



**AMENDED Order under Sections 30, 31 and 135
Residential Tenancies Act, 2006**

File Number: LTB-T-052049-23-AM

In the matter of: B, 758 MOORE AVE
THUNDER BAY ON P7G1G9

Between: Dino Favuzzi Tenant

And

Mario DeLuca and Cathy DeLuca Landlords

This amended order is issued to correct clerical errors in respect paragraphs 41 and 66 of the Determinations section and paragraphs 1 and 2 of the “It is order that” section of the original order dated May 15, 2026. The incorrect rent amounts were used for abatement calculations and this clerical error needed correction. The changes to the original order are shown below in bold, italics print.

Dino Favuzzi ('DF' or the 'Tenant') applied for an order determining that Mario DeLuca and Cathy DeLuca ('MDL' and 'CDL' or collectively, the 'Landlords') collected or retained money illegally. (T1 application)

The Tenant also applied for an order determining that the Landlords: 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; and harassed, obstructed, coerced, threatened or interfered with the Tenant. (T2 application)

The Tenant also applied for an order determining that the Landlords failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (T6 application)

These T1, T2 and T6 applications were heard by videoconference on April 21, 2026.

The Tenant, the Landlords and the Landlord's Legal Representative, Marie Beaupre ('LLR'), attended the hearing. As support for her parents, for example if English/Italian translation were required, Claudia Deluca was present during the hearing. No Tenant Duty Counsel (TDC) appeared in the videoconference room during the hearing block, but the Tenant was aware that TDC consultation is not a guaranteed service. The Tenant was prepared to proceed with the merits hearing nonetheless.

Preliminary Matters

1.) LLR requested the three applications be dismissed summarily and costs be awarded to the Landlords on the basis that the Tenant knew or ought to have known he was filing false or misleading information in his applications. The relevant subsection of the Act relating to this request is subsection 197(2). The four documents raised by LLR as misleading or false examples were doc #7456295 (pg 20- T5 application), doc #1637494 (toilet sans seat photo); doc #1638672 (dryer duct vent pieces photo) and doc #4566263 (Tenant's s.82 filled-in form used for L1 case). LLR made submissions on her request to dismiss.

The Tenant denied he falsified any submission or any claim, and denied he provided any misleading information. He provided his position that he said came from the last hearing before Vice-chair D. Sullivan. The Tenant stated his belief that he correctly responded to the Vice-chair's direction and resulting interim order.

After holding down the hearing to consider the Landlord's request, I returned stating I was satisfied that the documents identified by LLR were disclosure documents (possible evidence) only therefore, until adduced did not amount to information that I would consider falsified or misleading in respect of the T1, T2 or T6 applications. I therefore denied the Landlord's request to dismiss summarily.

2.) Lack of particulars in the T1, T2 and T6 applications:- The original three applications were filed with the LTB on July 2, 2023, and all three were completely blank with respect to claims being made and to remedies being requested. The Tenant did file requests to amend all three applications on December 4, 2024.

The Tribunals Ontario Portal file clearly shows the chronology of events leading to this merits hearing on April 21, 2026. The one order of note that I mention (for convenience only) is Review Order LTB-L-065373-23-RV-IN2 and LTB-T-052049-23-RV-IN2 that issued on September 9, 2025.

At this hearing, I noted the parties then participated in an Adjudicative Case Conference (ACC) hearing on January 9, 2026 for only this T2 case file and I referenced Vice-chair Sullivan's interim order LTB-T-052049-23-IN2 which issued on January 19, 2026 from that ACC hearing (hereinafter, the "Interim Order"). The other case file (LTB-L-065373-23) heard/disposed of and closed on a separate date.

I also noted that the Tenant failed to comply with that interim order with regard to filing detailed T2 claims on or before February 6, 2026. However, I noted the Tenant filed three documents on February 26, 2026, one of which was the document that should have been filed on February 6, 2026. The Tenant provided an explanation as to why he failed to make a filing by the first date. He explained that the Landlord's garnishment proceedings affected his internet service and therefore his ability to access/utilize Microsoft 360, which he needed to make his submission. The Tenant also spoke about his physical disability, but that was apparently related to other issues in the tenancy and not the interim order compliance issue.

