



Order under Section 130 Residential Tenancies Act, 2006

File Number: LTB-T-085367-25

In the matter of: 502, 40 Park Road
Toronto Ontario M4W2N4

Between: Ben Barocsi Tenant

And

Helberg Properties Limited Landlord

Ben Barocsi (the 'Tenant') applied for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex.

This application was heard by videoconference on June 16, 2026.

The Landlord's agent Jacqueline Tomlinson, Landlord's legal representative Elaine Page, and the Tenant attended the hearing. On consent the parties agreed to amend the Landlord to Helberg Properties Limited.

Agreed Facts:

1. At the hearing the parties agreed on the following facts:
 - The elevator in the residential building was unusable by the building's residents beginning July 10, 2025;
 - The elevator was partially usable by the building's residents on July 23, 2025; and
 - The elevator was fully operational for the building's residents on September 24, 2025.

Determinations

2. The Tenant filed an application seeking to reduce his rent by 50% for the months of August and September 2025 as he was unable to use the elevator located in the residential building.
3. The Landlord raised a preliminary issue regarding the proper application before the Board. The Landlord's position is that the application would be more proper as a T2 and/or T6 Application. Section 2 of the *Residential Tenancies Act*, 2006 (the 'Act') defines "services and facilities" and specifically includes elevator facilities. As the elevator is a defined service and/or facility, and the Tenant's only remedy being sought was a reduction in rent, I was satisfied that the Board has jurisdiction to hear the application as filed.

Testimony of Ben Barocsi

4. The Tenant testified that the building in question is older, does not have air conditioning, and has only one elevator for all 11 floors. The Tenant resided on the fifth floor of the building.
5. From July 10 to July 22, 2025, the elevator was completely inoperative. Beginning on July 23, 2025, the Landlord placed the elevator in "service mode". In this state, the elevator could not be called to a specific floor, rather the building's resident were required to locate it at the floor where it had last been used in order to access it. Despite the extra walking, the Tenant would use the stairs in the building during this period.
6. On August 6, 2025, the Tenant suffered a torn ACL. He could not use the stairs and had assistance with moving around the rental unit as well as in-and-out of the rental unit. Within a few days the Tenant, despite maintaining possession of the rental unit, the Tenant moved into his parents' house.
7. In cross-examination, the Tenant was asked if he was constantly updated by the Landlord about the progress of the elevator repair. The Tenant confirmed that he was aware of the notices the Landlord provided to the building.
8. The Tenant was also asked if he availed himself of the Landlord's offer to provide assistance to any individuals in the building. The Tenant confirmed that he did not seek assistance prior to his ACL injury, and he subsequently texted an employee of the Landlord named David about his injury after it occurred. The Tenant did not testify about any dates or times of these communications nor did he produce any documentary evidence to support that he informed the Landlord of his injury.

Testimony of Jacqueline Tomlinson

9. The Landlord's agent is the employee who dealt with the elevator issue with both the building's residents as well as repair contractors.
10. She confirmed that prior to the elevator issues the Landlord performed regular maintenance. On July 10, 2025, the Landlord's elevator technicians TK Elevator took the elevator out of service due to a safety issue involving the doors malfunctioning. The Landlord also retained an elevator consultant to investigate the issue.
11. The Landlord submitted into evidence various notices that they produced to the building's residents. These notices provide the building's residents with on-going updates about the status of the elevator, including how to use the elevator when it became partially functional on July 23, 2025.
12. On July 29, 2025, TK Elevator diagnosed the problem and informed the Landlord of the required next steps. The Landlord immediately approved the repair and in total paid

\$20,409.29 to get the elevator operational. The Landlord submitted invoices from TK Elevator into evidence to support the repair cost.

13. The witness confirmed that the Landlord provided assistance to tenants in the building who sought their help whenever asked. The witness also testified that they have no record of any communication from the Tenant about his injury, and the Tenant never sought any additional assistance from the Landlord.
14. The Tenant chose not to ask any cross-examination questions.

Analysis

15. As mentioned above, I am satisfied that the elevator is a service or facility as defined under the Act. Based on the evidence and submissions of the parties, I find that the elevator was temporarily reduced from July 10, 2025 to September 24, 2025.
16. Section 39(7) of O.Reg 516/06 states:

39(7) If the discontinuance or reduction is temporary and its duration is reasonable, taking into account the effect on the tenant or former tenant, there shall be no reduction of rent
17. The Tenant admitted that this was a temporary reduction. Furthermore, the Tenant did not have any position on whether the duration was reasonable given the evidence adduced by the Landlord at the hearing.
18. The Landlord's evidence surrounding the duration to repair the elevator was clear and consistent. The uncontested evidence was that the Landlord was at all times in contact with both their technician and consultant to get the elevator fixed in a timely manner. The Landlord was transparent with the building's residents about timelines. Furthermore, the evidence shows the Landlord spent \$20,409.29 to get the elevator operational. Given the above, I find that the duration to repair was reasonable in the circumstances.
19. I prefer the evidence of Ms. Tomlinson as it relates to the Landlord's lack of knowledge surrounding the Tenant's injury. I would have expected the Tenant to disclose any written communication he may have had with the Landlord informing them of his injury. In addition, I am satisfied the Landlord took proactive steps to help minimize the effect the temporary reduction of the elevator had on the building's residents. The Tenant chose to immediately move to his parents' house rather than take advantage of the Landlord's assistance. As a result, the effect on the Tenant could have been drastically reduced had he remained in the rental unit and sought assistance from the Landlord. Additionally, given that the elevator was partially working prior to the Tenant's injury, it is unclear why the Tenant was unable to remain in the rental unit and use the elevator if assistance was available.
20. I find the reduction of the elevator was reasonable in the circumstances. Taking into account that the Tenant admitted it was temporary, my finding that the duration to repair was reasonable, and given my findings on the effect of the reduction on the Tenant, I do not find that any rent reduction is warranted pursuant to section 39(7) of the regulation.

It is ordered that:

1. The T3 Application is dismissed.

June 18, 2026
Date Issued

Brett Lockwood
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.