



Order under Section 30 & 31 Residential Tenancies Act, 2006

File Number: LTB-T-075989-24
LTB-T-087028-24
LTB-L-086293-24

In the matter of: 41 HOLLINGSWORTH CIR
BRAMPTON ON L7A0J7

Between: Olanike Oluokun Tenants
Adesola Oluokun

And

Abdul Syed Landlord

Olanike Oluokun and Adesola Oluokun (the 'Tenants') applied for an order determining that Abdul Syed (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.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.

This application was heard by videoconference on January 12, 2026.

The Landlord, the Landlord's Legal Representative, Jorge Steinmetz and the Tenants attended the hearing.

The Tenants' applications LTB-T-075989-24 and LTB-T-087028-24 were previously combined to be heard together. At the hearing, the Landlord sought to have the matter combined with the Landlord's L1 application, LTB-L-086293-24 and the Tenants consented to the request. I was satisfied that there was no prejudice to the Tenants, who were prepared to respond to the issues in the L1 application. As a result, all three matters were heard together.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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. The Tenants were in possession of the rental unit on the date the application was filed.
3. The parties agreed the Tenants vacated the rental unit on December 16, 2024. The Landlord only sought the rent arrears to the date the Tenants vacated. Rent arrears are calculated up to the date the Tenants vacated the unit.
4. The lawful rent is \$3,200.00. It was due on the 1st day of each month.
5. The Tenants agreed they have not paid any rent for the period from August 1, 2024 to December 16, 2024.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears owing to December 16, 2024 are \$14,483.36.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,200.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
10. Interest on the rent deposit, in the amount of \$90.96 is owing to the Tenants for the period from October 28, 2023 to December 16, 2024.

T6 Application - Maintenance

11. As explained below, the Tenants proved their claims on a balance of probabilities,. Therefore, the Landlord shall pay to the Tenants \$4,666.00 for a rent abatement, out-of-pocket expenses and the cost of filing both the T2 and T6 applications. These amounts shall be deducted from the amount of rent arrears owing by the Tenants to the Landlord.
12. The Tenant, Olanike Oluokun ('OO') testified that he initially viewed the house in October 2023. OO testified that he agreed to rent the rental unit with the expectation that the rental unit would be painted and cleaned before he moved into the rental unit. OO testified that when the tenancy commenced on November 30, 2023, the house had not been painted or cleaned.
13. OO testified about the following maintenance issues:
 - a. The fridge had damage to a number of shelves and had not been cleaned prior to the Tenants moving into the rental unit. The fridge was also not properly cooling items and was not sealing properly.
 - b. Cosmetic damage to surfaces including dents, holes and stains on the walls and main entrance door, washer and dryer and broken wall plate covers throughout the rental unit.
 - c. Bird infestation in the rental unit.

- d. Weeds in the backyard of the rental unit.
- e. Bathroom kitchen and sinks clogged.
- f. Non-functional electrical outlets in the rental unit.
- g. Smoke detector not functioning.

Fridge

14. OO testified that the fridge was not repaired or replaced for the duration of the tenancy. OO testified that when they moved into the rental unit, the fridge contained food belonging to the prior Tenants of the rental unit and had not been cleaned. OO testified that several of the fridge shelves were damaged prior to the Tenants moving in and had not been repaired or replaced.
15. In an email from Tenants to the Landlord dated June 5, 2024, the Tenants state that the fridge is “not functioning well, is not cold, and the door is not locking properly. I think this was not showing for me earlier because it was winter. It is hot now, and water is dripping all over my food in the fridge...”
16. The Landlord testified that the fridge was two years old when the Tenants moved into the rental unit and was in working condition.
17. The Landlord testified that they sent multiple repair technicians to the rental unit to address issues with the fridge but that the technicians reported no issues in the operation of the refrigerator.
18. The Landlord further testified that on August 12, 2024, they sent a technician to inspect the refrigerator and, as per the invoice from Mr. Appliance dated August 12, 2024, the technician noted that the freezer was packed too fully with food causing the drain to be blocked causing frost build-up in the freezer section. The invoice further states that the fridge and drain need to be cleaned.
19. There was no supporting evidence that the Landlord had sent any repair technician in before August 12, 2024, nor did the Landlord testify about any of the other dates repair technicians were sent.
20. I was satisfied based on the evidence before me, that the Landlord had been made aware that the Tenants were experiencing issues with the refrigerator on June 5, 2024 and there was no evidence provided as to why the Landlord would have waited two months to send a repair technician to address the issue.
21. OO testified that they incurred costs of \$250.00 per week to replace food that spoiled as a result of not having a properly functioning fridge.
22. Further, there was no evidence that the Landlord ever repaired or replaced the broken shelving in the fridge during the tenancy. While the Tenants were able to clean out their own fridge and were able to use the fridge, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to maintain the fridge in good working order.

