



Order under Section 31 Residential Tenancies Act, 2006

Citation: Nahmias v Dzeko, 2026 ONLTB 47534

Date: 2026-06-19

File Number: LTB-T-022709-24

In the matter of: 203 CLANTON PARK RD
TORONTO ON M3H2E9

Between: Jodie Nahmias Tenant
Yaacov Aronson

And

Roy Dzeko Landlord
Anna Mastropietro

Jodie Nahmias and Yaacov Aronson (the 'Tenant') applied in their **T2 Application** for an order determining that Roy Dzeko and Anna Mastropietro (the 'Landlord'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

The Tenant also applied in their **T6 Application** for an order determining that 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 June 15, 2026.

The Landlord the Landlord's representative F. Teixeira, the Tenant and the Tenant's representative Andriy Lotsman attended the hearing.

Determinations

1. As explained below, the Tenant partially proved the allegations contained in each of the T2 and T6 applications on a balance of probabilities. Where the allegations were not proved those claims are dismissed. **Therefore, the Landlord must pay the Tenant \$3,982.82.**

T2 Application Determinations:*Illegal entry, March 3, 2024*

2. It is not disputed that the Landlord gave the Tenant a notice of entry to enter the rental unit on March 3, 2024 for “appraisal”, either mortgage or insurance. The Landlord Roy Dzeko emailed notice of entry to the Tenant Jodie Nahmias. While the form of notice was not proper, the parties agree the Tenant permitted entry.
3. On March 3, 2024 there was no potential mortgagee or insurer at the rental unit. Instead, the Landlord Anna Mastropietro and two renovations contractors entered. The reason given was “re-purposement of the property”. I accept the Tenant’s testimony in this regard on a balance of probabilities. I note none of the people who attended that day were at the hearing to give evidence or be cross-examined. However, the Tenant’s video system picked up their discussions about drawings and permits.
4. While the two contractors were inspecting and discussing and waiting for her upstairs, the Landlord Anna Mastropietro went to the basement, picked up and looked at the Tenant’s documents in closed file folders on the Tenant’s desk and also looked behind the bar. The Tenant produced a video at the hearing taken with his security system, showing Ms. Mastropietro picking up folders, looking through them and appearing to take photos with her cellular phone. Although there is no actual evidence of photos, the video of the Landlord doing what appeared to be taking photos is sufficient in my view to establish that she did so on a balance of probabilities.
5. The Landlord Roy Dzeko testified that before March 3, 2024 his wife had heard from a neighbour that the Tenant may be operating his business from the rental unit. Mr. Dzeko testified that his wife took the neighbour’s word because they had received some rental payments from the Tenant’s company. I note that neither Anna Mastropietro nor the neighbour testified, and no sufficient reason was given for their absence to require the hearsay evidence. Moreover, neither were available for cross examination. The evidence, therefore, is less reliable, and I give it less weight. However, I accept that the Landlord and his wife were concerned about their insurance, and as Mr. Dzeko testified, his wife “*panicked and tried to get evidence that she could confront him with.*”. They were upset, and it is clear the Landlord felt justified in looking for information to support this allegation. Their strong concern, however, is not justification for the breach of privacy.
6. Sections 25, 26 and 27 of the *Residential Tenancies Act*, 2006 (the ‘Act’) serve to protect Tenant’s rights and their privacy. There was no evidence that the photos taken were not disseminated. In that context it is reasonable to conclude the Tenants felt violation and a fear that personal information was exposed,. There was a complete disregard by the Landlord to the privacy intent behind those section of the Act.
7. Entry can be accomplished with notice to the Tenant for a limited and specific reasons under section 27 of the Act. None of those enumerated reasons allow entering for ‘re-purposement’, nor does section 27 permit changing the reason for entry once the entry is underway. Based on the Landlord’s testimony, Ms. Mastropietro was clearly motivated to

attend and seek out evidence of the Tenant's business operations. On a balance of probabilities, she entered the rental unit for that purpose. The evidence strongly suggests there was no real intention to 'appraise' the property, and the people were neither mortgage brokers nor insurance providers. Even if the people at the rental unit that day were legitimate mortgage or insurance appraisers, engaging in an improper purpose after entry makes any lawful entry unlawful. The actions of Ms. Mastropietro were without doubt outside of any lawfully permitted reasons in section 27 of the Act.

