



Order under Section 30 Residential Tenancies Act, 2006

Citation: Feng v Meng, 2026 ONLTB 41306

Date: 2026-06-01

File Number: LTB-T-072032-23

In the matter of: 3278 CREDIT HEIGHTS DR
MISSISSAUGA ON L5C2L7

Between: Sheng Feng
Mingdi Zhang
Tenants

And

Yao Meng
Landlord

Sheng Feng and Mingdi Zhang (the 'Tenants') applied for an order determining that Yao Meng (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 February 25, 2026.

The Landlord, the Tenants, and the Tenants' legal representative, T. Li, attended the hearing. The Landlord's Mandarin interpreter, Y.Y. Su also attended the hearing.

Determinations:

1. As explained below, the Tenants proved on a balance of probabilities some of the allegations contained in the application.
2. The Tenants allege that they began to suffer from excessive heat in the residential complex as soon as they moved in, and the Landlord failed to repair the problem. They also alleged that there was excessive cold in the winter. They allege that they informed the Landlord that there was a problem with the HVAC system in the residential complex, but the Landlord failed to respond to their maintenance complaint.
3. The Tenants moved into the residential complex in July 2022. It is a two-storey house with four bedrooms. The monthly rent was \$5,637.50. The Tenants moved out of the rental unit on July 1, 2024.
4. The application was filed on September 14, 2023. Therefore, the Tenants are only eligible for a remedy commencing as of September 15, 2022.

5. Both Tenants testified that they experienced excessive heat, particularly in the master bedroom, as soon as they moved in. They said the temperature was set at 22 degrees centigrade. Although they said that the HVAC worked, they said that the main problem was air flow, and they would get consistent temperature readings during the summer of between 26 and 28 degrees centigrade. They informed the Landlord. It is undisputed that a technician was sent by the Landlord on July 23, 2022, to inspect. It is also undisputed that the inspector told both the Landlord and the Tenants that there was no problem with the air conditioning.
6. The Tenants said that the hottest area was over the garage. Both parties testified about a technician opening the garage ceiling in August 2022 to inspect the duct system. Neither party was very clear about what happened as a result of opening the garage ceiling. The Tenants said that the Landlord informed them there was something wrong with the structure of the building. The Landlord said that they inspected the system infrastructure, and they concluded that the HVAC system was working well.
7. The Tenants said that after August 2022 it was not so hot. They said it was extremely cold by November 2022, and they told the Landlord verbally. They said that they had to use electric blankets and a portable heater in the master bedroom, and they had to shower in the basement where it was warmer.
8. The Tenants said that they did not further communicate anything about heat or cold to the Landlord until April 2023, when they told the Landlord's husband during a visit that the summer heat issue had not been resolved. They said that he told them to purchase a new air conditioning system for the house and if it resolved the problem, he would reimburse them. They said that they did not do it as they did not believe they would be reimbursed.
9. The Tenants submitted into evidence the first written communication to the Landlord of that year, dated June 8, 2023. In it, they informed the Landlord that the HVAC is not working in the master bedroom, there was barely any air coming out, and it causes the room to go over 28 degrees in the summer and below 20 degrees in the winter. They attached photos of temperature readings they took the previous year that show a range of temperatures above 26 degrees.
10. The Tenants submitted into evidence the response from the Landlord, dated June 10, 2023, in which she states that three technicians "all agreed the high efficient HVAC worked well". She continued that it's "the house structure problem need a huge renovation, most houses here are the same." The Landlord suggests that the Tenants can terminate the tenancy with an N11 notice, and/or that the Landlord can provide a portable air conditioner.
11. The Tenants said that the Landlord did nothing further, so they purchased a portable air conditioning unit. They submitted into evidence the receipt for the unit, dated April 28, 2023, for the amount of \$440.69 including HST. They said that the unit was used in the master bedroom. There is no evidence that the Tenants sent the invoice to the Landlord for reimbursement. There is also no evidence that the Landlord ever made an effort to provide a portable air conditioner to the Tenants.
12. It is undisputed that the Landlord replaced the furnace in October 2023, and the Tenants did not complain about heat or cold to the Landlord after that time. The Tenants said that

the situation was somewhat improved after the furnace was replaced, but they still used the heater.

13. The Landlord said that she investigated all complaints from the Tenants, and all the technicians found no problem with the HVAC system. She submitted into evidence a letter from B. Chen, dated August 31, 2024, in which he writes that his company sent a technician to inspect the air conditioning in the rental unit on July 6, 2023, and the technician “didn’t find out any safety issues at that time, when he was in this property address.”
14. The Landlord said that the rental unit was a consistent 20 to 23 degrees, even though the thermostat was set at 24 or 25 degrees. She said that she told the Tenants to set it lower, but the Tenants did not want to because they said it would have a negative impact on their utility costs. She also said that she never heard anything from the Tenants about the temperature between August 2022 and June 2023. The Landlord said that everything had been resolved in the summer of 2022. She submitted a final text from the Tenants from August 14, 2022, in response to her information about the repair. They wrote, “Okay, thank you.” There is no further text from them in evidence until the following June of 2023.
15. The Landlord said that there was nothing wrong with the HVAC system, but she replaced the furnace in October 2023 as an “act of kindness”. She said that she also felt pressured by the Tenants, and she wished to avoid any future disputes. The Landlord submits that she responded to all maintenance complaints immediately, and she dealt with all of them.
16. The Tenants request a 15% rent abatement for the period September 15, 2022 through October 2023 when the furnace was replaced.