23. 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.
24. In this case, I was not satisfied that the Landlord responded to the maintenance issue with the fridge reasonably in the circumstances.
25. While the Tenants requested compensation for the costs of replacing spoiled food, no supporting evidence was led of the Tenants' expenses incurred as a result of the spoiled food. I also do not find it credible that the Tenants would continue to incur costs of \$250.00 per week in spoiled food but would wait until June 2024 to put the issues with the fridge into writing to the Landlord. While I am satisfied that there were maintenance issues specifically related to the bins in the fridge since the outset of the tenancy based on OO's testimony and photo evidence, I was not satisfied that there were cooling issues since the outset of the tenancy as the Tenants allege. Rather, I find it more likely, on a balance of probabilities, that the issue arose closer to June 2024 when the Tenants complained to the Landlord in writing.
26. As a result, I am satisfied that the Tenants are entitled to rent abatement of 5% for the period of December 2023 through to May 31, 2024 and a rent abatement of 15% for the period of June 1, 2024 through to August 31, 2024. The total rent abatement for the fridge issue is therefore \$2,400.00.

Holes in Surfaces Throughout the Rental Unit

27. OO testified that since the outset of the tenancy there were issues with holes and damage in the walls, doors and surfaces throughout the rental unit as the Landlord had not patched holes or painted the unit prior to the Tenants moving into the rental unit.
28. The Tenants' email dated June 5, 2024 further addresses the ongoing cosmetic issues with surfaces throughout the rental unit.
29. The Tenants entered into evidence photos depicting the visible wear and damage to the walls, main entrance door, and fixtures such as wall plate covers throughout the rental unit.
30. The Landlord testified that while they were aware of the issues, they had not been able to access the rental unit as the Tenants were unwilling to cooperate with repairs to the walls, doors and fixtures of the rental unit.
31. While the Landlord testified they repaired the walls and surfaces of the rental unit, no supporting evidence was provided by the Landlord.
32. I preferred the evidence of the Tenants that the Landlord failed to repair and maintain the walls, door and fixtures such as wall plate covers throughout the rental unit for the duration of the tenancy. The Tenants' evidence was supported by documentary evidence including their June 5, 2024 email and their photo evidence. I did not find the Landlord's explanation

to be reasonable or credible with regards to the repairs to surfaces throughout the rental unit.

33. I was satisfied that the Tenant has proven that there were a large number of holes, cracked wall plates and physical damage to the surfaces in the rental unit.
34. OO testified that due to these issues they were not fully able to enjoy the unit and felt embarrassment and were unable to have people visit or stay at the rental unit due to the condition of the rental unit.
35. I am satisfied that the Tenants are entitled to a rent abatement of \$1,920.00 which represents a 5% rent abatement for a 12-month period from December 1, 2023 to December 31, 2024 due to the ongoing deficiencies with the walls, door and wall plates throughout the rental unit.

