



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-077039-23

In the matter of: 204, 2000 Sheppard Ave West
Toronto Ontario M3N1A2

Between: Osato Victor Tenant

And

Ronkay Management Inc. Landlord

Osato Victor (the 'Tenant') applied for an order determining that Ronkay Management Inc. (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

Osato Victor (the 'Tenant') applied for an order determining that Ronkay Management 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 started to be heard on July 10, 2025, however there was insufficient time to hear the matter in its entirety.

This application was heard by videoconference on May 13, 2026.

Only the Tenant's Legal Representative, Anum Malik and the Tenant, Osato Victor attended the hearing.

During the hearing, the Tenant's Legal Representative attempted to contact the Landlord's Legal Representative as they were not present at the hearing. The Landlord's Legal Representative responded and stated that they are no longer retained on the matter as they have retired, and they have not heard from the Landlord.

As of 9:30am, 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.

Determinations:

Preliminary Matter

1. At the onset of the hearing, on July 10, 2025, the Landlord's Legal Representative stated that this application ought to be dismissed as it is an abuse of process, and these issues have already been before the Board and the Divisional Court. Therefore, the Board is precluded from proceeding. The previous file number LTB-T-068206-22 involves the Tenant's application regarding an eviction. This application was resolved in favour of the Tenant by order issued on March 29, 2023. In this application, the Tenant seeks to introduce claims against the Landlord that they knew about when filing their previous application, and those issues should have been addressed in the application.
2. The Tenant's Legal Representative opposed the Landlord's Legal Representative's statements. The issue that was brought up in the previous application related to an illegal lockout, however in this application the Tenant is claiming issues against the Landlord that took place after the illegal lockout. These claims did not exist at the time of the Tenant filing the previous application. The order issued on March 29, 2023 did not make a determination on any issues that are before the Board in this application. Regarding the T6 Application, the Tenant agrees that those issues were ongoing at the time of filing the previous T2 Application, however the Tenant's priority was the illegal lockout, and therefore urgently filed an application regarding that issue. However, the fact that the Tenant filed only a T2 Application and not a T6 Application should not prevent the Tenant from bringing up maintenance issues that were otherwise live.
3. After hearing the parties submissions, I am not satisfied that this application should be dismissed for the reason the Landlord's Legal Representative submitted. Regarding the T2 Application, I note that the issues in the application before me took place after the date the order was issued (March 29, 2023) and therefore they have not been before the Board. Regarding the maintenance issues, I do not find it appropriate that a party would be prevented from bringing forward an application only because those issues were live while another application was filed. Therefore, the matter will proceed to be heard on the merits.

T6 Application

4. The Tenant testified that she first notified the Landlord of the issues in the rental unit on or about a few months preceding October 2022. The Landlord did not respond to the Tenant, and no action was taken to repair anything in the rental unit. On or about the first week of October 2022, the Tenant followed up with the Landlord regarding the state of disrepair in the rental unit, however the Landlord did not address her complaints. The Tenant hired a contractor to perform the necessary repair to the rental unit at her own expense. The Tenant is seeking a rent abatement for the period of October 1, 2022 to October 31, 2022, the date that the contractor began the repairs.
5. The Tenant testified that on or about May 2022, she notified the Landlord of a crack in the dining room wall. The Landlord did not address this issue. She notified the Landlord again on or about first week of October 2022, and no action was taken. Due to the Landlord not repairing this, it resulting in mould forming around the crack and the window. A photograph

of this crack was submitted to the Board as evidence. The Tenant is requesting a 5% rent abatement for the crack in the wall.

6. The Tenant stated that there was mould surrounding her entire window. This window is a single slide window that traps moisture and therefore the window allowed mould to infest the walls surrounding in the window. The Tenant submitted photographs of the mould as evidence to the Board. The Tenant is seeking a 15% rent abatement for the mould surrounding the window.
7. The Tenant stated that starting from 2021 and onward, there was a bedbug and cockroach infestation. The Tenant advised the Landlord of this issue however the Landlord refused to remedy it. When the Tenant hired the contractor, he remedied it in the first week of November 2022. The Tenant is seeking a 40% rent abatement for this issue.

Legal Analysis

8. Section 20(1) of the Act provides:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

9. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case that burden falls on the Tenant. 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.
10. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, (“*Onyskiw*”) 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. Based on the uncontested evidence of the Tenant, and on a balance of probabilities, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the act to repair and maintain the rental unit with respect to the crack in the wall, mould around the window, bedbugs and cockroaches in the rental unit. The Landlord was not present at the hearing to provide their response and evidence to the Tenant's allegations made against them and I found the Tenant's testimony credible and reliable, supported by documentation.

T2 Application

12. The Tenant testified that per the order issued on March 29, 2023, the Landlord was ordered to put the Tenant back into possession no later than March 31, 2023, due to an

illegal lockout that started in November 2022. When she received this decision, she was homeless and therefore was looking forward to being put back into possession by the end of March 2023. There unfortunately was a delay in moving back into the rental unit, which caused her significant stress and depression. The Tenant was forced to move into her mother's two-bedroom apartment and share it with four adults and three children.

