and not that there is no hot water. The Landlord believes that they are unable to do anything with the condominium building's hot water systems, and they have never received any complaints from other tenants in the same building.
27. Previous email from the Landlord to the condominium corporation were also submitted urging them to take action and taking steps to rectify it. An email chain dated December 22, 2025, from Landlord to condominium corporation to take the hot water complaints seriously. The condominium corporation reached out to the Tenant to arrange a plumber's visit, but he denied it since the Landlord or Landlord's Agent was not cc'd on the email.

Analysis

28. Subsection 20(1) of the Act states:

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.

29. Subsection 20(1) of the Act does not contain an element of fault. The reasons for a landlord's breach are not relevant. Regardless of the reasons why a landlord is unable to provide a rental unit in a good state of repair and fit for habitation, if they are unable to do so, they are in breach of their obligation under the Act.
30. In *Onyskiw v. CJM Property Management Ltd.* 2016 ONCA 477 (CanLII), the Court of Appeal rejected the idea that any service interruption amounts to an automatic breach of the Act. Instead, the Court urged the Board to make a "contextual analysis" in each case, looking at all the facts before finding that a landlord breached the Act. As part of this analysis, the Court directed the Board to look at the essential nature of a tenant's complaints and what steps, if any, were taken by the landlord.
31. To be successful, the Tenant must sufficiently establish that the issues claimed were in a state of disrepair. He must then prove that the Landlord knew or ought to have known about the disrepair issues but failed to take reasonable and appropriate steps to address the disrepair issue.
32. O. Regulation 517/06 states:

Hot and cold running water

11. (1) Every kitchen sink, washbasin, bathtub and shower shall be provided, by safe equipment, with hot and cold running water. O. Reg. 517/06, s. 11 (1).

(2) The ordinary temperature of the hot water provided must be at least 43 degrees Celsius. O. Reg. 517/06, s. 11 (2).
33. The evidence shows that hot water interruptions or temperature variations coincided, in part, with scheduled maintenance and repair work carried out by the condominium corporation on specific dates, including March 6, 2025; April 17, 2025; October 15 and 24, 2025; January 12, 2026; and January 16, 2026. On these occasions, the Tenant was either advised in advance or informed shortly after the disruption occurred.
34. I am satisfied that the Landlord took reasonable steps to address the Tenant's complaints by communicating with the condominium corporation, authorizing further investigation, and arranging inspections and follow-up where appropriate. I also find that some of the delays in investigating and resolving the hot water concerns were attributable to the Tenant's lack of cooperation, including refusing access to the condominium corporation's contractors unless the Landlord or the Landlord's Agent was expressly copied or present. In the circumstances, the Landlord's actions were reasonable and proactive, and the evidence does not support a finding of prolonged neglect or inaction as the Tenant claims. However, I must consider the Tenant's evidence to reach a balanced outcome.
35. While the Tenant credibly experienced periods of lukewarm water and inconvenience, the evidence does not establish that the rental unit was left without hot water on a persistent or prolonged basis within the relevant one-year period such that it would amount to a breach of section 11 of Ontario Regulation 517/06 warranting a full rent abatement. Fluctuations

and temporary delays in reaching peak temperature, in the context of a centralized condominium system undergoing investigation and maintenance, do not on their own establish a failure to meet the minimum maintenance standard. The evidence does not show sustained or regular failures to reach 43°C, but rather intermittent fluctuations. However, I accept that these intermittent issues caused ongoing inconvenience to the Tenant over a period of time and had a negative impact on his reasonable enjoyment of the rental unit. In the circumstances, and taking a contextual approach, I find it appropriate to award the Tenant a lump sum rent abatement in the amount of \$1,000.00 to compensate for the inconvenience experienced.

36. I acknowledge the Tenant's separate complaint that from September 18 to September 22, 2025, the shower was not usable due to a plumbing issue that arose following a plumber's visit arranged by the Landlord. The evidence shows that the issue was corrected on September 22, 2025. While the delay was unfortunate and largely attributable to weekend scheduling constraints, the outage was short-term and resolved within a reasonable time once identified. In the circumstances, and considering the overall evidence before me, I am not satisfied that a rent abatement or other monetary remedy is warranted for this limited interruption.
37. For these reasons, I find that the Tenant has established, on a balance of probabilities, that the Landlord breached the maintenance obligations under the Act during the relevant period in a manner that warrants abatement of \$1,000.00 under section 82.

Section 83 considerations

38. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
39. The Tenant testified he has the money to pay the arrears so if the Board orders, he will pay the amount due without delay. There is no reason to delay or deny eviction. Any amounts that the Tenant has paid towards rent since the hearing shall be deducted from the amount of arrears ordered below.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$11,416.00 if the payment is made on or before June 9, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 9, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 9, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,074.13. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit and the rent abatement/rebate awarded to the Tenant are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting March 18, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 9, 2026, then starting June 10, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 10, 2026.

May 29, 2026
Date Issued

Sheena Brar
Member, Landlord and Tenant Board

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 10, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 9, 2026

Rent Owing To June 15, 2026	\$14,830.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,600.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$1,000.00
Total the Tenant must pay to continue the tenancy	\$11,416.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$8,374.66
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,600.00
Less the amount of the last month's rent deposit	- \$1,700.00
Less the amount of the interest on the last month's rent deposit	- \$186.53
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$1,000.00
Total amount owing to the Landlord	\$3,074.13
Plus daily compensation owing for each day of occupation starting March 18, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	