8. I am satisfied based on the evidence before me and on a balance of probabilities that the Landlord entered the rental unit illegally on March 3, 2026.

Illegal Entry, Other Dates

9. The Tenant also claimed three other unlawful entries. The Tenant testified that on March 8, 2024 the Landlord entered for the purpose of a further 'appraisal'. Notice of entry was given by email in the manner agreed between the parties. A man came to the property, gave his business card and observed the exterior property and garage. The Tenant remained on the property the entire time. I find the Tenant failed to establish on a balance of probabilities that this entry was unlawful, because even if the notice was by email, it was in the way the parties agreed and there is sufficient evidence at the hearing that the Tenant permitted this entry.
10. On March 20, 2024, pursuant to another email notice of entry in the method arranged between the parties, the Landlord and contractors attended. They had a list of work to complete. Entry was permitted by the Tenant, inspections ensued and they measured things. The Tenant did not consent to work beginning immediately, and they left. I find the Tenant permitted this entry and the purpose for which it was made was lawful.
11. On March 30, 2024 the Landlord re-attended to repair the front porch railing. Notice had been given on March 29, 2024. The Tenant Mr. Aronson testified that notice had been given after sabbath hours and that he had not checked his email, however, provided no evidence of that email was produced at the hearing. He could not recall when it was received. I am not satisfied the Tenant proved the notice was not provided within 24 hours, on a balance of probabilities.
12. Pursuant to section 27 of the Act, a Landlord must enter by giving 24 hours' notice of entry unless consent is given to enter sooner. Section 27 of the Act only requires notice of entry in writing to enter the *rental unit*. No similar notice is needed to attend the residential complex.
13. I accept that in addition to email notice for March 30, 2024 per the agreement between the parties, the Landlord also received permission verbally on March 29, 2024 from Jodie Nahmias that he could return on March 30, 2024 to finish the front porch work. Jodie Nahmias did not testify to the contrary. The Landlord attended pursuant to both the notice of entry and verbal permission. He then continued to secure the front railing. I note the Landlord had no reason to enter the rental unit on March 30, 2024 and did not do so.
14. I find therefore, that the Tenant did not prove on a balance of probabilities that the Landlord entered the rental unit illegally on March 30, 2024.

15. On April 8, 2024 the Landlord attended to repair the bathroom ceiling and laundry room based on a valid notice of entry. The Tenant also permitted entry. On that date, the Landlord verbally requested to access areas outside the scope of the notice, so he could complete the garage door repair as the Tenant had requested. He was refused access to the inside of the garage that day, so he remained outside, and repaired the door from the outside. As noted above, since the Landlord did not enter the rental unit to complete this repair, he was not in breach of section 27 of the Act.
16. Accordingly, regarding all three notices of entry, not including March 3, 2024, I find that the Landlord or Landlord's agent did not enter the rental unit illegally.

Substantial interference & Harassment

17. The Tenant claimed the Landlord substantially interfered with their reasonable enjoyment of their rental unit by unlawfully entering and going through their papers on March 3, 2024. The Tenant further claimed that they were harassed because of that unlawful entry and the breach of privacy.
18. Sections 22 and 23 of the Act which read as follows:

