



AMENDED ORDER
Order under Section 30
Residential Tenancies Act, 2006

Citation: Jung v Yang, 2026 ONLTB 36838

Date: 2026-06-15

File Number: LTB-T-100842-24-AM

In the matter of: 3001, 108 PETER ST
TORONTO ON M5V0W2

Between: SeungA Jung Tenant

And

JinYoung Yang Landlord

This amended order is issued to correct a clerical error in the original order. The correction has been bolded for ease of reference.

SeungA Jung (the 'Tenant') applied for an order determining that JinYoung Yang (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 14, 2026.

The Landlord, Landlord's representative, Grace Yun, and the Landlord's witness, Shin lee and the Tenant attended the hearing.

Determinations:

1. The rental unit is a condominium unit. Shortly after the Tenant moved in, in January 8, 2024, they caused a flood that resulted in significant damage to the rental unit. The Tenant alleges that the Landlord did not repair the unit within a reasonable period of time.
2. The parties also do not dispute the following facts:
 - There was an issue with the water pressure and hot water supply in the Tenant's main bedroom ensuite bathroom.
 - The Tenant informed the Landlord of this issue on February 8, 2024
 - The Landlord waited for the condominium management team to hire a contractor to commence repair work.
 - The repair work commenced on and was completed on December 10, 2024.

3. As explained below, the Tenant proved on a balance of probabilities the allegations contained in the application.
4. The Tenant testified that she complained of the issue on February 8, 2024, by email. The Tenant testified that condominium's care team attended the unit on March 15, 2024, to investigate. The Tenant testified that a lot of plumbers visited the unit until August 9, 2024. On August 9, 2024, the condominium's care team discovered the wall had to be removed to investigate the issue and repair it. The Tenant testified that once the wall was removed and re-installed, the water pressure remained the same and there was noise when the hot water was turned on. As such, the Tenant complained to the Landlord again on October 7, 2024, and as of November 12, 2024, there was no hot water. On December 2, 2024, the contractor broke down the wall and repaired the pipe on December 10, 2024.
5. The Tenant testified that during the repairs there was no proper hot water, and it was intermittent and extremely low pressure. She testified that there was another shower in the unit that she could share with her roommate. However, it was inconvenient as she preferred to have her own bathroom which she lost access to while the repairs were being conducted. There was also dust and coming into her room. She sometimes would work from home, and it was difficult to do so while repair work was being conducted.
6. The Landlord's agent, Shin Lee ('SL') testified that he is the property manager for the Landlord and that the condominium building is brand new, under warranty, and as such the condominium management hired their own contractors and technicians, and thus the Landlord could not hire their own contractor and had to rely on the condominium management. He does not dispute the dates provided by the Tenant in which contractors commenced repair work, which included removing the wall and repairing the pipes on December 2, 2024, and the work was completed as of December 10, 2024. Ultimately, he testified that he was not aware of the potential issue causing the delay which took approximately 10 months to resolve as he was notified of the issue that caused the delay. However, he testified that each time the Tenant complained he would reach out to management to get an update and persuade them to look into the issue.

The Landlord Breached its Obligations by Failing to Properly Restore the Unit

7. Based on the evidence before me, I am satisfied that the Landlord failed to repair the unit within a reasonable period of time, and in doing so breached their maintenance obligations.
8. On any application before the Board the person asserting a fact has the burden of leading sufficient evidence to prove that it is more likely than not that what they are claiming is true. This means that the Tenant bears the burden of proof with respect to the allegations in her application.
9. However, my concern with the Landlord's evidence is not that it's hearsay, but rather that I have so little evidence from the Landlord. I note that when I say that the Landlord provided insufficient evidence, I am not flipping the burden of proof onto the Landlord. However, I only have a few emails from the Tenant which to determine what the Landlord did and why it was reasonable. The Tenant must prove their claims on a balance of probabilities. Here I find that the Landlord failed to respond to the compelling evidence offered by the Tenant

that there was issue with the ensuite shower in the rental unit for approximately 10 months, the Landlord was aware, and the problem was not fixed.

10. 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.
11. There is no dispute that the Tenant notified the Landlord of the issue on February 8, 2024. The evidence before me is that all the Landlord did was follow up with the condominium management. Based on the evidence before me, I find that the condominium management was effectively the Landlord's agent for the purpose of fulfilling their maintenance obligations and there was no evidence provided by the Landlord that explained why it took so long for the condominium management to fix the problem. I say this because I am unsure of what repairs were done by the condominium's contractors. Neither the emails provided in evidence nor the Landlord's witness provide a clear answer to that question. The best evidence I have before me is the Tenant who was in the unit observing the problem persisted for a period of approximately 10 months. As the repairs were not done until December 10, 2024, they were essentially ineffective. As such, I find the Landlord's response was unreasonable.

Remedies

9. The Tenant is seeking abatement of rent in the amount of \$8,100.00 for the period between February 8, 2024, when the issue occurred and December 10, 2024, when they resolved the issue.
10. As I find that the Landlord's breach caused some disruption to the Tenant's ability to normally reside and enjoy the rental unit, a rent shall be awarded. This abatement is calculated as 10% due the amount of time the issue took to resolve and although the Tenant did not establish any specific losses as a result of not having her ensuite shower. The Tenant testified that it had negative effects on her such as having to share the main washroom with her roommate, not being able to work from home due to on-going construction and dust from the construction was spreading to her bedroom. There was no significant impact for health and safety as such a higher award would not be appropriate.
11. I find that a reasonable abatement of rent for this breach is about 10% of the rent charged from February 8, 2024, to December 10, 2024. This is a period of 306 days. At \$2,700.00 per month, daily rent for the unit was \$88.76. I therefore calculate the abatement as follows: $10\% \times \$88.76 \times 306 = \$2,716.05$.

It is ordered that:

1. The Landlord shall pay the Tenant is \$2,764.05. This amount represents:
 - \$2,716.05 for a rent abatement for the period ending December 10, 2024.

- \$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

June 15, 2026

Date Amended

Vinuri Sivalingam

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.