Reasons and Analysis:

17. In accordance with section 20 of the Act, *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.*
18. As set out in the Landlord and Tenant Board’s Interpretation Guideline 5, it is established law that it is not sufficient to establish that there was a maintenance issue. The Board must also consider whether the Landlord’s response, once informed of the issue, was timely, appropriate and effective to remedy the problem. Where this is the case, the Landlord cannot be said to have been in breach of their section 20 obligation to maintain.
19. I find that the Landlord failed to meet the Landlord’s obligations under subsection 20(1) of the Act to repair or maintain the rental unit or residential complex, or failed to comply with health, safety, housing or maintenance standards for the reasons that follow.
20. 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.

21. In this case, the documentary evidence supports the Landlord's contention that both parties believed the matter had been dealt with in the summer of 2022. There is no written communication between the parties in evidence between September 2022 and June 2023. There is no documentary evidence to support the Tenants' contention that they informed the Landlord about a continued problem in April 2023. However, by June 8, 2023, the Tenants communicate to the Landlord that they are suffering the same heat issues as the previous year. It is also only in this communication that the Tenants complain that they felt cold all winter. It is undisputed that the Landlord did not do anything about this complaint, nor did she provide an air conditioning unit as she offered, until she replaces the furnace entirely in October 2023.
22. I find that the Landlord breached her maintenance obligation, because she was well aware that the Tenants had a heat issue over the summer from the previous year, and she was well aware that nothing had been done to the HVAC system. In fact, the Landlord repeatedly told the Tenants that no one could find anything wrong with it. She did nothing further to investigate the matter until she fully replaced the furnace in October 2023. I find that there is no credible evidence to support the Tenants' allegation that the Landlord knew anything about a cold issue until June 2023, when it was already summer time.
23. The Tenants said that the issue improved after replacement of the furnace, and they admit that they said nothing further to the Landlord about heat or cold after October 2023, until the time they vacated the rental unit in 2024.
24. On the basis of the above, I find that the Landlord's response to the air conditioning problem, once informed about the issue in early June 2023, was not timely, effective nor appropriate. She did not even inspect the matter. She told the Tenants the HVAC was fully functional, but she would nevertheless provide them with an air conditioning unit, and she did not. She also implied that the Tenants could terminate the tenancy if they did not like how things stood. It is not credible that the Landlord completely replaced the furnace in October 2023 out of the kindness of her heart. She was aware by that point that there was an issue with the HVAC, or at least circulation of air in the rental unit, and she was aware that it was a problem with the Tenants because she had been informed about it in the summer of 2022. Although it is possible that the Landlord understood the problem to have been resolved in August 2022 as a result of the Tenants' written responses in that month, when the Tenants complained again by June 2023, the Landlord could not have had any doubts that there was a problem.

Remedies

25. The Tenants are entitled to a rent abatement for the months of June, July, August and September 2023, from the time they informed the Landlord about the problem, until the furnace was replaced in October 2023. They request a 15% rent abatement for the discomfort they experienced.
26. I find that it is not unfair to award the Tenants a 10% rent abatement for the four months of summer in 2023 for the following reasons. The Tenants said that the problem was primarily experienced in the master bedroom of the four bedroom rental unit. They said that it was an issue throughout the house, but particularly in that room. That is only a small area of the rental unit, though an important one for the Tenants when it was

frequently very hot over the summer. The Tenants were experiencing a pregnancy and they had to sleep in the master bedroom. Therefore, I find that the Landlord will be ordered to reimburse the Tenants $10\% \times \$5,637.50 = \$563.75 \times \text{four months} = \$2,255.00$.

27. The Tenants purchased the air conditioning unit in April 2023, when they were aware that they were pregnant again, and they suspected the Landlord was not going to deal with the heat issue over the summer. They did in fact suffer hot temperatures over the whole summer because the Landlord took no action about the heat issue until October 2023. Therefore, I find that the Tenants are entitled to reimbursement of the \$440.69 they spent on the portable air conditioning unit as it was their only relief for that summer.

It is ordered that:

1. The Landlord shall pay the Tenants \$2,743.69. This amount represents:
 - \$440.69 for purchase of the air conditioning unit
 - \$2,255.00 rent abatement for the months of June through September 2023
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 12, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 12, 2026, the Landlord will owe interest. This will be simple interest calculated from June 13, 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.

June 1, 2026
Date Issued

Nancy Morris
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.