After taking in submissions, I accepted LLR's suggestion to narrow the issues to those specific issues itemized in the Interim Order. Vice-chair Sullivan had clearly and precisely summarized

the claims by the Tenant during the ACC hearing, and transposed everything into the Interim Order. Vice-chair Sullivan also confirmed the amended T1, T2 and T6 applications were the applications to be disposed of. As such, I indicated to the parties that I would hear the T1, T2 and T6 applications according to Interim Order paragraphs 3 and 4 for the T1, paragraph 6 for the T2 and paragraph 8 for the T6. To be clear, the Tenant-filed T5 and T7 applications were withdrawn.

Determinations:

T1 Application

1. The claim here is whether the overpayment of rent of \$27.50 per month for the months of February 2024 and March 2024 should be returned to the Tenant.
2. The facts the parties were able to agree on were:
 - a) The parties entered into a lease that was signed May 18, 2019 (Exhibit TT#1- signed lease). I note the signed lease was not in the Ontario standard form lease that became mandatory in April 2018, but it clearly stipulated that the Tenant was to pay \$1,075.00 in monthly rent for the right to occupy the unit. The Tenant was required to pay for utilities separately, which were identified as his responsibility to pay.
 - b) The Landlords served a Notice of Rent Increase (NORI) which set out that on April 1, 2024, the monthly rent would increase by \$27.50 to \$1,128.50 (exhibit LL#1- Jan 1/24 dated NORI and a copy of Feb 1/24 letter to the Tenant about overpayment and utilities owing).
 - c) The Tenant paid the new rent of \$1,128.50 in error for February and March 2024. This represented a total of \$55.00 in overpayment for those two months.
 - d) The Landlords sent a March 1, 2024 dated letter to the Tenant (exhibit LL#2) stating he paid the wrong rent again for March 2024 and set out again that the new increased rent would take effect on April 1, 2024.
 - e) In both the February 1, 2024 and March 1, 2024 letters, the Landlords informed the Tenant they would apply his \$27.50 overpayment against the utilities owing. At this hearing, the Landlords affirmed that it was the water bills specifically that the rent overpayments (totalling \$55.00) were applied to.
 - f) For completeness of record, the current monthly rent is \$1,181.00.
3. This is a very simple clear case of the Landlords incorrectly transferring an overpayment of rent to some other tenancy cost that was not rent *per se*. The tenancy agreement (TT#1) clearly sets out monthly rent to allow occupancy by the Tenant, and it sets out utilities as something separate.
4. "Rent" is a defined term in section 2 of the Act. Based on that definition, the amount paid for the utilities under this tenancy is not rent. Quite simply, the Landlord may not take rent money paid and decide unilaterally to use that money and credit some other tenancy cost category. It was clear the Tenant never consented or agreed to having that overpayment accounted for elsewhere.
5. Consequently, the total rent overpayment of \$55.00 in question here is to be returned to the Tenant.

6. I note that the parties were before Vice-chair D. Sullivan for an L1/L2-N5 application, case file no. LTB-L-065373-23. The hearing for that case was held on October 6, 2025 with an LTB order being issued on December 17, 2025.
7. In that order which I read post-hearing, the Tenant was ordered to pay the Landlords \$1,215.48 in past-due water bills (utilities). That amount payable reflected to the penny the water bill information submitted by the Landlords; their statement of account was disclosed to the LTB on September 18, 2025 (TOP doc# 6423911). I reviewed that disclosure and found the rent overpayments of \$27.50 in February 2024 and March 2024 were never applied to the statement of account in that disclosure.
8. Even if it had been applied, I still would have determined the unilateral transfer by the Landlords, to take \$55.00 in rent overpayment and transfer it to a water bill account, as incorrect and unlawful. But as it turned out, the Landlords never applied the overpayment as they said they would do in LL#1 and LL#2, and which they had testified before me as having been done under this T1 claim.

