



Order under Section 130 Residential Tenancies Act, 2006

File Number: LTB-T-073046-25

In the matter of: 1, 662 BARTON ST E
HAMILTON ON L8L3A4

Between: Marta Jasman Tenant

And

Thanh Do Landlord

Marta Jasman (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, Landlord's legal representative Anthony Corso, and the Tenant attended the hearing.

Determinations:

1. The Tenant filed a T3 Application alleging the Landlord reduced usage of the washroom as of August 31, 2024 and reduced her ability to use the freezer found in the common area kitchen as of March 1, 2025.

Testimony of Marta Jasman

2. The Tenant testified that the rental house is located inside a rooming house. The floor in which she lives used to have other tenants residing in rooms 2, 3, and 4 but as of the date of the hearing all the other rooms are unoccupied. The Tenant lives with a physical disability which makes it difficult to move around without assistance. At all relevant times the Tenant was paying \$615.00 for monthly rent.

Washroom Access

3. There are two washrooms on the floor in which the Tenant resides. The first washroom, which contains a toilet and a sink, is located in the hallway just outside the rental unit. The second washroom, which contains a shower in addition to a toilet and sink, is down the hallway from the rental unit.

4. The Tenant's testimony was that she first lost access to the washroom on August 31, 2024. The Tenant entered a picture into evidence taken September 16, 2024, the Tenant showing an "out of order" sign on the door of the first washroom. Subsequently, the Tenant discovered the door was locked and she could not gain access to it.
5. The Tenant testified that she did not gain access to the first washroom until "January or February 2026". The Tenant confirmed in cross-examination that she always had full access to the second washroom. The Tenant is seeking a 25% rent reduction from September 16, 2024 onwards until access to the washroom was restored.
6. In cross-examination the Tenant was asked if there was a leak in the washroom which may have led to it being "out of order". The Tenant originally was evasive with her answers, eventually admitting that there was a leak in the ceiling that needed to be addressed by the Landlord.

Freezer Access

7. The Tenant testified that when the tenancy began she had access to two fridges, both located in the common area. In 2024, the Landlord provided the Tenant a small fridge to use inside the rental unit. Subsequently, the Landlord removed one of the fridges from the common area. The Tenant's evidence is that the small fridge has a freezer however it is not meant to store food such as meat in it.
8. On March 1, 2025, the Tenant was washing the fridge when the superintendent approached her and informed her she is not to use the freezer any longer. On March 17, 2025, the Landlord and Tenant met at the rental unit and discussed the issue. In a recording entered into evidence, the Tenant informs the Landlord that she wishes to have full use of the fridge/freezer in the common area. The Landlord replies that the Tenant should return the small fridge in her rental unit if she wishes to use the fridge in the common area. It is unclear from the recording whether the Tenant had use of the freezer moving forward.
9. The Tenant is seeking a 15% rent reduction from March 1, 2025 to the date of the hearing, and an ongoing rent reduction due to the lack of ability to use the freezer.
10. In cross-examination, the Tenant confirmed the freezer in the common area functions and is available, she is just fearful of the superintendent and does not want to go against his wishes. The Tenant confirmed she does not have documentary evidence regarding a police report or any complaints regarding the Landlord or superintendent.

Testimony of Thanh Do

11. The Landlord agreed with the Tenant that the first washroom was inaccessible due to a leaking ceiling. The Landlord admitted to locking the door and placing an "out of order" sign to prevent anyone from entering. The Landlord's evidence is that the repair took approximately a week or two and the Tenant was allowed access to the washroom thereafter.

12. The Landlord also testified about the freezer, indicating that there is one common area freezer that the Tenant is allowed to use at any time. The Landlord was generally unaware that the Tenant had not been using the freezer.

Analysis

13. The onus is on the Tenant to prove, on a balance of probabilities, that a service and/or facility was reduced.
14. In *R.C. v. S.Y.S.*, 2026 ONSC 2799, the Court analyzed the credibility of parties and the role that is plays in the decision-making process. Paragraphs 38-40 state:

[38] Credibility is a primary vehicle for determining the truth of alleged facts. Assessing credibility is not an exact science: *Konstan v. Berkovits*, 2023 ONSC 497 ("*Berkovits (ONSC)*"), at para. 11, citing *R. v. Gagnon*, 2006 SCC 17, [2006] 1 S.C.R. 621, at para. 20.

[39] Traditional criteria used to assess witness evidence include witness demeanour, inherent probability in the circumstances, and internal and external consistency: *Prodigy Graphics Group Inc. v. Fitz-Andrews*, 2000 CarswellOnt 1178 (S.C.), at para. 46.

[40] Where a party has the burden to discharge a legal onus, I must satisfy myself, on a balance of probabilities, of "the credibility and reliability of the evidence in order to be in a position to make the relevant findings of fact": *Berkovits (ONSC)*, at para. 9.

15. Overall, I found the Tenant's evidence confusing, evasive, and contradictory. For example, the Tenant was asked at the beginning of the hearing when the washroom access was reduced, to which the Tenant confidently confirmed it was August 31, 2025. Subsequently, during her testimony, the Tenant alleged it occurred August 31, 2024. The Tenant then produced a photograph from September 16, 2024 showing the "out of order" sign without mentioning how she first came to learn of the washroom access being reduced.
16. Another example of the Tenant's inconsistent testimony was surrounding the current occupants of the other units in the rooming house. The Tenant originally testified that units 2, 3, and 4 are unoccupied. In cross-examination, the Tenant changed her position, indicating it "is possible" there is an occupant of unit 4. On multiple occasions during cross-examination, the Tenant was evasive with her answers by refusing to answer simple questions put to her. Overall, after taking into account the evidence before the Board as well as the analysis in *R.C. v. S.Y.S.*, I preferred the evidence of the Landlord over the Tenant as the Landlord was consistent, direct, and straightforward in his testimony.
17. It is undisputed that there was a temporary reduction of the washroom. I find that the duration of the temporary reduction was a few weeks as described by the Landlord rather than the unknown date provided by the Tenant. The Tenant was provided with multiple opportunities to present evidence of the date she re-gained access to the first bathroom but could not provide anything concrete to support her oral testimony.

18. 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

19. Given the finding that access to the washroom was reduced for a short duration, it was temporary in nature, and the Tenant had access to another full washroom down the hall, I find that there shall be no reduction of rent for the washroom access. The reduction was reasonable in the circumstances and the effect on the Tenant was minimal.

20. Regarding the freezer, it is undisputed that there is a freezer located in the common area. The Tenant admitted they have access to the freezer however they were told by the Landlord and/or superintendent not to use it. I do not find that the kitchen amenities were reduced as contemplated by the *Residential Tenancies Act* (the Act). The freezer remains available to the Tenant for use. The T3 Application is not the proper application to allege harassment or substantial interference of reasonable enjoyment of the rental unit and/or residential complex. As a result, I find that the Landlord has not reduced a service as it relates to the freezer.

It is ordered that:

1. The T3 Application is dismissed.

June 24, 2026
Date Issued

Brett Lockwood
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.