[22] A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

[23] A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

19. The word "harass" is not defined in the Act but harassment is generally considered to be an egregious unwanted or unwelcome conduct that a landlord knows or ought to know would be unwelcome or would alarm. Harassment does not have to be intentional. It could be an isolated incident if that incident is so serious that it can be labelled as harassment.
20. I find that the evidence discussed above regarding the March 3, 2024 unlawful entry is sufficient to make out substantial interference. I am satisfied on a balance of probabilities that photos were taken. Objectively, any person in the Tenant's position, given the tense relationship between the parties, would find their enjoyment of their home interfered with knowing their private documents were photographed. The video demonstrates the Landlord using her phone in a manner that clearly indicates a photo is being taken. Although the Landlord testified no photos currently exist, that does not lessen the interference impact. Privacy was breached, and personal documents were rifled through. It is not relevant that the photos may have been deleted. Having someone who is in a trust position, with a key to your home, who enters under pretense and goes through private documents certainly undermines a tenant's sense of security and feeling of safety in their home. Had the documents been tax or medical related, or third party private business documents, the breach is all the more egregious. I am satisfied that the degree of interference is sufficient to make it substantial.

21. For the reasons above, I find this March 3, 2026 incident rises to the level of harassment, despite that it was not repeated. The Landlord knew or ought to have known that intentionally viewing and photographing personal documentation would be unwelcome. However, I have considered the hearsay testimony that the Landlord was remorseful afterwards.
22. Although the Tenant claims the numerous entries combined to constitute harassment, I heard evidence of only lawful entries afterwards. All those entries were at the Tennat's request, and were a result of the Tenant's voluminous list of maintenance issues sent on March 14, 2024. They are not harassment because the Tenant requested the entries for maintenance and repair, and therefore they could not have reasonably been unwelcome.
23. Therefore, I find that 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 and I also find the Landlord harassed and interfered with the Tenant for the single unlawful entry.

T2 Application Remedy

24. As to remedy, the Tenant requested 12 month rent abatement in the amount of 25%. This is unreasonable given the event occurred solely on March 3, 2024.
25. I find it appropriate to grant the Tenant a lump sum rent abatement of **\$2,000.00** for the unlawful entry, substantial interference and harassment due to that unlawful entry.

T6 Determinations:

1. The Tenant claimed the following issues in their Amended Application:
 1. Outside Light Fixture Failure.
 2. Porch Rail Broken.
 3. Broken Window.
 4. No Bathroom Fan Cover.
 5. Dining Room Light Broken.
 6. Basement Leak Repair Incomplete.
 7. Hall Closet Door Broken.
 8. Bedroom Closet Door Broken.
 9. Pantry Door Broken.
 10. Tree Hitting Window.
 11. Basement Ceiling Light Broke.
 12. Doorbells Broken.
 13. Basement Stair Railing Broken.
 14. Downpipes Not Secure.
 15. Master Bedroom Ceiling Damage.
 16. Laundry Room Paint Peeling.
 17. Main Railing Broke.
 18. Garage Back Door Rot.

- 19. Crawl Space Air Leak.
- 20. Main Flooring Nails Exposed.

- 2. 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.
- 3. I will discuss each issue separately below.

Outside Light Fixture Failure

- 4. It is not disputed that the exterior light fixture was not functioning and was hanging loose.
- 5. The Tenant testified that it was brought to the Landlord's attention on March 19, 2024. This was the day after the application was filed. I discuss my consideration of section 30 requiring advance notice to a Landlord below.
- 6. The Landlord repaired this light fixture on March 26, 2024 by changing the light bulb and securing the fixture.
- 7. I find the fixture was repaired in a reasonable and timely manner. Therefore the Tenant failed to prove on a balance of probabilities that the Landlord breach his maintenance obligations regarding the light fixture.

Porch Rail Broken

- 8. The Tenant claimed the front porch railing was not to code. The Tenant notified the Landlord of the problem on March 14, 2024. The Tenant can't recall specifically when it was fixed and produced no photos of what the railings were like before they were fixed, but testified it took 3 attempts to fix the problem and it was never properly done. The Tenant hired someone in the end to fix the disrepair, add blocks under the bottom rail, and properly fill and secure the gap between one post and the wall.
- 9. The Landlord agrees he came three or four times to repair the railing. The City By-Law officer required the railing to be secure, balusters to be secured, lattice to be removed and the gap near the house to be closed to smaller than four inches. The Landlord showed photos of his work. He agrees he is not a professional, and the photos of his work, despite his construction background, demonstrate that.
- 10. I find the Landlord's work, although satisfactory to the By-Law officer from a safety or code perspective, was not completed in a professional manner and was of low quality. The repair was neither timely nor reasonable. Had the Landlord hired a professional, the repair would have been completed properly on one date, instead of three. Three dates attending to simply fix a railing installation is unreasonable.