Bird Infestation

36. OO testified that in approximately March 2024, she began hearing the sounds of a bird inside the rental unit. OO testified that he informed the Landlord in approximately April 2024 that birds may have nested inside the house. OO testified that the Landlord sent somebody to inspect in May 2024 and was advised there were no birds inside the house. OO submits that birds were entering through the house's external dryer vent cover. OO testified that the Landlord sent a second person to inspect the vent covers and that the issue was addressed by the Landlord in May 2024.
37. OO entered into evidence photos of the dryer vent cover covered in bird droppings.
38. The Tenants' email dated June 5, 2024 states "in the bird's situation that I messaged you about on the 17th of May with pictures, a gentleman came to the premises last week and said you sent him to see what was going on..."
39. OO testified that noises from the birds was ongoing throughout the night for the month of May 2024.
40. While the Tenants' letter suggests the issue was ongoing as of the email dated June 5, 2024, OO's testimony was that the issue was resolved in May 2024.
41. The Landlord testified that once they were informed about a potential bird or birds within the rental unit, they sent somebody to inspect the dryer vent and while they noted no birds had entered the dryer vent, they installed a net over the vent cover to prevent birds from entering or defecating on the vent cover in May 2024.
42. With regards to the alleged bird infestation, the Tenants' evidence on dates they informed the Landlord of the bird issue were vague. I found neither the Landlord's nor the Tenants' testimony to be more credible than the others with regards to the timeline of the bird infestation issue. It was uncontested by the parties that the individuals sent to inspect the vent had reported no birds had entered the dryer vent. I was not satisfied based on the evidence before me that the Tenants have proven that the Landlord failed to maintain the dryer vent or address the alleged bird infestation in a timely manner. As a result, the Tenants' request for an abatement on this ground is denied.

Clogged Sinks

43. OO testified that the kitchen and bathroom sink were clogged since moving into the rental unit and that this as reported numerous times to the Landlord since moving into the rental unit. The Tenants did not provide any supporting evidence such as written complaints or photos of the clogged sink, nor did the Tenants provide any evidence about any dates and times they communicated these issues to the Landlord.
44. The Landlord testified that they were made aware of a clogged sink on January 18, 2024 and had advised the Tenants to use a drain cleaner. The Landlord testified that there were no further complaints about the drainage issues. The Landlord also testified that they sent a technician to inspect the sinks and that there were no issues noted by their technician. However, no supporting evidence was provided by the Landlord such as inspection reports or photos.
45. I was not satisfied that the Tenants established that there were any issues with the functioning of the sinks in the rental unit. As a result, the Tenants' request for an abatement for this issue is denied.

Non-functional Electrical Outlets

46. OO testified that most of the electrical outlets throughout the rental unit have not been working since the outset of the tenancy. The Tenants testified that a by-law officer had inspected the outlets in the rental unit.
47. The Tenants again did not provide any dates and times of any communications about issues with wall outlets either in their application or by way of verbal testimony. While OO testified that a by-law officer had inspected the outlets, no inspection report or supporting evidence was provided and the Tenants' testimony about the by-law officer's findings were hearsay evidence and given no weight.
48. The Landlord testified they were made aware on one occasion of issues with the wall outlets in the rental unit, but sent a certified electrician to inspect on December 9, 2024. The Landlord testified that the electrician had informed them that there were no issues with the electrical outlets.
49. An invoice from North York Electrical Contractors Inc dated December 9, 2024 was entered as evidence of the service call made for the electrical outlets by the Landlord.
50. While I accept, based on the evidence before me, that the Tenants complained of issues with the outlet at least once, I was not satisfied that the Tenants has established that the Landlord failed to maintain the electrical outlets in the rental unit in working condition. As a result, the Tenants' request for an abatement on this ground is denied.

Lawn Maintenance

51. OO testified the Landlord has failed to maintain the lawn at the rental unit. OO testified that the parties had agreed that the Tenants would be responsible for snow removal at the rental unit but that there was no discussion of who was responsible for lawn maintenance at the rental unit.