T2 Application

9. From the Interim Order, the T2 claims are:
 - Illegal entries on March 5, 2025 and March 6, 2025.
 - Harassment involving the Landlord repeatedly knocking on the Tenant's door demanding the Tenant move and yelling at the Tenant in front of children.
 - Harassment involving the Landlord obstructing the plumber's ability to make repairs on March 28, 2024.
 - Substantially interfering with the Tenant's reasonable enjoyment of the rental unit by applying portions of his rent payments towards unpaid water bills, failing to remove the washer and dryer, failing to provide snow removal service, and requiring the Tenant to pay the water tank rental.
10. Entries:- With regard to the Landlords' entries on March 5 and 6, 2025, it was not disputed that MDL entered the rental unit on both those dates without any prior notice. I noted that the parties sometimes referenced March 4 and 5, 2025 concerning these two entry dates, but I used the "default" dates of March 5 and 6, 2025 as the two entry dates, which came from the Interim Order.
11. The Tenant testified that on March 5 and 6, 2025, his camera system showed MDL entered his unit on both dates and that he had no prior notice for the entries. As he affirmed he never consented to the Landlords entering, he stated these were unauthorized entries.
12. MDL testified that his reason for entering without notice was there had been a flood of water from a water tank leak in the upstairs unit of the fourplex (not the rental unit), but the water shut-off valve for the building is located in the rental unit. MDL stated that because it was an emergency situation, he had to access the water shut-off valve without notice being given. He stated the repair work on March 5, 2025 could not be completed and so he had to return the next day to shut off the water again for the repairs upstairs to be continued and completed.

13. The parties did not provide me with any written communication between them or any other evidence that dealt with these two entry dates. The best evidence given me on what happened these two dates came from the direct testimony of MDL.
14. On a balance of probabilities, I accept MDL's statement that an emergency situation stemming from a large water leak in an upstairs unit required the Landlords to shut-off water to the building. As a result, I do not find the March 5, 2025 entry (first entry) to be unlawful.
15. However, the second entry on March 6, 2025, in my view, was not an emergency but a follow-up repair visit to complete repairs from the day before. It was not established that the second entry was likely due to an emergency. I view that on the first day of repair, the Landlords were able to stop the leaking and at least stabilize the situation so that the water tank was stopped from leaking further. As a result, the Landlords should have been able to notify the Tenant that they would return the next day (on March 6, 2025) to access the shut-off valve or whatever else in the rental unit so as to complete repairs upstairs. Even a short text message or equivalent, had it been proffered, would have helped to understand what had happened during the two days of entry.
16. Therefore, I find on a balance of probabilities, the Landlords entered the rental unit on March 6, 2025 without prior, lawful notice as set out in section 27 of the Act..
17. Substantial interference/harassment:- The Tenant stated that there was a pattern of harassment which has left his two children "terrified" of the Landlord MDL. The Tenant testified about how the Landlords treated him or acted towards him over a number of tenancy issues such as a plumbing issue, a bathroom electrical issue and washing machine leak issue all in March 2024. He stated that MDL simply laughed at the idea the Tenant's children were afraid of MDL, and that MDL made it clear the maintenance issues were the Tenant's responsibility to repair.
18. Further, when the water bills became due every couple of months, the Tenant testified the Landlords knocked on his door, leading to insulting and rude demands about the money owing on the bills. The Tenant stated the Landlords would pass by the rental unit regularly which was done in his view to intimidate him. He recounted that once, MDL followed him when he went to the Giant Tiger store and started to yell at him in that public forum. He was told over and over that if he was not happy, he could leave the unit. The Tenant made mention of an alleged door-pushing assault that took place in July 2023 (MDL wanted to enter and the Tenant pushed back to disallow MDL's entry).
19. The Tenant explained that due to his physical disability (he stated from a compression fracture to his L1 vertebra), he is unable to exert on or lift heavy things. He testified that at times, he has had to hire someone to clean snow at \$60 per hour.
20. The Tenant stated that the Landlords have substantially interfered with his reasonable enjoyment by purposely digging up and removing his front-area garden in July 2025 (exhibit TT#4-statement and photo) and by not cutting grass around his cabana in the backyard. The Tenant indicated he had planted the garden in 2019 and believed the garden was his designated area. It was clear from the Tenant's testimony, he was particularly fond of his Japanese lily garden and claimed MDL simply removed it to badger him.