11. I note that while a Tenant is only entitled to maintenance, and not *improvement*, to the property, there is a basic workmanlike standard to be met that includes not only safety but a reasonable attractive appearance. In my view that standard was not met regarding the railing. The balusters were reinforced by the Landlord with unsightly horizontal bars, and the bottom rail continued to sag meaning there was a risk balusters would disconnect again. Some remained barely connected. Moreover, the unsightly patch where the large gap met the wall remained wiggly. The Landlord testified the City inspector called him sometime after April 19, 2024 and he was satisfied with the fix but acknowledges the Tenant did not like the 'aesthetics'. There is no mention of that call in the inspector's report. On a balance of probabilities I conclude the wiggle was not fixed by the Landlord, despite his oral testimony.
12. I am satisfied the Tenant proved the Landlord failed to meet his maintenance obligations regarding the railing in a reasonable and timely manner. The out of pocket expense to repair the railing will be ordered in the amount of **\$552.32**.
13. However, the Tenant failed to testify to any impact regarding the railing. I find that it was safe to use quickly after the complaint and the Tenant did not lose use of the railing. The Tenant failed to prove the installation was unsafe. Regarding remedy therefore, no rent abatement is appropriate.

Broken Window

14. The Tenant claimed the basement egress window was cracked. He placed tape on the window to hold it together. He could not say when this happened. He notified the Landlord of the problem on March 14, 2024. The Tenant could not remember when it was fixed but agrees it was repaired on or before March 26, 2024.
15. The Landlord testified he hired a glass repair person to replace this window and he picked up all broken glass.
16. Although the Tenant proved the disrepair, I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act with respect to repair the broken window, as the fix was done professionally and in a reasonable and timely manner.

No Bathroom Fan Cover

17. The Tenant claimed the bathroom fan had no cover. No photo of the disrepair was provided. I note the Tenant was tasked in the Tenancy Agreement entered into by the parties in 2020, with renovating both bathrooms in the rental unit. Therefore the fan cover would have been the Tenant's obligation to install. I am left to wonder if the work the Tenant undertook to complete was in fact completed. Although maintenance remains the responsibility of the Landlord, I note that the missing the fan cover was not brought to the attention of the Landlord until March 14, 2024.
18. The Tenant testified that on March 25, 2024 the Landlord replaced the fan cover, however, he claims the one provided was the incorrect size, and the Tenant bought a new one and put it in afterwards. The Tenant failed to provide a photo, receipt or date when these things happened.

19. I find therefore the Tenant did not prove on a balance of probabilities that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair the fan cover.

Dining Room Light broken.

20. The Tenant testified that one light in the tracking light system of the dining room did not work. He did not provide a photo of the light. He is unsure when he notified the Landlord. He claims the light was never repaired.

21. I find the Tenant failed to prove any disrepair. Further he failed to prove the Landlord did not meet their obligations under subsection 20(1) of the Act to repair the light.

Basement Leak Repair Incomplete.

22. The Tenant claimed that repair from a leak which occurred in 2020 was never completed. The Tenant's testimony was confusing and vague. The Tenant's recollection was not clear. Dates were confused. I am satisfied the Landlord knew about the basement repair as early as May 2020.

23. The Landlord does not dispute the basement bedroom flooring was not completed. The bedroom was left with only plywood subflooring. He claims COVID delayed final repair steps but did not explain what efforts were made to find a contractor between 2020 and March 2024, and why one could not be obtained.

24. The Landlord arrange for a contractor to attend only after the full list of maintenance issues was brought to the Landlord's attention on March 14, 2024, and the City by-law inspector was involved, On April 8, 2024 the work began, and by May 3, 2024 the flooring was done.

