



Order under Sections 30, 31 Residential Tenancies Act, 2006

File Number: LTB-T-047015-26

In the matter of: Upper 1, 14 DALHOUSIE ST
Brantford ON N3T2H7

Between: Nicholas Allan Gironella-Camps Tenant
Alexander Marshall Fitzgerald

And

Bobby Panchi Landlord

Nicholas Allan Gironella-Camps and Alexander Marshall Fitzgerald (collectively, the 'Tenant') applied for an order determining that Bobby Panchi (the 'Landlord') withheld or interfered with their vital services.

The Tenant also applied 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 19, 2026.

Only the Tenant attended the hearing.

As of 9:24 am 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.

The Landlord attended at 11:22 am. I advised him that this application was heard and that he can expect to receive an order in the near future. He claimed that he does not have a matter before the LTB. This argument is addressed below.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The Landlord argues that he is not a landlord. He did not participate in the hearing when the matter was heard but this issue was raised by the Tenant as the Landlord filed document 8114638 in Tribunals Ontario Portal in which he claims that he is not a landlord.

3. S. 2(1) of the Act defines the Landlord as follows:

“landlord” includes,

(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,

(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and

(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;

4. The Tenant testified that the Landlord previously told them that he is not their landlord and they should check their lease. The Tenant’s lease is with a numbered company (document 8066865). It is not a standard Ontario residential lease as required by s. 12.1 of the Act.

5. Payments under the lease are to be made by e-transfer to “manjeet_panchi@hotmail.com”. It is unclear who this email address belongs to but it would appear that the recipient has the same last name as the Landlord.

6. The Tenant testified that the Landlord would contact them about rent payments when they were late. The lease was signed through email with the Landlord, and they always communicated with him. He is the one who showed them the rental unit and permitted occupancy of the rental unit when they moved in.

7. Based on the evidence adduced at the hearing, I find that the Landlord meets the definition of a landlord under the Act. It is possible that he is not the owner or the controlling mind of the corporate owner, but I find that he permits occupancy of the rental unit and meets the definition under s. 2(1). There may be more than one landlord under the Act.

8. Based on the Tenant’s uncontroverted evidence I find that it is more likely than not that they have been without power since May 21st, 2026. They contacted the Landlord, but he has done nothing to remedy the situation.

9. Under the lease the Landlord is responsible for paying the electric bill.

10. Based on the Tenant’s uncontroverted evidence I find that the Tenant’s stove is no longer in good working order. The Tenant’s contacted the Landlord who has failed to repair it.

11. The Tenant alleges breaches of ss. 21 and 20 of the Act:

20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

21 (1) 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, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

(2) For the purposes of subsection (1), a landlord shall be deemed to have withheld the reasonable supply of a vital service, care service or food if the landlord is obligated to pay another person for the vital service, care service or food, the landlord fails to pay the required amount and, as a result of the non-payment, the other person withholds the reasonable supply of the vital service, care service or food.

12. It is unclear why there is no electricity supply to the rental unit. It is possible that the Landlord breached s. 21(1) of the Act, 21(2) of the Act or 20(1) of the Act. The Landlord may have intentionally interfered with electricity, failed to pay the bills or failed to maintain the unit resulting in electricity being disconnected. I find that it is more likely than not that the Landlord breached the Act by at the very least not taking any steps to address the issue of supply of electricity.
13. 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.
14. The Landlord was made aware of both issues and has not addressed them. I therefore find that he is in breach of the Act in accordance with *Onyskiw* even if he did not breach ss. 21(1) or 21(2).
15. The Landlord also breached s. 20(1) of the Act by failing to take any steps to repair or replace the stove.
16. The Tenant requested only a limited number of remedies, and I find that they are entitled to these remedies based on their uncontroverted testimony.
17. The Tenant lost many food items after they lost electricity, and the fridge stopped working. They testified that the property damaged, destroyed or disposed of as a result of the Landlord's breach of the Act cost \$203.89. I find that the Landlord must pay the Tenant \$203.89, which is the reasonable cost that the Tenant has incurred or will incur to replace property that was damaged, destroyed or disposed of.
18. The Tenant has out-of-pocket expenses in the amount of \$279.85 because of the Landlord's actions. They had to pay these costs because the Landlord interfered with vital services or failed to restore electricity to the rental unit. The Landlord must pay the Tenant this amount.
19. The Landlord must also restore supply of electricity and provide a stove in good working order.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$483.74. This amount represents:
 - \$203.89 for the reasonable costs that the Tenant has incurred or will incur to replace property that was damaged / destroyed / disposed of as a result of the Landlord's actions.
 - \$279.85 for the reasonable out-of-pocket expenses the Tenant has incurred or will incur.
2. The Landlord shall pay the Tenant the full amount owing by July 5, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 5, 2026, the Landlord will owe interest. This will be simple interest calculated from July 6, 2026, at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by July 6, 2026, the Tenant may recover this amount by deducting \$483.74 from rent for August 2026.
5. The Tenant has the right to collect the full amount owing any time.
6. The Landlord shall immediately restore supply of electricity to the rental unit and shall not interfere with supply of electricity to the rental unit.
7. The Landlord shall immediately provide the Tenant a stove in good working order.

June 24, 2026
Date Issued

Vladimir Nikitin
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.