



Order under Section 30 Residential Tenancies Act, 2006

Citation: Terra v Curran, 2026 ONLTB 42729

Date: 2026-06-03

File Number: LTB-T-008505-24

In the matter of: 64, 110 STEWART ST
OTTAWA ON K1N6J6

Between: Vincent Terra Tenant

And

Parkview Management Landlord

Vincent Terra (the 'Tenant') applied for an order determining that Parkview Management (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 26, 2026. The Tenant, and the Landlord's Agent, Charlina Curran ('CC'), and the Landlord's Representative, Anne Skelly, attended the hearing. This matter was heard concurrently with a Landlord's L2 Application pursuant to an N5 Notice of Termination (File LTB-L-040882-24).

Determinations:

Preliminary Issues:

1. The Landlord submits that the wrong party has been named to the application. The Landlords named in the Tenant's application were identified as Charlina Curran and Curran Property Management. However, the correct Landlord is Parkview Management.
2. The Tenant does not contest amending the application to reflect the name of the Landlord.
3. Therefore, I granted the amendment to Parkview Management. The style of cause has been amended to reflect Parkview Management.

Amended Application

4. The Tenant filed two subsequent amended applications. The most recent was filed with the Board on May 14, 2026. The first amended application sought \$100.00 per month as an ongoing abatement, while the second amended application sought a total award of \$2,900.00 as an abatement for the period between December 2023 and May 2026.

5. The Landlord was provided with a copy of the Tenant's Requested amendment and did not make submissions about the proposed amendments.
6. I cannot find any prejudice in allowing the Tenant to amend their application. I find it appropriate to exercise my discretion to grant the amendment, and I am satisfied it is consistent with a fair and expeditious proceeding.
7. The Tenant's application has been amended to include a claim for abatement of \$2,900.00.

Tenant's T6 Application

8. For the sake of clarity, the Landlord also has an application pursuant to an N5 notice of termination (File LTB-L-040882-24) which was heard at the same time as the Tenant's application. Both applications involve the same circumstances pertaining to the kitchen countertop. The Tenant alleges that the Landlord breached their obligation under s.20(1) of the *Residential Tenancies Act* ('the Act'); the Landlord alleges the Tenant caused the damage to the countertop pursuant to s.89(1) of the Act and substantially interfered with the Landlord's lawful rights and privileges, pursuant to s.88.1 of the Act. Documentary evidence from both applications has been referred to in this order and identified as 'L' for Landlord evidence and 'T' for Tenant evidence.
9. As explained below, the Tenant proved on a balance of probabilities the following allegations contained in the application. Therefore, the Landlord must pay to the Tenant \$152.61 and repair or replace the kitchen countertop.
10. By way of background, the tenancy began in August 2022. The rental unit is a one-bedroom apartment.
11. When the Tenant moved into the rental unit, he requested several repairs be made to the rental unit (T Doc-7988744, pg 6). These requests were made to Tyler, who was the carpenter who regularly worked for the Landlord conducting repairs such as the ones the Tenant asked for. The message was dated August 5, 2022, and reads:
12. When "Tyler" attended the rental unit on or about August 5, 2022, to undertake the repairs, the Tenant spoke to him about the countertop. Tyler apparently told him that the Landlord would not repair this. However, the other repairs were done which was confirmed by the Tenant during cross-examination. The Landlord also repaired items which were not listed in the August 5, 2022 text message including replacing the fridge, stove, and adding/replacing a medicine cabinet.

13. The Tenant says that after that, he decided to just try to deal with it. He tried to glue the piece down, but that did not work. Eventually, he used duct tape to stick the pieces down.
14. Over a year later, the Tenant required a new fridge. The Landlord ordered the fridge in November 2023. When the new fridge arrived, it was larger than the old fridge so it would not fit into the space between the countertop and the wall. The Tenant did not want to give up the new, larger fridge and kept it (L Doc-4556548, pg 1). However, he asked if he could have a new countertop which would extend over the space where the fridge had been. This would solve two problems, allowing him to have more counterspace, and address the problem with the seam which had lifted.
15. The Tenant made multiple requests for a replacement countertop in November and December 2023. Several times indicated he would replace it himself, but the Landlord refused and repeatedly warned the Tenant he was not to make alterations to the kitchen. (L Doc-4556548, pgs 1,2,5,8,9).
16. The Landlord's Agent, CC, is the owner of the property management company who oversees the operations of the building, including repairs. CC says she did discuss the Tenant's requested repair with Tyler, but that Tyler advised it was unnecessary as the entire kitchen was only about 10 years old. CC's oral testimony was that this conversation took place on January 9, 2024. However, CC says the kitchen countertop was not broken when the fridge was ordered.
17. The Landlord says that the Tenant did not advise them of the needed repairs until December 7, 2023. Before this, the Landlord says the Tenant had sent about 25 e-mails between November 2023 and December 2023 asking for a new countertop but never mentioned that it was damaged. She believes the Tenant attempted to take off the old countertop which damaged the seam after which he applied the duct tape. The Tenant agrees that the duct tape worsened the damage but says that duct tape should not have pulled up the laminate unless it was damaged to begin with. He believes the damage was caused by the previous tenants because other items in the unit were damaged when he moved in.
18. On December 20, 2023, the Tenant wrote CC referencing the damage to the countertop. A plan was made for CC to attend the rental unit on January 9, 2024. CC observed the duct tape and saw there were "bumps" underneath the tape. She explained that the bumps, she assumed, were tiny portions of broken countertop. However, before she could take off the tape or conduct any further investigations, the Tenant told her to leave his unit. The Tenant has refused entry to CC ever since. Since the Tenant refuses entry, she cannot fix the issue.
19. CC asserts that when she was made aware of the issue, she responded in a timely, reasonable, and efficient manner. She learned of the requested repair on December 20, 2023, and attended January 9, 2024. She attempted again in early May 2026 to gain access and was again refused.
20. The questions the Board must answer are:
 - When was the Landlord told about the requested repair?
 - Did the Landlord breach s. 20(1) of the Act?

