



Order under Section 30 Residential Tenancies Act, 2006

Citation: Yeung v Accommod8u Inc., 2026 ONLTB 43207

Date: 2026-06-04

File Number: LTB-T-027367-24

In the matter of: U1510, 130 COLUMBIA ST W
WATERLOO ON N2L0G6

Between: Candice Yeung Tenant

And

Accommod8u Inc. Landlord

Candice Yeung (the 'Tenant') applied for an order determining that Accommod8u Inc. (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 May 28, 2026.

The Landlord's agent Smit Doshi, the Landlord's representative Janet Van Oordt, the Tenant, the Tenant's representative Stacy Makuraza attended the hearing.

Determinations:

1. For the following reasons I find that the Tenant failed to prove the bulk of her application on a balance of probabilities. However, I have found that the Landlord breached their maintenance responsibilities in three minor ways, and the Landlord is ordered to pay the Tenant a \$500.00 rent abatement for those issues.
2. The Tenant testified that on the evening of January 24, 2024, water began coming through the ceiling vent in the rental unit bathroom. The Tenant testified that the water was originally dripping but then became a solid stream. The Tenant testified that the leak went on for an hour and that eventually the entire rental unit was flooded.
3. The Tenant testified that she repeatedly called the Landlord but could not get through. The Tenant testified that she called 911, the fire department assisted her to find the water shut off valve, that herself and the fire department called the Landlord and that eventually the power was shut down. An internal email from the Landlord's office reflects that the actual leak was stopped on the same night it happened (DOC-7947174, page 3).

4. I have no evidence about what caused the flood. I therefore cannot find that the flood was the result of the Landlord breaching their maintenance obligations. The question before me is whether the Landlord breached their maintenance obligations regarding repairing the damage to the rental unit following the leak. For the following reasons I find that the Landlord largely did not, with three minor exceptions.

Evidence

5. The parties provided the following evidence about the events that took place after the flood:
- Photographs show that on January 24, 2024 a piece of the ceiling near where the leak happened was cut open (DOC-7974863, page 55).
 - The Tenant testified that on January 25, 2024, the day following the flood, the Landlord visited the rental unit to assess the situation but advised the Tenant that not much could be done because everything was still wet (DOC-7974863, page 41). Photographs taken on January 25, 2024 show a lifted floorboard and water soaked items (DOC-7974863, page 56).
 - The Tenant was served with a notice of entry for January 26, 2024. The Tenant testified that the Landlord did not attend because the drywall was still wet (DOC-7974863, page 41).
 - An internal email from the Landlord's office (DOC-7947174, page 3) and the testimony of the Landlord's agent Smit Doshi support that the Landlord had to wait for the drying to finish before they could complete repair work. Mr. Doshi testified that to avoid another flood, the leak must be monitored for at least a week to ensure that the correct pipe was fixed. Mr. Doshi testified that waiting and observing was required.
 - The Tenant testified that she thinks the Landlord attended the rental unit again on January 29, 2024 to check on the situation.
 - Photographs taken on January 31, 2024 show that more holes were cut in the bathroom ceiling (DOC-7974863, page 57).
 - The Landlord served the Tenant with a notice of entry for February 5, 2024 (DOC-7974863, page 41).
 - The Landlord served the Tenant with a notice of entry for February 7, 2024 (DOC-7974863, page 42). The Tenant testified that someone checked the drywall and did some work on the washroom ceiling.
 - Photographs taken on February 8, 2024 show that repair work is underway. Part of the ceiling has been patched up but there is a remaining hole. Construction supplies and debris can be seen throughout the bathroom (DOC-7974863, page 58).
 - The Landlord served the Tenant with a notice of entry for February 9, 2024 (DOC-7974863, page 42).