13. The Tenant stated that she was unable to return to the rental unit until July 15, 2023. The Landlord's Legal Representative communicated via email that there were other tenants living in the rental unit, however they will be vacating in two weeks. A copy of this email dated June 30, 2023, was submitted as evidence to the Board.
14. When the Tenant returned to the rental unit, she testified that all of her belongings were not returned to her. When she was locked out, she had two couches (a three-seater couch and a love seat), a T.V, a rogers modem, LED lights, kids toys, coffee table, wallpaper, iPhone, bedroom rug and other miscellaneous items. These items were all in good and usable condition when she left them behind. The Tenant submitted photographs of these items dated November 4, 2022, the morning of the lock out. The Tenant did not have access to her belongings and only gained access to them when she returned to the rental unit.
15. The Tenant testified that when she returned to the rental unit, various items were broken and not in the same condition they were left in. Specifically, there were tears in the couch and love seat, the rogers modem was not returned, nor was the wallpaper. The Tenant stated that couches were in good condition, as she had to purchase new furniture in 2020 due to a bed bug infestation. the Tenant stated that the T.V was returned to her broken condition, as it did not work once the Landlord returned it to her. The Tenant submitted various photographs of these items as evidence to the Board.
16. The Tenant stated that the Landlord breached the Board order issued on March 29, 2023, when they did not preserve the Tenant's belongings despite being order to do so.

Legal Analysis

17. Section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
18. Based on the uncontested evidence of the Tenant, and on a balance of probabilities, I find that the Landlord breached section 23 of the Act when the Landlord did not permit the Tenant to return to the rental unit as per the Order issued on March 31, 2023 and when the Landlord did not return the Tenant's items in the same condition they were in when the lockout took place which is a breach of the preservation portion in the order. The Landlord was not present at the hearing to provide their response and evidence to the Tenant's allegations made against them. I found the testimony of the Tenant credible and reliable and supported by documentation.

Remedies

Out-of-Pocket Expenses

19. The Tenant claimed an amount of \$5,728.34 for replacing the property that was disposed of by the Landlord. I find that it is reasonable for a tenant to estimate the cost of lost goods and that it would neither be reasonable or likely to expect someone to have receipts kept for every purchase made. I find it reasonable to provide an estimate, with photographs – where possible of the items that are lost or disposed of.
20. In *Beauage v. Metcap Living Management Inc.*, 2012 ONSC 1160 (CanLII), the Divisional Court stated, in part, as follows:

“The Board heard evidence about the possessions of the respondent that were in the apartment unit, including two couches, a large television, a bed, two night tables, a stereo, a lap top, linen, clothes and many other items. The Board made an estimate of the reasonable replacement costs. It made no error of law in doing so. The estimate was a reasonable one in the circumstances, as broken down by the Board. [Emphasis added]

21. I accept the Tenant’s testimony as true and that the belongings, which were in the rental unit as of November 2022, are as outlined in Schedule A to her application. In accordance with *Beauage, supra*, in the absence of receipts or other third-party evidence about the value of the disposed items, I may estimate the reasonable replacement costs of the items at issue.
22. The Tenant presented cost estimates for a majority of the items she is seeking to claim replacement value for. I do not believe it is necessary to repeat, herein, each and every item claimed by the Tenant as same is concisely provided in Schedule A – Appendix A to the Tenant’s application and was reviewed during the hearing. I would note that for each and every item listed by the Tenant the corresponding estimated value is reasonable, and therefore this remedy will be awarded.

Rent Abatement

23. Abatement of rent is a contractual remedy on the principal that if a tenant is paying 100% of the rent, then the tenant should be getting 100% of what they are paying for, and if they are not getting that, then a tenant should be entitled to an abatement equal to the difference in value.
24. The Tenant is requesting a 60% rent abatement for the period of 31 days, the month of October 2022. Based on my knowledge of similar cases before the Board, I find that a 35% rent abatement for the various maintenance issues is appropriate to award in this circumstance. I heard the Tenant’s evidence of the impact that these issues have had on them, and I further considered the documentary evidence to support the Tenant’s testimony. I heard that Tenants evidence that these maintenance issues have been ongoing until she hired someone to repair them, and that the Landlord has refused to remedy them. Therefore, I find an amount of a 35% rent abatement for the month of October 2022 is appropriate in these circumstances, totaling to \$525.00 (\$1,500.00*35%=\$525.00).

General Damages

25. The Tenant is seeking a total of \$7,000.00 in damages. The Tenant states that she is claiming \$4,000.00 in general damages for the 106 days she was not permitted back into the rental unit. In addition, she is claiming \$1,000.00 for each minor child that experience poor living conditions when they were not permitted back into the rental unit, totalling to \$3,000.00. The Tenant testified that this was a very stressful situation, that had a negative impact on her and her children's lives. Aside from being illegally locked out, the Landlord did not permit the Tenant back into the rental unit until approximately four months after the order.

26. I have considered the evidence of the Tenant and find that there was testimony provided of the direct impact on the Tenant due to the Landlord's actions resulting in hardship to the Tenant. The Landlord was not present at the hearing to provide submissions and/or a response to this remedy that the Tenant is seeking. Having considered similar cases and impact, I find an amount of \$3,000.00 in general compensation is appropriate in this circumstance.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$9,253.34. This amount represents:
 - \$525.00 for a rent abatement.
 - \$5,728.34 for the reasonable costs that the Tenant will incur to replace the property that was damaged, destroyed and/or disposed of as a result of the Landlord's actions.
 - \$3,000.00 for general compensation
2. The Landlord shall pay the Tenant the full amount owing by July 13, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 13, 2026, the Landlord will owe interest. This will be simple interest calculated from July 14, 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 12, 2026
Date Issued

Nathalia Debski
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.