25. Given the delay of four years, and the lack of action only when a full list was given and the City was called, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair the basement bedroom flooring in a reasonable and timely manner.

26. Regarding remedy, the Tenant failed to provide information regarding the impact to him and his family. It is unclear whether the bedroom was unusable, or if it simply didn't have nice flooring. I cannot to conclude the room is unusable as a bedroom. The Tenant's application was filed on March 18, 2024; therefore the Tenant is only entitled to a remedy from March 19, 2023 onwards. A nominal rent abatement of approximately 1% for the full period from March 19, 2023 to May 3, 2024 is appropriate in the circumstances in the amount of **\$400.00**.

Hall Closet Door Broken.

27. The Tenant claimed the hall closet door was broken. A photo was produced of a sliding door off its tracking. The Landlord was notified on March 14, 2024. The Tenant claims the Landlord repaired the door on March 25, 2024, by putting the door back on its hinges. The Landlord disputes the timeframe. He claims he does not recall notification on January 16, 2024 but he recalls he fixed the door in early February.

28. Regardless of which timing is accurate, I find this disrepair to be trivial, and the repair completed in a reasonable and timely manner.
29. Although the Tenant proved the minor disrepair, I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act with respect to repair the hall closet door.

Bedroom Closet Door Broken.

30. The Tenant claimed the bedroom sliding closet door was broken in that it was missing half the door. The Tenant testified he told the Landlord on January 16, 2024. A photo was produced showing the door. I am satisfied there was disrepair.
31. The Tenant states the Landlord fixed the problem on March 25, 2024. The Tenant did not provide the email proving notification, nor supporting documentary evidence regarding the repair.
32. The Landlord disputes the timing. He doesn't recall any notification on January 16, 2024 but knows he was informed sometime in late January and fixed the problem in early February.
33. The parties do not dispute the doors were fixed shortly after notification of the problem, which I find to be in a reasonable and timely manner. No evidence that they were not repaired properly was before me. Accordingly, despite the dispute regarding timing, I am satisfied that the Landlord did not fail to meet their obligations under subsection 20(1) of the Act with respect to repair the bedroom closet door.

Pantry Door Broken.

34. The Tenant claimed the pantry door was broken. He provided a photo of the pantry cabinet door missing from the cabinet. The Landlord was notified in January, and I find that although the Tenant could not recall any date, it was in all probability the same date as the other doors, on January 16, 2024. The Tenant claims it was not fixed until March 25, 2024.
35. The Landlord doesn't recall the date he was notified but agrees he fixed the problem in early February.
36. Given the vague recollection of the Tenant with respect to dates and times generally at this hearing, and the lack of documentary evidence contradicting the Landlord's recollection, I find the Tenant's recollection unreliable and prefer the testimony of the Landlord that the door was fixed in February.
37. Regardless, I am satisfied the Landlord repair the door in a reasonable and timely manner and therefore Landlord did not fail to meet their obligations under subsection 20(1) of the Act with respect to repair the pantry cabinet door.

Tree Hitting Window.

38. The Tenant claimed a tree was hitting the window and causing noise. He provided a photo of a bush adjacent to the window, which was overgrown. A small branch appears close to the window. The Tenant testified that he notified the Landlord 'at the same time', in January. He testified it was fixed March 25, 2024.
39. Regardless of who might have been responsible for lawn maintenance, the Tenant failed to prove the presence of the bush itself is disrepair. I find the trimming of this bush or to be a minor issue easily solved by either the Landlord or the Tenant.
40. Given the absence of particulars as to how the branches touching the house were 'disrepair', I find the Landlord, by trimming or removing the bush on March 25, 2024, fixed the problem in a reasonable and timely way. Therefore, the Tenant failed to prove the Landlord did not meet their obligations under subsection 20(1) of the Act with respect to the exterior 'tree'.
41. Even if I am incorrect that the fix was timely, I find the Tenant did not testify to any significant impact from the lack of trimming of this bush, such as the number of times noise might have been caused, how it may have affected the Tenant's enjoyment of the rental unit, or any damage to the house or window as a result of the branches touching. Therefore, even if the Landlord failed during that time frame to trim the bush, no remedy is appropriate.