- The Landlord served the Tenant with a notice of entry for February 12, 2024 (DOC-7974863, page 42). The Tenant testified that a 7-member cleaning crew attended the rental unit.
- A photograph taken on February 12, 2024 shows what looks like it could be mould starting to form in the corner of a room (DOC-7974863, page 59).
- The Landlord supplied photographs taken on February 12, 2024 that show a repaired bathroom ceiling and a small bubble at the top of a window (DOC-7947174, page 9).
- The Tenant testified that on February 14, 2024 the people who had repainted the rental unit knocked on her door and indicated that they had come back to put up the curtains.
- Photographs taken on February 14, 2024 show a repaired ceiling, small mark or bubble on a wall, a slightly lifted floorboard, a bubble by a curtain rod, and what looks like mould on a wall by a bed (DOC-7974863, page 60).
- The Tenant testified that the Landlord told her all work was done on February 14, 2024.
- The Tenant testified that she contacted the City bylaw office and that they attended the rental unit on February 15, 2024 to do an inspection.
- The City issued an order to comply with a number of required repairs (DOC-7974863, page 47) including issues with the flooring, windows, mildew, mould, painting etc. The deadline for the Landlord to comply was March 19, 2024.
- On February 27, 2024, the Landlord emailed the Tenant indicating that they were writing to the Tenant about the list of repairs they got from the City that needed to be scheduled. The Landlord asked the Tenant for her preferred time of day to do the work ASAP so that the work can start.
- The Tenant testified that on March 6, 2024 contractors came and wiped off mould next to her bed but did not disinfect.
- The Landlord served the Tenant with a notice of entry for March 18, 2024 (DOC-7974863, page 44).
- The Landlord served the Tenant with a notice of entry for March 19, 2024 (DOC-7974863, page 44).
- The Tenant testified that she requested that the Landlord terminate her lease but the Landlord refused. The Tenant testified that she had not been staying in the rental unit since the flood and that she signed a lease for a new apartment on March 15, 2024, for a new tenancy to begin on March 20, 2024. However, the Tenant continued to pay rent until August 2025 and served an N9 notice of termination with August 27, 2025 as the termination date. The Tenant testified that she did not visit the rental unit from March 20, 2024 to August 26, 2025.

- The Tenant testified that she returned to the rental unit on August 26, 2025 to do a move out inspection. Photographs taken on that day show that the bubble in the ceiling near the curtain rod appears to have popped as there is now a hole and debris around it, one of the floor tiles is very slightly lifted, and there is some patchwork that appears to have been done without the walls being painted afterwards (DOC-7974863, page 68). The Tenant also testified that there was peeling wallpaper and that there was still mould in the corner of one of the rooms in the rental unit, however the Tenant provided no photographs of those items.
6. The Tenant testified that no one actually attended the rental unit on February 5, 2024, March 18, 2024, or March 19, 2024 despite the notices of entry served by the Landlord. However, during cross examination the Tenant agreed that she was not present at the rental unit for the entire entry window on March 18, 2024 and March 19, 2024.
 7. The Tenant testified that she never heard back from the City regarding whether the work order was cleared. The Landlord's agent testified that he assumes the work order was cleared but he was not employed by the Landlord at the time. The Landlord's agent testified that there are no current work orders from the City about the rental unit.
 8. The Tenant submits that the Landlord falsely claimed the repairs were done when they weren't, didn't meet the timelines provided, and contradicted themselves. The Tenant testified that the Landlord's leasing agent told her the day following the flood that the repairs would be done within 5 days. In an email dated January 25, 2024 the Landlord says that "all damages to the property have been diligently addressed and repaired" (DOC-7974863, page 37). The Tenant testified that she was initially told that the repairs would only take a week or two weeks. The Tenant testified that on February 27, 2024 she got a call from the Landlord who indicated that the work was mostly complete and would take 2-3 days.
 9. The Tenant testified that she did not feel safe in the rental unit because there were so many notices of entry, so many contractors showing up, and they sometimes showed up without notice. However, the Tenant agreed that no one ever entered without her permission. I also note that the Tenant filed a maintenance application not an application about tenant's rights regarding illegal entries or substantial interference with her reasonable enjoyment of the rental unit.

Analysis

10. A flood in a rental unit is inherently undesirable and having numerous contractors attended to fix the problem is inherently disrupted. However, that does not alone establish that the Landlord breached their maintenance obligations.
11. 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.

