



Order under Section 30 Residential Tenancies Act, 2006

Citation: King v Sapru, 2026 ONLTB 40077

Date: 2026-06-16

File Number: LTB-T-096764-23

In the matter of: Unit 1, 169 FINCH AVE
PICKERING ON L1V1H6

Between: Maddison Ann King Tenant

And

Nikhil Sapru Landlord

Maddison Ann King (the 'Tenant') applied for an order determining that Nikhil Sapru (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 February 17, 2026.

The Tenant, the Landlord and the Landlord's legal representative Shivam Kaushik attended the hearing.

Determinations:

1. As explained below, the Tenant proved on a balance of probabilities some of the allegations contained in the application. Therefore, the Landlord must pay the Tenant a rent abatement as described in the order below.

Preliminary Issue: Limitation Period

2. The Tenant filed her application with the LTB on December 11, 2023.
3. Many of the issues identified in the Tenant's amended application refer to periods more than one year before the Tenant filed her application. As such, per the limitation period set out in subsection 29(2) of the Act, the evidence presented at the hearing was restricted to those claims subsequent to December 12, 2022.
4. Some issues identified by the Tenant were first brought to the Landlord's attention prior to the limitation period. While no remedy may be awarded for alleged disrepair prior to the limitation period described above, the Tenant's testimony about disrepair and the Landlord's previous responses provides relevant context for the Tenant's in-time claims.

5. The Tenant vacated the rental unit on August 31, 2024.

Preliminary Issue: The Identity of the Landlord

6. The parties present at the hearing agree that HighGate Property Investments Brokerage Inc. is a property management firm hired by Mr. Sabru. It is not an owner of the property and does not appear to otherwise meet the definition of “landlord” set out at section 2 of the Act.
7. Therefore, on the Board’s motion, HighGate Property Investments Brokerage Inc. is removed as a respondent Landlord from the Tenant’s application. Mr. Sabru is the only Landlord of the rental unit.

Maintenance Issues

8. For the reasons set out below, 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.
9. The Tenant testified about the following maintenance issues at the hearing:
 - The Tenant testified that when she moved into the unit in 2021, she began to notice various maintenance issues with the rental unit, including rotted deck boards, loose railings, and septic issues. Several other maintenance concerns were brought to the attention of the Landlord’s agent – a maintenance worker named Justin Maloney – throughout May 2022 to August 2022. No responses were received from the Landlord or Mr. Maloney.
 - On December 24, 2022, the Tenant emailed Mr. Maloney to report that the fridge inside the rental unit had broken.
 - January 16, 2023, Mr. Maloney sent a follow-up issue regarding the condition of the roof. The Tenant testified that there have been various leaks from the roof that she has communicated to the Landlord or his agent throughout the tenancy.
 - On June 1, 2023, Pickering bylaw officers attended the rental unit at the Tenant’s request to inspect the condition of the unit. The Tenant provided photos of the business cards of the officers who attended.
 - On June 24, 2023, the Tenant emailed Mr. Maloney to report a new roof leak into her child’s bedroom. A repair person attended to this leak on June 28, 2023, but per the Tenant, the leak resumed on November 21, 2023.
 - Also on November 21, 2023, the Tenant texted Mr. Maloney to report that caulking around a recently repaired window had not dried and asked for a contractor to look into the issue. A contractor ultimately attended to inspect the issue on December 10, 2023, and added additional caulking, but was not confident in the repair due to concerns about rot surrounding the window.

10. The Tenant also testified about the following events, which would have occurred after the Tenant submitted her application:

- April 14, 2024, the Tenant sent another letter to the Landlord to request the completion of various outstanding maintenance issues.
- June 11, 2024, the Tenant received notification from Mr. Maloney that roof repairs were to begin.
- June 14, 2024, the Tenant notified the Landlord and Mr. Maloney via text message that a worker had fallen through the roof and the ceiling of the rental unit. Per the Tenant, the resulting hole was left exposed and unrepaired through mid-July 2024.
- On July 5, 2024, the Tenant sent an email to the Landlord and Mr. Maloney to follow-up on the holes in the ceiling reported on June 14, 2024. At this point, the Tenant gave the Landlord notice of their intent to vacate the rental unit as of August 31, 2024.