21. During cross-examination, the Tenant admitted he did not provide dates and times of when his claims of harassment and substantial interference occurred so that the Landlords would have had a chance to prepare documented evidence for this hearing. The Tenant also acknowledged he did not submit any evidence related to costs incurred, and in particular the cost of \$350.00 which he is seeking to recover for the Japanese lily plant.
22. When asked about his children, the Tenant stated he has "week on, week off" privileges with his children so that they may have seen the Landlords about once or twice a month.
23. Both Landlords testified they have never met or spoken with the Tenant's children. Replying to a cross-examination question, the Landlords stated they never asked the Tenant's children about water bills.
24. The Landlords explained they live about 2 or 3 minutes away from the rental unit building, so it is not irregular or uncommon that they pass by the building daily. As well, they stated that up to 2024 when the parties began communicating only by email or notes, they did knock on the Tenant's door every month or two about water bills that had become due for payment. They testified that while their attendance at the door did not routinely result in the Tenant paying his water bills, they did not insult or abuse the Tenant verbally during those encounters. They said they did not enter the unit but spoke with the Tenant at the door about bill payments. For the past two years, the Landlords stated they have consistently posted on the Tenant's front door all tenancy notices and requests for bill payments.
25. MDL testified he did recall the police being called about the alleged door-pushing incident, but he denied the police reprimanded him for any action or told him there had been any assault. As far as he could recall, the police came and went away without any ado.
26. With regard to snow clearing, MDL stated he has been taking care of snow clearing all along and LLR referenced there were invoices (paid to a third party) in disclosure that could be adduced if needed.
27. MDL testified he has cut the grass all along and confirmed that he has not cut the grass immediately inside the Tenant's cabana located in the backyard. The stated reason was because he did not want to somehow be accused of damaging the structure. Exhibit LL#6 is an August 2025 photo of the cabana and small area of uncut grass. MDL mentioned as well that in July 2025, he notified the Tenant in writing that the cabana should be taken down, but the structure still remains in place.
28. Finally, MDL confirmed he did remove the Tenant's plants at the front of the building in July 2025. MDL was aware of these plants being planted and maintained by the Tenant but he denied that the Tenant was given that area as some sort of designated area under the lease/tenancy agreement. MDL stated that in the fourplex building, none of the tenants has any designated area. MDL explained the plants had overgrown, no annuals had been planted and the area had become infested with ants. He made a decision to clean out the unsightly area and plant something that made the front of the building look fresh and simple. In support of his testimony, MDL identified exhibit LL#5 which are "before" and "after" photos of the front-garden.