Basement ceiling light broken.

42. The Tenant claimed the basement living room light was broken. The Tenant testified it simply didn't function. Although he claimed it stopped functioning in 2019, the Tenant failed to prove he notified the landlord about the problem until March 14, 2024. The Tenant showed a photo of a perfectly good condition ceiling light, which did not assist in establishing the 'disrepair'.
43. The Landlord doesn't dispute that by March 25, 2024 he had attended and fixed the light. Given the large volume of issues the Tenant claimed all on March 14, 2024, and the time the Landlord needed to gather materials and assistance, 11 days is neither unreasonable nor untimely in my view.
44. Therefore, the Tenant failed to prove the Landlord did not meet their obligations under subsection 20(1) of the Act with respect to the basement ceiling light.

Doorbells Broken.

45. The Tenant claimed the doorbells did not operate. The Tenant provided no photo of broken doorbells; however, the Landlord does not dispute the disrepair. The doorbells had never been operable and the Landlord submits he did not promise the rental unit with operating doorbells.
46. The Landlord was notified in January, 2024 of the problem although the Tenant cannot recall the date. The Landlord failed to fix the problem properly. He only removed the bells and put the wiring into the holes that were left behind.

47. I am satisfied that the Landlord failed to meet their obligations under section 20(1) of the Act with respect to the door bells.
48. Regarding remedy, the impact to the Tenant, while annoying was not substantial. The Tenant testified he sometimes missed callers and packages because the doorbells were not working. He provided no dates when this occurred. Because the Landlord refused to provide a doorbell that operated, the Tenant bought and paid for a wireless doorbell in the amount of \$30.50 and installed it himself. I therefore I find it reasonable to return the **\$30.50** to the Tenant.

Basement Stair Railing Broken.

49. The Tenant claimed the basement stair rail was broken. He testified that one baluster was disconnected from the others and provided a photo showing the disconnected baluster.
50. Despite the existence of this problem the Tenant did not notify the Landlord until March 14, 2024. Despite the safety issue, the Tenant's evidence is that it was not a high priority to him.
51. The Parties agree the Landlord repaired the problem 11 days later on March 26, 2024.
52. Given the evidence before me I am satisfied as to the disrepair, but I am not satisfied the Landlord failed to meet their obligations under section 20(1) of the Act with respect to the stair baluster. The Landlord, in the circumstances, repaired the baluster in a reasonable and timely manner, taking into account the very large list sent by the Tenant.

Downpipes Not Secure.

53. The Tenant claims four downpipes were not secure on the eavestroughs. In fact, the Tenant testified that it was the downpipe extensions that were disconnected. It is unclear from the evidence why they were disconnected, how they were removed, or why the Tenant simply didn't pick them up and slip them back on.
54. The Tenant provided a photo of only *one* downpipe with extension on the ground. In the circumstances, although it was removed, I fail to see how it was 'disrepair'. Given the absence of any photo, I also find the disrepair of the others was not proven.
55. Regardless of the lack of disrepair, the Landlord re-secured the downpipe extension proven to be disconnected on March 26, 2024.
56. Although the Tenant testified that one extension was not fixed. I accept the Landlord's testimony, in the absence of photos proving there were other extensions to re-attached, that the Landlord fixed all downpipes that had extensions. Those that did not have extensions, there was nothing to fix.
57. I find therefore, that the Tenant failed to prove on a balance of probabilities that the Landlord failed to meet their obligations under section 20(1) of the Act with respect to the downpipe extension.

Master Bedroom Ceiling Damage.