52. The Landlord did not deny that they had not maintained the lawn of the rental unit but testified that as per paragraph 18 of the lease agreement, which was entered into evidence by the Landlord, “[the] Tenant is responsible for snow removal, lawn and backyard maintenance.”
53. There was no evidence that the lawn maintenance clause in the lease was void under section 4(1) of the *Residential Tenancies Act, 2006* (the ‘Act’). The City of Brampton’s By-law 45-2025 states that lawn and garden maintenance are the responsibility of the “owner or occupant.”
54. The rental unit was the entire house and the lawn was for the Tenants’ exclusive use. The lease agreement stated that the Tenants were responsible for lawn and backyard maintenance. As the Tenants were responsible for the lawn maintenance, I am not satisfied that the Tenants have met the burden of proof to demonstrate that the Landlord has breached its maintenance obligations with regards to lawn maintenance.

Smoke Detector

55. OO testified she informed the Landlord that there was no working smoke detector since the outset of the tenancy. The Tenants did not lead any evidence about dates or times this issue was reported to the Landlord or any supporting evidence such as photos or inspection reports.
56. The Landlord testified that they were made aware of the issue with the smoke detector and that the issue was addressed by the electrician from North York Electrical Contractors Inc., on December 9, 2024.
57. I was not satisfied that the Tenants have met the burden of proof to show that the Landlord did not properly maintain or repair the smoke detector in the rental unit. The Tenants did not provide any specific dates or times of any complaints. I found the Landlord’s evidence that the smoke detector was promptly addressed to be more credible. As a result, the request for an abatement on this ground is denied.

T2 Application – Substantial Interference

Cleanliness of the Rental Unit

58. OO testified that the Landlord’s failure to provide the rental unit in a state of ordinary cleanliness caused them to incur out-of-pocket expenses of \$250.00 to clean the house when the Tenants took possession of the rental unit.
59. OO testified that the rental unit was not cleaned when they moved into the rental unit and as a result, they had to purchase cleaning supplies at the cost of \$250.00 to clean the rental unit at the commencement of the tenancy.
60. Photos of the unit at the outset of the tenancy were provided into evidence by the Tenants.
61. The Landlord testified that as the Tenants as supposed to move into the rental unit on December 1, 2024 but asked for possession of the rental unit a day earlier, the Landlord was unable to clean the rental unit prior to the Tenants moving in.

62. I am satisfied that the Landlord failed to provide the rental unit in a state of ordinary cleanliness and that this substantially interfered with the Tenants' reasonable enjoyment of the rental unit. I was further satisfied that the Tenants incurred out-of-pocket expense at the outset of the tenancy to clean the rental unit. While the Tenants did not provide any evidence of their costs, I find the requested amount of \$250.00 for out-of-pocket expenses for cleaning products and equipment to be reasonable in the circumstances. An order will issue for the Landlord to pay to the Tenants \$250.00 for the out-of-pocket cleaning expenses.

Substantial Interference Due to Maintenance Issues

63. While I am satisfied that maintenance issues may result in substantial interference with the Tenants' reasonable enjoyment, as the maintenance issues were addressed in the T6 portion of the application above, the request for abatement as a result of substantial interference due to the maintenance issues is duplicative. As remedies were ordered above for the maintenance issues, the Tenants' request for further abatement as a result of substantial interference for the maintenance issue is denied.

Remedies

64. As stated above, I find that a rent abatement of \$6,240.00 is appropriate in the circumstances.
65. I also find that the Tenants incurred the following costs and out-of-pocket expenses because of the Landlord's breach as a result of failing to clean the rental unit prior to providing possession to the Tenants. Therefore, the Landlord must pay the Tenants \$250.00 for these out-of-pocket expenses.
66. The Tenants are also entitled to the filing fees for the cost of filing both the T2 and the T6 application in the amount of \$96.00.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of December 16, 2024, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$6,712.40. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit, the costs of filing the T2 & T6 applications, the out-of-pocket expenses incurred by the Tenants, and the rent abatement awarded to the Tenants are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before June 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 21, 2026 at 4.00% annually on the balance outstanding.

June 5, 2026
Date Issued

Christopher Lin
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$14,483.36
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,200.00
Less the amount of the interest on the last month's rent deposit	- \$90.96
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$4,320.00
Less the amount of the credit that the Tenants is entitled to for out-of-pocket expenses and the costs of filing the T2 & T6 applications	- \$346.00
Total amount owing to the Landlord	\$6,712.40