29. From the parties' respective submissions, it was clear to me that the parties do not get along, and I was led to understand that since about early 2024, they have communicated very little and when they have, it has been done through the written word.
30. That being said, I do not believe that the list of claims raised by the Tenant point collectively to a planned or an intentional regime of harassment or substantial interference. Lack of particulars, and more so a lack of evidence, has led me to this conclusion on a balance of probabilities. Much of the Tenant's claims for a pattern of harassment were denied/rebutted successfully by the Landlords in their *viva voce* submissions.
31. As well, I am of the view that in any tenancy, a landlord must retain the lawful right to pursue, for example, unpaid rents, unpaid utilities and repairs for damages clearly caused by a tenant. Such pursuit requires interaction between parties, and most often a tenant who is on the receiving end of such pursuit may not find the interactions welcomed or positive. In this case, the interactions I was given to consider between the parties appeared to be more of the Landlords lawfully seeking to collect water bill arrears than some pattern of harassment or substantial interference.
32. My finding is consistent with case law authority that relates to two parties who offer conflicting testimonies -- which is often referred to as a "he said, she said" case. As stated by Cory, J. in a well-known criminal case before the *Supreme Court of Canada, R. v. W.(D.), 1991 CanLII 93 (SCC), [1991] 1 S.C.R. 742*, "*one must determine if, having considered the evidence as a whole, the burden of proof has been met by the party with that burden*". Here, it is evident to me the Tenant did not meet that burden whereas the Landlords' reply testimony was more compelling.
33. However, when I consider two specific claims separately, the evidence was sufficient for a finding of harassment and substantial interference by the Landlords. Specifically, I find the Landlord's actions of digging up the front garden (LL#5) that the Tenant had tended to since 2019 and of the omission of grass-cutting under the cabana (LL#6) as instances of harassment, but moreso of substantial interference.
34. The Landlords knew the Tenant had tended to a garden at the front for years and without any notice or any reason given to the Tenant, the Landlords simply removed the Tenant's plantings. I accept the Landlords' position that no one in the building has any designated area for themselves, but knowing the Tenant had tended that garden for years created an implicit understanding the Tenant had some vested interest in that garden. As well, no evidence was adduced by the Landlords to show there was an ant problem or any other adverse situation that would qualify the garden's removal.
35. Further, I was not persuaded at all by the Landlords' reason for not cutting grass under the cabana; the reasoning given to me to consider was rather paltry and glib. In my view, there was and is ample room under the open cabana to cut grass without difficulty or obstruction.
36. I note these two instances happened in July and August 2025, just as the parties were preparing for a review hearing of an earlier LTB order on this T2 and the Landlords' L1/L2 applications. These actions took place when the parties were at an impasse on landlord and tenant issues in the tenancy at bar, their relationship was not good at all, and I believe it more likely the Landlords' actions of digging up the garden and not cutting of the grass

under the cabana were meant to make a point with the Tenant. In my view, these were not correct ways to make a point; in fact, I believe a reasonable person would see these actions as targeted, hurtful actions.

37. The other claims, also separately considered and relating to water bill collection (insults, abuse claim), harassing/scaring the Tenant's children, snow clearing, and door-pushing assault are all denied. The reason for their denial is the same as given above for the collective pattern claim – lack of particulars, lack of evidence – and I found the Landlords' submissions more persuasive.
38. T2 Remedies:- The amended T2 contains requests for non-monetary and monetary remedies. In respect of the non-monetary request, I am satisfied to order the Landlords stop entering the rental unit without proper notice.
39. As for monetary remedies, the Tenant requested an abatement of rent, a fine to the LTB and a number of other monetary remedies related to, *inter alia*, possible moving costs. These latter other remedies are not applicable here as the tenancy continues to be an active one.
40. The Tenant also sought to be reimbursed the cost of the Japanese lily planting, but as he did not provide any evidence to establish the cost he paid or incurred for that planting, that requested amount is not ordered below.
41. For the findings of illegal entry (**March 6, 2025, second entry**) and of harassment/substantial interference, I find that 15% of one month's rent (***i.e.* \$1,128.50 rent in March 2025 x 15% = \$169.28**) is reasonable for the illegal entry and 50% of two months of rent (for July 2025 and August 2025) is adequate to address the targeted, hurtful nature of the Landlords' harassing and substantial interfering actions. For the two months, therefore, the abatement to be ordered is **\$1,128.50**.
42. With regard to the requested fine (ref: LTB Interpretation Guideline no. 16), I was not persuaded to any degree that the Landlords have or had a blatant disregard for the Act. Further, I believe the abatements of rent set out above will provide adequate deterrence and future Act compliance by the Landlords.

T6 Application

43. 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. This is the approach that I have taken for this T6 merits hearing.
44. From the Interim Order, the T6 claims are:
 - Washing machine - broken valve on the tap resulting in water leaks. Reported to the Landlord on March 11, 2024. Tenant had the issue repaired on April 5, 2024.

- Bathroom electricity – issue with the power. Reported to the Landlord on March 11, 2024. Tenant had the issue repaired on March 28, 2024.
- Toilet - leaks from the tank. Issue began February 2024 and reported to the Landlord on March 11, 2024. The issue is ongoing.
- Door to the backyard storage broken. Repaired by Landlord sometime in 2025.
- Front garden removed in 2025.
- Landlord stopped cutting the Tenant's grass in the summer of 2025.