- How do limitation periods apply to situation and the remedy sought?
- What is the appropriate remedy?

When was Landlord told about the requested repair?

21. I find that the Tenant told Tyler about the requested repair to the countertop on August 5, 2022. I say this because the Tenant gave oral testimony about the conversation he had with Tyler about the countertop when Tyler was in the rental unit. I also accept the documentary evidence of the screenshot of a text message dated August 5, 2022, sent to Tyler itemizing requested repairs.
22. Landlord is defined in s.2 of the *Residential Tenancies Act* ('the Act'), and includes the "heirs, assigns, personal representatives..." of the owner of a rental unit.
23. The Landlord denies receipt of the request for the repair before December 20, 2023. However, I am of the view that the Tenant was entitled to rely on the request he made to Tyler because Tyler was acting as an agent for the Landlord when he attended to do repairs in early August 2022. CC's evidence was that Tyler had been doing the repairs for the Landlord for about 14 years.
24. When Tyler attended the rental unit in early August 2022, Tyler did repairs, such as replacing a broken mirror. In my view, it would be logical for the Tenant to then ask Tyler about the peeling countertop. There was logical correlation between the repairs Tyler was sent to do and the Tenant's repair request. In my view, a reasonable tenant would assume that they could ask an individual sent by the Landlord about other repairs they wanted done when they were already there doing similar repairs.
25. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true.
26. Although CC states she was not aware until December 2023 of the damage to the countertop, I find it is more likely than not that they knew about the Tenant's request for maintenance to the kitchen countertop as of August 5, 2022, when the Tenant sent the text message to Tyler.
27. I find CC's testimony lacks reliability. I say this because her oral testimony was that she attended the rental unit on January 9, 2024, and observed the duct tape and saw "bumps" underneath which she believed to be small chips of the countertop surface. However, CC wrote to the Tenant on January 15, 2024, "Tyler has no idea what you are referring to, he said there is nothing wrong with the counter" (L Doc-4556548, pg 12). These statements contradict each other. CC observed the tape and broken pieces of countertop on January 9, 2024, but CC then says Tyler is unaware of the problem when she wrote on January 15, 2024.
28. Another example where I find CC's testimony lacks reliability is regarding her statement that she was not aware of the Tenant's request to fix the countertop until December 2023. CC says that the countertop was not broken when the fridge was ordered which was in about November 2023. However, it is not clear to me how CC would know whether there was a problem with the countertop in November 2023. CC gave no evidence as to how she came to believe this.

29. Further, the Tenant's evidence demonstrates that multiple other requests for maintenance were made when he moved in; for example, the mirror in the bathroom was broken, closet doors needed repair, and the medicine cabinet was repaired/replaced. Tyler was aware of these repairs, and these repairs were done, including some not even noted in the August 5, 2022, text message. Yet CC says she was unaware of the damaged countertop even though this was listed in the August 5, 2022, text message along with some of the other requests.
30. Even if it was to be found that CC was not aware until December 20, 2023, that the kitchen countertop was damaged, this does not relieve the Landlord from responsibility for their agents, and I find that Tyler was an agent for the Landlord.

