



**Order under Section 135/30/31
Residential Tenancies Act, 2006**

File Number: LTB-T-106073-24

In the matter of: Upper Unit, 1026 KIPLING AVE
ETOBICOKE ON M9B3L6

Between: Spencer Matulaitis Tenant

And

Marc Folch Landlord

Spencer Matulaitis (the 'Tenant') applied for an order determining that Marc Folch (the 'Landlord'):

- collected or retained money illegally. (T1 Application)
- 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. (T2 Application)
- 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. (T6 Application)

This application was heard by videoconference on May 5, 2026.

Only the Tenant and the Tenant's representative, Michelle Kent, attended the hearing.

As of 10:09 a.m., 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:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay \$2,444.66 on or before July 3, 2026.

T1 Application

2. The Tenant entered into evidence a copy of the lease signed by both parties on August 8, 2021. Page 4 of the lease outlines that the Tenant is required to pay 2/3's of all utility bills,

which includes gas, water and electricity on the condition that the downstairs tenant does not have more than 2 residents.

3. The Tenant testified that this arrangement was agreed to as the Tenant's unit has more space than the basement unit, which pays 1/3 of the utility costs. The Tenant testified that in January 2024, the downstairs Tenant had more than 2 residents.
4. There was no evidence put before me on whether the Tenant tried to renegotiate his share of the utility bills and had requested a fairer split of the utility expenses and whether the downstairs Tenant agreed to pay more based on this change in circumstance. As such I am unable to make a determination on whether the Tenant overpaid his portion of the utilities. As such, this claim is dismissed.

T6 application

5. The Tenant alleges that the Landlord's failure to repair the light switch, hot water in the bathroom was a breach of the Landlord's maintenance obligations, their failure to address the maintenance issue, substantially interfered with the Tenant's reasonable enjoyment of the rental unit.

Light switch

6. The Tenant testified that there was light switch at the top of the stairs and at the bottom of the stairs. The Tenant testified it was supposed to work in conjecture, however, if the bottom light switch was turned on, the upstairs switch could turn off the light but the light switch at the bottom could not be turned back on. This would force the Tenant to go back upstairs to turn off the light. On March 17, 2024, the Tenant email the landlord about the light switch and the Landlord responded they have known about this issue for the past 10 years.
7. The Tenant testified this caused unnecessary trips going up and down on the stairs and the Tenant was worried that this could potentially cause an electrical fire as there may be a shortage.
8. Based on the uncontested evidence before me, I find, on a balance of probabilities, that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act by failing to maintain the light switch in a good state of repair. On a balance of probabilities, I find that the issue impacted the Tenant's ability to fully use and enjoy the rental unit during their tenancy. I find the response of the Landlord to address the issue to be inadequate as he did not investigate or attempt to repair the light switch. I also find that there was some substantial interference with the Tenant's reasonable enjoyment of the rental unit because of the inoperable light switch.
9. The Tenant is seeking a 20% rent abatement.
10. A rent abatement is a contractual remedy geared towards the premise that if a tenant is paying 100% of the rent for a bundle of goods and services but is not receiving the full benefit of those goods or services, that they should be abated the difference.

11. In this case, the light switch issue was not overly disruptive to the Tenant's Day to day activities. As such, I find that a 20% rent abatement is excessive. The Tenant was not left without light. I can also appreciate that turning on the light or off at the stairwell required extra steps and that would substantially interference with one's reasonable enjoyment of the rental unit.
12. Based on the Tenant's testimony, I find that since the lack of working light switch was an occasional issue, the Tenant should only be entitled to a 1% rent abatement from March 17, 2024, until October 31, 2024, or \$204.81.

Intermittent loss of hot water

13. The Tenant testified that there were issues with the hot water in which it took about ten to fifteen minutes for the water to heat up and the water pressure was inadequate. The Tenant testified he told the Landlord on March 1, 2024, and the Landlord responded that there was nothing he could do about it because of the age of the building. The Tenant testified that the Landlord suggested that he work out a schedule with the Tenant downstairs.
14. Based on the uncontested evidence before me, I find, on a balance of probabilities, that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act by failing to have adequate hot water at the rental unit. On a balance of probabilities, I find that the issue impacted the Tenant's ability to fully use and enjoy the rental unit during their tenancy. I find the response of the Landlord to address the issue to be inadequate as he did not investigate or attempt to address the hot water issue. I also find that there was some substantial interference with the Tenant's reasonable enjoyment of the rental unit because of the lack of hot water.
15. The issue was unresolved as of the date the tenancy ended on October 31, 2024.
16. The Tenant is seeking a 20% rent abatement.
17. In this case, the hot water issue was intermittent. Based on the Tenant's testimony, it sounds as though the hot water tank was too small for the rental complex and as a result, the hot water reservoir would be exhausted faster than it could be replenished. However, this also shows that the Tenant only had reduced access to hot water.
18. I find that a 20% rent abatement is excessive. The Tenant was not left without hot water all of the time, just during the high-usage periods. The Tenant was not left without hot water, but limited use. I can also appreciate that not having access to hot water on a regular or predictable basis would substantially interference with one's reasonable enjoyment of the rental unit.
19. Based on the Tenant's testimony, I find that since the lack of hot water was an occasional issue, the Tenant should only be entitled to a 10% rent abatement from March 1, 2024, until October 31, 2024, or \$2,191.85.

T2 Application

20. The Tenant testified that the Landlord on October 2, 2024, had a friend staying with him and the Landlord was banging on the door aggressively. He also testified that the Landlord on August 12, 2024, called the Tenant a real selfish piece of work after the Tenant did not allow entry for the purpose of repair work on the air conditioner.
21. He also testified that the Landlord on July 21, 2024, threatened to report him to the credit bureau and did file with Front Lobby a collection company to get the Tenant to pay money. The Tenant testified that he felt unsafe living there because as the Landlord would look to see if his car was in the driveway.
22. This application is brought pursuant to section 22 and 23 of the Act, which states:

Section 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.

Section 23: A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant. 2006, c. 17, s. 23.

23. Based on the uncontested evidence, I do not find that the Tenant has proven on a balance of probabilities that the Landlord substantially interfered with the Tenant's reasonable enjoyment. The Tenant also claimed on their application that the Landlord harassed them. I have also considered whether or not the Landlord harassed the Tenant but as explained below, do not find that the Landlord harassed the Tenant.
24. The Act uses language like 'substantial' meaning not every disagreement or trivial event will lead to a cause of action. In considering these events, I do not find that they rise to the level of substantial interference. I come to the same conclusion when looking at these events globally. I say this because there are three isolated incidents in a 4-month period. I also do not find that it amounts to harassment as the Tenant stated at the hearing. As this portion of the T2 application is dismissed.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,444.66. This amount represents:
 - \$2,396.66 rent abatement from the period of March 1, 2024, to October 31, 2024.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 4, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 4, 2026, the Landlord will owe interest. This will be simple interest calculated from July 5, 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 23, 2026
Date Issued

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.