45. At the hearing, the Tenant confirmed the backyard storage claim was resolved fully and no longer a claim under the T6.

46. I believe the front garden/removal and cabana/grass issues fall squarely into the tenant-right claims of the T2 application, which were heard fully during that part of this hearing. I do not view these two claims as maintenance issues *per se*. The front garden that had been tended to by the Tenant was removed in July 2025 and replaced by the Landlords' own plantings – it was evident the Landlords have been maintaining that garden satisfactorily ever since. The back yard grass has been cut and continues to be cut by the Landlords, with the exception of a small rectangular patch of grass situated "inside" the Tenant's cabana. The backyard grass, for all intents and purposes, has been nicely maintained by the Landlords except when in August 2025, the Landlords were shown to have stopped cutting that small section of grass. This is not a maintenance issue in my view, but a tenant-rights issue which has been disposed of by me in the T2 above.

47. The parties both agreed that on March 11, 2024, the Tenant notified the Landlords about three maintenance issues: the washing machine (leak), the bathroom light switch (not working, flickering) and the leaking toilet (leak). Exhibit TT#2 is a copy of the notice-letter dated March 11, 2024. In that letter, the Tenant "gave" the Landlords thirty days to make repairs or else the Tenant would arrange for the repairs and deduct the cost or repairs from upcoming rents.

48. The Tenant testified the Landlord basically refused to make repairs, stating those repairs were the Tenant's responsibility. He acknowledged having received the Landlords' March 17, 2024 letter of reply (exhibit LL#3) which told him there had been a February 9, 2024 inspection by a licenced plumber (accompanied by MDL). The Landlords' letter stated the plumber found no leaks in the "water closet" inspection.

49. The Tenant stated apart from the March 17, 2024 letter, the Landlords in effect denied there was anything wrong with the plumbing or the on/off light switch, and they did nothing else. He then decided to arrange for the repairs himself.

50. The Tenant stated he hired a plumber who attended the washing machine leak on April 5, 2024 and repaired a "leaking seal" at the faucet. The Tenant led exhibit TT#3, which is an invoice for \$178.77 by Thermal Mechanical Systems Inc., and which the Tenant affirmed he paid.

51. For the bathroom light switch issue, the Tenant stated he hired an electrician who attended the unit on March 28, 2024. The electrician replaced the faulty light switch with a new dimmer switch and charged the Tenant \$288.43 for the repair. The Tenant led exhibit TT#4 into evidence (copy of the March 28, 2024 invoice) and stated he paid that invoice.