58. He then testified at the hearing that it was the master bedroom bathroom ceiling that had paint damage. The Tenant's claims regarding this were vague. The photo showed a bathroom ceiling, not a bedroom ceiling. Slight paint peeling is evident. The Tenant notified the Landlord of this disrepair on March 14, 2024.
59. The Landlord repaired the problem on April 8, 2024. The Landlord testified this was the bathroom the Tenant had renovated himself, and they had painted over the wallpaper on the ceiling. He corrected the problem. Although the Tenant claims the repair did not last and it still has problems, he failed to articulate what the continuing problem is or provide photos of that problem.
60. Given the vagueness of his testimony and the prompt and reasonable repair, I find the Tenant failed to prove the Landlord did not meet their obligations under section 20(1) of the Act with respect to the bathroom ceiling damage.

Laundry Room Paint Peeling

61. The Tenant claims the paint on the walls and ceiling of the Laundry Room were peeling. Photos show large sections where paint was peeling and falling. The Landlord was notified of the problem on the March 14, 2024 notification email. On April 8, 2024 the Landlord attended the rental unit and fixed the problem. I accept that the problem was caused by the Tenant using inferior or improper paint when they painted that room. The Landlord scraped it all off cleaned up the problem.
62. Given the large list of items the Landlord received all at once, less than four days before filing of this application, I find the delay to April 8, 2024 was reasonable. In my view the problem was repaired in a reasonable and timely manner and therefore the Tenant failed to prove that the Landlord did not meet their obligations under section 20(1) of the Act with respect to the laundry room paint.

Main Railing Broke.

63. The Tenant claimed the main stair railing was broken. A photo was produced of the wooden railing missing a large piece just by the joint of the handrail. No explanation was given as to how this was caused, but the Tenant testified that it happened a short while before March 14, 2024. The Landlord was notified of the disrepair on March 14, 2024. The Tenant testified the Landlord did not repair the rail until June 5, 2024 and made three attempts to do so, using different methods.
64. The Landlord testified he started the repair around March 25, 2024, but his first method chipped all out and he suspects someone gouged out the infill before it was dry. The Landlord agrees he tried other methods and finally finished the work around April 12, 2024.
65. I note the By-Law officer was not made aware of the stair rail issue by the Tenant. Given the lack of reliability with the Tenant's recollections and given both parties appear to have vague and unsupported recollections on this point, I find there is insufficient

evidence to conclude the railing was not fixed in a timely and reasonable manner. Despite the unorthodox methods of the Landlord, the Tenant provided evidence the railing was filled, painted and is secure.

66. I find therefore the Tenant failed to prove the Landlord did not meet their obligations under section 20(1) of the Act with respect to the main floor stair railing.

Garage Back Door Rot.

67. The Tenant claimed the garage door was rotten. A photo was produced of the wooden garage door rotten and disintegrating a few inches from the ground. The Tenant reported this problem to the Landlord on March 14, 2024.

68. The parties agree the Landlord repaired the problem on April 8, 2024. He gave evidence that the Tenant refused to allow him access to the garage in order to repair the door. He testified that he fixed the problem from the outside by adding plywood and repainting.

69. Despite not having the door removed to repair, the Tenant failed to provide any evidence that this fix was insufficient or incomplete. Moreover, there was no evidence that there was safety or security concerns with the door. It cannot be concluded therefore that the three weeks timeframe to repair the door was not reasonable or timely. I have taken into account the large list of items the Tenant gave the Landlord all at once on March 14, 2024, and that given a significant amount were repaired within the first two weeks.

70. I find therefore that the Tenant failed to prove the Landlord did not meet their obligations under section 20(1) of the Act with respect to the garage door.

Crawl Space Air Leak.

71. The Tenant claimed the crawl space door was leaking air. A photo was produced of a staircase, and a small door open to a small dark space, which was insufficient to support the Tenant's claims. The Tenant testified a draft came around the door, which affected his heating bill. He provided one statement from April through May of 2024, after the claim was filed, and after the issue arose and was repaired of a heating bill. It would have been more persuasive if the Tenant had provided the bill from February in 2024 and the bill from February in 2025. This was not done, and without the comparison, the single bill from April is determinative of nothing. The Tenant also did not provide evidence of any impact to him of this small draft, discomfort experienced or heating bills impacted significantly.