11. The Tenant directed the Board to the following documents during the hearing:

- Emails dated May 5, 2022, and June 26 to 29, 2022, discussing the Tenant's concerns about leaks from the ceiling in the bathroom and the living room. These emails include photos showing water damage and what appears to be mould and a video showing water falling into the living room.
- Emails dated December 11-15, 2022, and December 24, 2022, discussing snow removal issues, the broken refrigerator, the identified roof leaks, and a leaking skylight. The response from the Landlord on December 24, 2022, shows the Landlord's agent – Mr. Maloney – denying responsibility for snow removal.
- Emails dated April 12 through 15, 2023, requesting the Landlord to repair the lawn of the rental unit, which was damaged during a repair of the rental unit's septic system. An email dated May 21, 2023, shows the lawn continuing to be in a state of disrepair.
- An email dated April 16, 2023, from the Tenant to the Landlord and Mr. Mahoney with a video showing the leak in the bathroom into a light fixture.
- An email dated May 27, 2023, regarding a dispute about previous tenant's belongings in the shed.
- An email dated June 1, 2023, which states that the fire inspector replaced all the smoke detectors in the home as they were expired and that the carbon monoxide detector was also expired and required replacement.
- An email dated June 24, 2023, which details a new leak in her son's bedroom and includes a video showing the damage. A photo shows the leak. Another photo shows mold growth on a panel of the ceiling that was removed as part of the repair of this leak in July 2024, nearly a year after the leak was first reported to the Landlord.

- Emails dated June 27 to 29, 2023, demonstrating the parties' dispute over yard maintenance.
- Text messages from October 21, 2023, to November 28, 2023, showing communications between the Tenant and Mr. Maloney regarding follow-up work to be performed on the roof of the rental unit and the front window leak. Mr. Maloney responded. Per the Tenant, several repair persons attended to place temporary solutions over the roof, patching areas that were leaking. She testified that no roof replacement had taken place at this time.
- An email from Mr. Maloney to the Tenant, dated June 11, 2024, stating that roofers would be on site the next day repair the roof and that the work was estimated to take 2-3 days to complete.
- An email dated July 5, 2024, from the Tenant to Mr. Maloney discussing the holes in the roof that were exposed by the workers on the roof, including two holes created when workers fell through the roof into the kitchen and living room of the rental unit.
 - She clarified that a dog-sitter witnessed the contractor's foot come through the ceiling of the kitchen, which the Tenant discovered on June 13, 2024, after returning from vacation. On June 14, 2024, the Tenant directly witnessed another worker falling through the living room ceiling. She testified that this was reported to the Landlord shortly after it happened and that the holes were exposed for about three weeks and not fully repaired for six weeks.
- An N12 Notice of Termination served by the Landlord to the Tenant on July 12, 2024.
- An email showing that the Tenant sent the Landlord and the Landlord's agent an N9 form, declaring her intention to end the tenancy on August 31, 2024. The Landlord consented to the termination of the tenancy.

12. The Landlord's legal representative cross-examined the Tenant on her testimony, and the Tenant was forthcoming and candid in her responses to his question. Having been tested under cross-examination, I am satisfied that the Tenant's testimony is highly credible. She had a clear command of the details of the events disclosed in her application and was able to provide answers to follow-up questions without hesitation.
13. The Landlord appeared at the hearing on the Landlord's behalf to present evidence. The Landlord testified to several invoices he paid in 2021 relating to various maintenance issues in 2021 and 2022, prior to the relevant period (i.e. more than one year prior to the Tenant's application being filed with the Board).
14. The Landlord testified that his recollection of the events was uncertain, as several years had elapsed since the events in question. He testified that whenever he was notified of an issue, he notified HighGate Property Investments Inc. and that he was issued invoices by his property management company pertaining to several of the issues raised by the Tenant. He testified that he was generally not directly involved with the repairs in question.

15. The only substantive disagreement raised in the Landlord's testimony was regarding the issue of the window caulking that would not set. He testified that his understanding was that the contractor attributed the issue to the window being disturbed, which is different than the explanation provided by the Tenant. I prefer the evidence of the Tenant at this point, as the Tenant testified that the contractor directly explained the issue to her, whereas the Landlord's information is second-hand through the property management company.
16. Based on the totality of the evidence presented at the hearing, it is clear that the Landlord (and/or his agents) failed to keep the unit in a good state of repair.
17. 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.
18. Here, however, it is clear that the Landlord did not respond reasonably in the circumstances. The most significant issue in this respect is the state of the roof of the rental unit and the related leaks. The Tenant first emailed the Landlord about roof leak issues on May 5, 2022. The only evidence of attempts to address this issue took place in mid-2024. In fact, when the attempts to resolve the issue went underway, the damage had deteriorated to the point that two workers physically fell through the roof. Self-evidently, this could not occur where roof was in a state of good repair.
19. While the obligations under the Act do not demand perfection from landlords, they do require reasonable responses to maintenance issues brought to their attention by Tenants.
20. In my view, what happened in this case is that the Landlord offloaded day-to-day responsibility for the rental unit to his property management firm – HighGate Property Investments Brokerage Inc. – and their employee, Mr. Maloney, was the main point-of-contact for the Tenant. It appears, based on the correspondence provided and the Tenant's testimony, that Mr. Maloney was not diligent in ensuring maintenance issues were adequately addressed. This led to a culmination of maintenance issues that ultimately resulted in the Tenants vacating the rental unit in August 2024.
21. In his testimony, the Landlord testified that he was not "a professional landlord." This is incorrect. Any individual who leases a rental unit that is governed by the Act to a Tenant is making the choice to enter into a highly regulated industry and assumes the legal liabilities and responsibilities associated with doing so. Many – like the Landlord in this case – choose to retain a property management company to help manage these obligations, but this does not displace the landlord's statutory and contractual obligations.
22. With respect to the roof issues and the related leaks, I am satisfied on a balance of probabilities that the Landlord did not reasonably respond to the Tenant's communications about the disrepair. Therefore, he was in breach of section 20(1) of the Act.

