



**Order under Section 30
Residential Tenancies Act, 2006**

File Number: LTB-T-096454-24

In the matter of: 1580 SANDHURST CIR
SCARBOROUGH ON M1V2L3

Between: Weming Xu Tenant

And

Briarlane Rental Property Landlord

Weming Xu (the 'Tenant') applied for an order determining that Briarlane Rental Property (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 April 30, 2026.

The Landlord's Legal Representatives David Ciobotaru and Debbie Parsons, and the Tenant Weming Xu attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The Tenant's application concerns an alleged issue with the bathtub in the rental unit and the Landlord's repair of that issue. The Tenant testified that the bathtub was damaged, was not smooth, and this could be felt on the Tenant's feet. The Tenant stated that the issue began approximately two years before the hearing, but the Tenant could not provide a specific date when the issue started, when the Landlord was first notified, or when the repairs were completed. The Tenant testified that they sent a picture to the Landlord and that the Landlord attended to repair the bathtub, possibly about two weeks later. The Tenant further testified that the repair came loose after about two weeks, but again did not provide specific dates.

3. The Tenant also testified that the Landlord repaired the bathroom or bathtub more than once and changed contractors. The Tenant stated that one of the repairs was dusty and had an odour, which caused the Tenant to feel unwell and have a headache. The Tenant also testified that the issue was fixed approximately two months before the hearing. However, the Tenant did not provide sufficient evidence identifying the type or source of the bathtub damage, when the Landlord was told of each problem, the details of the Landlord's response, the dates of the repairs, or why the repairs were insufficient.
4. 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.
5. Applying that contextual approach, I find that the Tenant has not met the evidentiary burden required to establish a breach of the Landlord's maintenance obligations. The Tenant's own evidence was that the Landlord responded to the issue and performed repairs more than once. The Tenant did not provide enough detail or supporting evidence to establish that the Landlord's response was unreasonable in the circumstances, that the Landlord failed to repair or maintain the rental unit, or that the Landlord failed to comply with any health, safety, housing or maintenance standard.
6. On the basis of the limited evidence before the Board, I cannot find on a balance of probabilities that the Landlord failed to meet their maintenance obligations under the Act, or failed to comply with health, safety, housing or maintenance standards. Therefore, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 30, 2026
Date Issued

Kyle Anderson
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.