72. I find therefore that the Tenant failed to prove disrepair. Even so, the Landlord testified he fixed the issue on April 12, 2024 by caulking around the door and screwing it shut. He cannot recall if he caulked the bottom.

73. I find the Landlord's repair was reasonable and timely. The Tenant failed to prove that the repair did not adequately address the problem and the Landlord did not meet their obligations under section 20(1) of the Act with respect to the crawl space door draft.

Main Flooring Nails Exposed.

74. The Tenant testified that the main floor hardwood nails were exposed and there were chips. He notified the Landlord about the disrepair on March 14, 2024.
75. All flooring repair was begun March 25, 2024 and completed by April 4, 2024. The Landlord filled the chips, hammered the nails and stained the fill to match the floor. More chips were drawn to his attention and he hired a company to fix the rest.
76. In my view, the Landlord adequately addressed the problem and the fix was reasonable and timely. Therefore, I find the Tenant did not prove that the Landlord failed to meet their obligations under section 20(1) of the Act with respect to the exposed flooring nails and chips.

Issues raised at the Application but not properly claimed

77. The Tenant raised issues within their materials and at the hearing that were not properly claimed in their T2 or T6 Application. I have denied hearing those issues. Among those issues are duct cleaning, locksmith, and mold generally.

T6 Application Remedies

78. Section 30(2) states that in determining the remedy under this section, the Board shall consider whether the tenant or former tenant advised the landlord of the alleged breaches before applying to the Board.
79. The Tenant's application was filed on March 18, 2026.
80. The Tenant testified that they gave notice of all maintenance issues in 2019 before they moved into the rental unit. The Tenant could not recall the date or the method of how that notice was given. No documentary evidence was produced to support the assertion that notice was given in 2019. Similarly, there was no evidence before me of any communication between 2019 and 2024 of any maintenance issues.
81. The Landlord denies receiving any notice of issues before the Tenant moved in.
82. Given the Landlord's denial, the Tenant is put to the onus of proving he notified the Landlord. The Tenant's evidence was unreliable in this regard. I found the Tenant's testimony without the necessary detail on most issues. He could frequently not recall dates or times. He testified to dates that were different than in his own materials, such as when he first notified the Landlord, which he states was 'early March', then 'March 16', then March 14. In addition, some issues didn't arise until early 2024 according to the Tenant, therefore he could not have notified the Landlord about them in 2019. At one point in the hearing, when asked directly if he had evidence that he notified the Landlord before March 14, 2024, the Tenant agreed he did not, and that for the purposes of this application the date is March 14, 2024.
83. Accordingly, I accept the Landlord was notified of *most* maintenance issues on either January 16, 2024 or March 14, 2024 in one communication with a list. That email and list was not produced at the hearing.

84. Considering the Landlord received 4 days' notice before the application was filed to complete the repairs, I find no remedy is open to the Tenant prior to March 14, 2024 or January 16, 2024 regarding maintenance issues notified on that date. Where notice is proved to have been in 2020, a remedy going back to the beginning to the Tenant's limitation period was available.

85. I have addressed remedies above in each section. The total remedies that will be ordered are \$2,982.82.

86. The Tenant is also entitled to their filing fee.

87. The Tenant also requested the Board order the Landlord pay an administrative fine for breach of the Act. The Board's Interpretation Guideline 16 states that an administrative fine is a remedy to be used to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future: *"This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance"*.

88. In the present case, as the Tenants have been awarded a substantial monetary remedy, I find that this provides a sufficient deterrent. Given the Landlord's remorse and lack of repetition of the breach, I find an administrative fine not appropriate. The request for an order for an administrative fine is denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,030.82. This amount represents:
 - \$2,000.00 for a rent abatement for the T2 Application.
 - \$400.00 for rent abatement for maintenance issues.
 - \$582.82 for reimbursement of out of pocket expenses.
 - \$48.00 for the application filing fee.
2. The Landlord shall pay the Tenant the full amount owing by June 30, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 30, 2026, the Landlord will owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the outstanding balance.

June 19, 2026
Date Issued

Julie Broderick
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.