23. The lease between the parties includes a provision that states that the Tenant agreed to maintain the front yard of the rental unit and remove snow. The Tenant takes the position that this term of the lease is void as it conflicts with the Landlord's duty to maintain the rental unit pursuant to section 20 of the Act.
24. Per section 4 of the Act, a provision that is inconsistent with the Act or its regulations is void.
25. Whether or not the clauses relating to lawn maintenance and snow removal are inconsistent with the Act depends on whether there is an applicable legal standard that conflicts with the clause. The Tenant did not provide adequate information at the hearing about the legal standards applicable to the rental unit, which is located in Pickering. It is the Tenant's obligation to provide the Board with a copy of the relevant standards being relied upon which was not done in this case. Therefore, I am not satisfied on a balance of probabilities that the Tenant has shown the Landlord to be in breach of subsection 20(1) of the Act with respect to the yard work and snow removal.

Remedies:

26. The Tenant amended her application in advance of the hearing to include a monetary remedy. This was served on the Landlord in advance of the hearing. I allowed the Tenant to amend her application.
27. Having found the Landlord to be in breach of section 20(1) of the Act, the Board must consider what remedy is appropriate in the circumstances.
28. The Tenant is seeking a rent abatement of \$14,452.50, the equivalent of a 100% abatement for 6 months. She testified that the extensive ongoing issues were exacerbated by the Landlord's lack of diligence in response to maintenance issues. She also testified that the disputes over maintenance issues made her feel uncomfortable living in the rental unit during these disrepairs. She testified to experiencing stress, anxiety, and concerns about her child's health.
29. As mentioned earlier, the Tenant showed evidence that establishes the roof and related leak issues were communicated to the Landlord on May 5, 2022, with several follow-up communications to the Landlord, Mr. Maloney, or both. Pursuant to section 29(2) of the Act, however, a remedy can only be awarded back to December 11, 2022.
30. The roof issues were not adequately addressed by the Landlord until near the end of the tenancy (i.e. in August 2024). Therefore, the period of remedy to be considered is December 11, 2022 through August 31, 2024 – a period of approximately 20 months.
31. While the roof issues and leaks did not render the rental unit uninhabitable – as evidenced by the Tenant's continued habitation – they are a serious issue. It is obvious that when a Tenant signs a lease, a leakproof roof is part of the bundle of services being contracted for. While an 100% rent abatement would not be appropriate in the circumstances detailed in the Tenant's evidence, a significant abatement is warranted.

32. The situation resulted in substantial disruption to the Tenant's use of the rental unit for the relevant period. Based on my review of the evidence, I am satisfied that a 30% rent abatement for the period cited is an appropriate remedy.

33. Per the Tenant's amended application, the monthly rent for the rental unit was \$2,408.75. A 30% rent abatement for the rent paid from December 11, 2022, to August 31, 2024, amounts to \$14,452.50. This is an appropriate remedy considering the scope of the issues identified by the Tenant, the Tenant's diligence in attempting to get the Landlord or his agents to act, and the fact that the tenancy terminated – in large part – as a result of the maintenance issues with the unit.

34. The Tenant is also entitled to a reimbursement of the cost of filing this application.

It is ordered that:

1. The Landlord shall pay the Tenant is \$14,500.50. This amount represents:
 - \$14,452.50 for an approximately 30% rent abatement from December 11, 2022, to August 31, 2024; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 6, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 6, 2026, the Landlord will owe interest. This will be simple interest calculated from June 7, 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 16, 2026
Date Issued

Jeremy Henderson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.