12. I accept the Landlord's evidence that the repairs could not happen immediately because the Landlord had to wait for drying to occur first and had to monitor the leak.
13. The evidence of both parties supports that between January 24, 2024 to March 19, 2024 the Landlord repeatedly sent contractors to the rental unit to undertake various stages of the repairs.
14. The photographs of both parties (DOC-7947174, page 9 and DOC-7974863, page 60) show a repaired ceiling by February 14, 2024. I do not agree with the Tenant's assessment that the ceiling work was not done to the required standard. The hole is closed, the ceiling has been painted, and the Tenant presented no evidence from anyone with construction knowledge that the ceiling repair was subpar. There is also no evidence of any further flooding incidents.
15. While the City found defects in the rental unit the evidence supports that the Landlord was addressing those issues. The Landlord emailed the Tenant about the repairs and sent contractors to the unit to address the issues, including on March 6, 2024 to address the mould. I'm not satisfied by the Tenant's testimony that no one attended the rental unit on March 18, 2024 or March 19, 2024 as she was not present during the entire entry window and its possible work occurred like an inspection that would not leave any physical changes in the rental unit. The Tenant also signed a new lease March 15, 2024, for a tenancy to start on March 20, 2024 without giving the Landlord an opportunity to resolve the problem.
16. The Tenant testified that there was still mould in the corner of one of the rooms and peeling wallpaper during her August 26, 2025 move out inspection. However, the Tenant provided no photographs of those issues. Without photographs I'm not satisfied by the Tenant's assessment of those issues. It's not that I have a concern with the Tenant's credibility, but rather the accuracy of her assessment of outstanding issues. The Tenant submits that the bathroom ceiling was not repaired when photographs show that it was (DOC-7947174, page 9). The Tenant seems to be submitting that minor aesthetic issues constitute maintenance breaches. This leads me to have a concern about the reliability of the Tenant's testimony in the absence of photographs. The Landlord also testified that there are no outstanding work orders by the City, which supports that the City closed their file at some point.
17. While I agree with the Tenant that the Landlord provided her with conflicting timelines, that alone does not prove on a balance of probabilities that the Landlord breached their maintenance obligations. The initial assessment was given by a leasing agent, not a contractor, and before more substantial assessment had happened. While the Landlord could have communicated with the Tenant better throughout the repairs, the Landlord did ultimately resolve the ceiling leak issue in a reasonable timeframe.
18. As such I find that the Landlord responded reasonably to the leak, repaired the issue, addressed the mould, and was in the process of addressing the issues identified by the city when the Tenant signed a new lease agreement. As such the bulk of the Tenant's application is dismissed. I do however find that the Tenant proved some minor breaches of the Landlord's maintenance obligations.

19. The Landlord's photograph from February 12, 2024 (DOC-7947174, page 9) shows that some repair was made to the top of one of the windows in the rental unit but that a bubble remains. The Tenant's photograph from August 26, 2025 shows that the bubble popped (DOC-7974863, page 64). I find that the Landlord breached their maintenance obligations regarding the bubble near the window as the repair was clearly inadequate and did not address the problem. I'm not satisfied by the Landlord's explanation that someone may have entered the rental unit in the Tenant's absence and caused the damage to the bubble area around the window. The Tenant denied leaving the door open and the damage is exactly where the bubble was.
20. I find that the Tenant's photographs from August 26, 2025 establish that the Landlord never addressed a crack on the rental unit floor (DOC-7974863, page 66). However, the crack is minor.
21. I also find that the Tenant's photographs from August 26, 2025 establish that the Landlord patched up holes in the living room of the rental unit but did not paint over them (DOC-7974863, page 67).

Remedies

22. The remedies sought by the Tenant are to end her tenancy on March 20, 2024, the date she stopped living in the rental unit and a 100% rent abatement from the time she vacated to August 2025 when she terminated the tenancy with a notice of termination.
23. As I have found that the Landlord addressed the leak issue in a reasonable manner, I do not find the remedy of terminating the tenancy to be reasonable. The only maintenance breaches I have found are a bubble by the window, a minor crack in the floor, and some unpainted over patches. None of those issues would significantly impact the Tenant or justify ending the tenancy. The Tenant led insufficient evidence to establish that the rental unit was unfit for habitation. Additionally, the Tenant chose to stop living in the rental unit and it's unclear what fixes the Landlord would have made to those issues had the Tenant followed up about the issues with the Landlord.
24. As the Tenant chose to stop living in the rental unit the maintenance issues I have found did not impact her. However, I find a nominal rent abatement of \$500.00 to be reasonable. The Landlord should have fixed the bubble by the window, crack in the floor, and painted over the patches. While not living there, the Tenant was still a tenant and should have been provided with a rental unit without those issues.
25. The Tenant incurred costs of 48.00 to file the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Landlord shall pay the Tenant is \$548.00. This amount represents:
 - \$500.00 for a rent abatement
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 15, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by June 15, 2026, the Landlord will owe interest. This will be simple interest calculated from June 16, 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 4, 2026
Date Issued

Amanda Kovats
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 of the Tenant expires on July 25, 2024 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.