Landlord's Breach

31. The Tenant says the Landlord, by failing to repair the countertop, breached s.20(1) of the Act which states that the Landlord has an obligation to maintain the residential unit in accordance with health, safety, housing and maintenance standards.
32. The Tenant's evidence is that the seam of the countertop had lifted and despite his efforts to glue the area, the area remained in a state of disrepair. He says the Landlord persisted in not effecting a repair even after she became aware of the problem.
33. I acknowledge CC was unable to complete a thorough investigation of the issue on January 9, 2024, because the Tenant told her to leave. However, CC was able to make observations about the bumps under the tape and gave testimony about her assumptions the bumps were chipped pieces of countertop.
34. Based on the evidence before me, I find that the Landlord was in breach of s.20(1) of the Act. Tyler was not called to give evidence, so I am unable to assess his evaluation of whether the countertop required repair at the time the tenancy began. Therefore, the best evidence before me is the screen shot of the August 5, 2022, text message which I accept, which corroborates the Tenant's testimony that reported that the laminate surface was peeling and requested maintenance.
35. 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.
36. In this case, the Tenant requested maintenance on August 5, 2022. The Landlord's agent seems to have dismissed this request outright, and it is unknown whether Tyler even reported the request to the Landlord. However, the earliest the Landlord attended the rental unit to see the countertop was January 9, 2022. I do not find that the Landlord was reasonable, timely, or efficient in its efforts to address the Tenant's concern.

Limitation Period/Remedy Sought

37. The Tenant requests a total abatement of \$2,900.00 for the period between December 2023 and May 2026, and the repair or replacement to the damaged countertop. This was calculated at \$100.00 per month for each month the Tenant's countertop was damaged.
38. Section 29(2) of the Act states that no application may be made more than one year after the day the alleged conduct giving rise to the application occurred. Where the situation is ongoing, as it is here, the limitation period does not start under the repair is done. However, the LTB is unable to grant a remedy beyond the limitation period.
39. The Tenant filed his application on January 25, 2024. Therefore, the limitation period began on January 26, 2023, for the purpose of calculating the time the Tenant would be entitled to an award. That is because even if the breach occurred before the limitation period, as it did here, the Divisional Court in *Toronto Community Housing Corp v. Vlahovich*, [2010] OJ No. 1463 (Ont. Div. Ct.), found that remedies cannot exceed 12 months prior to when the application was filed although evidence of prior disrepair could be admissible if it helps to illustrate the cause of disrepair.
40. However, CC's evidence was that on January 9, 2024, she went to the Tenant's rental unit, and the Tenant ordered her to leave. She testified she attempted to return to the rental unit in May 2026, and the Tenant again refused to allow her inside.
41. Section 16 of the Act says that: "When 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."
42. What this means is that as soon as the Tenant refused to cooperate with the Landlord's efforts to conduct repairs, the Tenant is no longer entitled to a remedy, particularly when this happened again as recently as May 2026. Section 16 obligates the individual who is entitled to the claim, that is the Tenant, to take reasonable steps to minimize the person's losses, in this case the Landlord. In other words, you cannot demand an abatement while simultaneously refusing to allow the Landlord into the rental unit to assess or correct the problem.
43. Therefore, the Tenant's remedy period is limited to the one-year period before the application was filed to the date that he told CC to leave. I find that period to be January 26, 2023, to January 9, 2024.
44. The Tenant seeks \$100.00 per month for each month he was unable to use the countertop, which I calculate to be 7.54% of the monthly rent. The Tenant says he believes this is fair because he has not been able to use the entire kitchen countertop. He cooks a lot and there is very little counterspace.
45. An abatement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be getting 100% of what you are paying for and if a tenant is not receiving the full value of what they are paying for, then they should be entitled to abatement equal to the difference in value.

46. In *Avcan Management Inc. v. O'Laughlin*, 2012 ONSC 537, the Divisional Court found that the LTB needs to analyze the impact on the Tenant's ordinary use and enjoyment of the rental unit.
47. The photo of the countertop submitted after the tape was removed shows a section of laminate which appears to be about 4 inches long and 2 inches wide which is broken away, and a portion of the seam which appears to be 6 to 8 inches in length is lifted.
48. When I consider the Divisional Court's findings in *Avcan*, and I consider the impact on the Tenant's ordinary use and enjoyment of the rental unit, I find an appropriate abatement is 1%. The countertop is still functional albeit unsightly and the problem is largely cosmetic. The entire area affected by the lifting appears to be about 12" inches in length, and only two inches wide at its widest. In my view, the portion of the countertop affected is well below the 7.54% abatement requested. One may also assume the Tenant would have used a cutting board to prepare foods so although the Tenant complained of getting food poisoning, it seems unlikely that the countertop would have contributed to this.
49. I calculate this to be \$152.61. The Tenant's monthly rent at the time the application was filed was \$1,327.00 ($\$1,327.00 \times 11.5 \text{ months} (\times .01)$).
50. The Tenant also seeks the repair of the countertop. Given that there is no question that the countertop is damaged, as evidenced by the photo of the countertop, and given that the Landlord agrees the countertop is damaged, I find it appropriate to award this remedy. (T Doc-7988744, pg 16). The Landlord shall repair or remediate the countertop such that the countertop is properly sealed and functions in the manner intended.
51. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. On or before August 4, 2026, the Landlord shall repair the kitchen countertop such that the surface is sealed and the surface functions as intended.
2. The Landlord shall pay to the Tenant \$152.61. The Tenant may deduct this amount from the lawful monthly rent due and owing for the month of July 2026.

June 3, 2026
Date Issued

Jane Dean
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.