



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

File Number: LTB-T-042441-25

In the matter of: 3, 72 SWEETLAND AVE
OTTAWA ON K1N7T8

Between: Nikhil Adithan Tenant
Nathan Fantauzzi

And

Chris Boudreau Landlord

Nikhil Adithan and Nathan Fantauzzi (the 'Tenant') applied for an order determining that Chris Boudreau (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 April 23, 2026.

Only the Tenants attended the hearing.

As of 1:50pm, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities the allegations contained in the application
2. Therefore, the Landlord must pay to the Tenant \$713.00.
3. I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair residential complex.

4. The Tenant Nikhil Adithan testified that they moved into the rental unit in 2023 and still reside there, he described the rental unit as a large house divided into four floors each containing its own rental unit.
5. He testified that in early April 2025 the lock on the main door for the complex broke and anyone was therefore able to enter the complex from the street without entering the passcode and without turning the door handle, leaving the complex accessible to anyone from the street. He testified that they sent a request through the Landlord's portal requesting a repair on April 27, 2025.
6. He testified that the Landlord did not respond to this maintenance request, and they did not hear anything from the Landlord until the door was repaired on May 22, 2025. He did not know why the repair took nearly one month to complete but speculated it was a cost saving measure from the Landlord.
7. The Tenant testified that before the door was repaired during the night of May 7 or early morning of May 8, 2025, someone entered the complex and stole his bicycle which was stored in the hallway. The Tenant sought out of pocket expenses for his lost bicycle at the hearing.
8. 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.
9. In this case based on the Tenant's uncontested evidence I am satisfied that the Landlord has breached their maintenance obligations by failing to repair the front door in a timely manner or communicate with the Tenant about the repair. As the Landlord did not attend I did not hear evidence from them why it took nearly a month to fix the door, and while there could be a reasonable explanation for this delay none was provided to me, additionally I note that the Landlord did not communicate with the Tenant during the repair process, I do not find this to be reasonable in the circumstances as the broken door allowed access to the building to anyone, and would therefore be priority repair to all Tenants.
10. Therefore, I am not satisfied that the Landlord responded reasonably and find that the Landlord failed to meet the Landlord's obligations under subsection 20(1).

Remedies

11. The Tenant sought out of pocket expenses of \$665.00 to replace their stolen bicycle and the U-Lock that was attached to it. The Tenant relied on a receipt indicating they had paid \$699.47 for the bike and lock in September 2023.
12. I am satisfied that the loss of the bike is directly related to the broken front door, the Landlord was made aware of the broken front door and failed to repair it within a reasonable time. As a result, this allowed someone to enter the complex and steal the Tenants bicycle, I find that it was reasonably foreseeable that someone may enter the unsecured complex through the broken door and steal items from residents of the

complex. There is no evidence before me that the Landlord took any steps to mitigate this occurrence, such as adding a temporary lock, or advising the Tenant to move his bicycle into his unit until the door was repaired.

13. I am also satisfied that the Tenant shall incur reasonable costs of \$665.00 to replace their bicycle as a result of the Landlord's breach. I accept the receipt relied on by the Tenant with respect to the cost of the bicycle and lock.

14. Therefore, the Landlord must pay the Tenant \$665.00 for these out-of-pocket expenses.

It is ordered that:

1. The Landlord shall also pay the Tenant is \$713.00. This amount represents:
 - \$665.00 for the reasonable out-of-pocket expenses that the Tenant will incur.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 12, 2026.
3. If the Landlord does not pay the Tenant 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 Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 1, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