52. For the toilet leak issue, the Tenant first submitted the toilet itself sits 14 inches off the floor, which is unusually high and difficult to use. The Tenant testified that when the plumber he hired for the washing machine had a look at the toilet, the plumber told him that a new toilet was needed to be installed. After the Landlords refused to do anything, the Tenant stated he contacted a plumber last week when the toilet stopped flushing altogether. The Tenant testified he notified LLR directly on or about April 13, 2026 and was told by her that she forwarded his email to the Landlords, but that the Tenant should communicate directly with the Landlords on maintenance issues, not her. During cross-examination, the Tenant was able to identify a copy of the email exchanges between him and LLR on April 13, 2026 (led as exhibit LL#4).
53. As part of exhibit LL#4, there were photos taken on April 14, 2026 of a pill container, which the Tenant confirmed was his prescription bill box.
54. The Tenant testified that on April 14, 2026 when nothing was heard from the Landlords, he called a plumber (date not given) who attended the unit because the toilet was not flushing at all and needed immediate attention. He stated the plumber's bill for that repair has yet to arrive.
55. For rebuttal evidence, MDL testified the Tenant never told him of any washing machine-valve issue, stating the first time he heard of the issue was on the Tribunals Ontario Portal (TOP) when the Tenant provided disclosure.
56. With regard to the bathroom light switch issue, MDL acknowledged the Tenant's notification of the problem (TT#2), but stated the Tenant ended up not waiting for the Landlords but instead, went about and upgraded the existing light switch with a dimmer switch.
57. With regard to the more recent toilet issue, MDL testified that after the Tenant's April 13, 2026 email was forwarded to him by LLR, he entered the unit on April 14, 2026 with two plumbers. MDL confirmed in cross-examination he did not give notice for the April 14, 2026 entry since he took the Tenant's maintenance issue to be a serious one. Nevertheless, he testified he instructed the plumbers to replace the tank (which was done) and then repair the blockage; they found the blockage in the toilet had been caused by the Tenant's medicine/pill container that was pulled up by the plumbers (LL#4 photos).
58. Having considered the testimonies and documented evidence adduced by the parties, I find that the Landlords breached their maintenance obligations under section 20 of the Act in respect of the washing machine leak and the bathroom light switch problem. As for the toilet issue, which seemed at this hearing to be more focused on the recent blockage (no-flushing possible) than the leaking tank, I do not find any breach of the Landlords' maintenance obligations. My reasons follow below.
59. For the washing machine leak, MDL stated before me that he never knew of any such leak until he saw it in the LTB's TOP. In my view, MDL's statement contradicts the hard evidence of the March 11, 2024 letter by the Tenant (TT#2) and the Landlords' reply letter of March 17, 2024 (LL#3). To me, TT#2 clearly identifies the washing machine leak issue and LL#3 responds specifically to TT#2. All considered, I do not find MDL's testimony of no-knowledge of this maintenance issue to be credible or reliable. Most probably, the

Landlords were aware of the Tenant's complaint but simply took no action on it. This is where the breach lies.

60. Based on the evidence here, I believe the washing machine leak came from a faulty seal at the faucet, which was repaired by the Tenant's plumber. This finding is based on a balance of probabilities... like all findings. Nothing was led into evidence that would show this to be caused by some Tenant negligent or inadvertent misuse. As a result, the responsibility for the resolution of this maintenance problem was the Landlords' all along.
61. Whether or not the Tenant waited thirty days (as set out in his letter, TT#2) before taking matters into his own hands is of minor relevance in my view. A landlord's reaction to address/repair a maintenance problem must be both reasonable and timely, neither of which was present here. The Tenant here "waited" 24 days (March 11 to April 5, 2024) before calling a plumber in, and I believe the Tenant was more than fair, considering the Landlords did nothing in that timeframe other than send their March 17, 2024 letter of reply.
62. For the bathroom light switch issue, there was no question the Landlords knew of the flickering/functional problem on March 11, 2024, but took no action to look into the problem. It was not wrong for the Tenant to contact an electrician to repair the light switch on March 28, 2024. This was over 2 weeks of no reasonable action by the Landlords. I find the Landlords breached their maintenance obligation because of this inaction. However, I do agree that the Tenant opted for a repair that gave him an improvement over that which was there before. Accordingly, the remedy to be awarded will be adjusted to account for this.
63. The most recent maintenance problem relating to the toilet tank and blocked toilet (which is what was focused mostly during the hearing), I find the problem has been resolved by the Landlords who were able to have a plumber attend the problem reasonably and timely.
64. T6 Remedies:- The amended T6 contains requests for non-monetary and monetary remedies. In respect of the non-monetary requests, there is no need to order repairs as all outstanding issues at the time of the amended-T6 filing have been resolved. As well, the Tenant requested no increases in rent to be permitted until the repairs were completed, and this too is no longer needed.
65. As for monetary remedies, the Tenant requested an abatement of rent, and reimbursement for the cost of repairs incurred by the Tenant because of the maintenance breaches. I note the Tenant checked off Remedy 2 (costs to repair), Remedy 3 (out-of-pocket expenses) and Remedy 4 (Tenant did the repairs), but they all claim the same amount for the same set of costs to be recovered. t
66. For the findings of maintenance breaches in respect of the washing machine leak and the bathroom light switch problem, I believe that first, an abatement of 10% for the month of March 2024 (the material timeframe for the breaches) for each of the two breaches is to be ordered here. That means a total of 20% or **\$220.20 (\$1,101.00 rent in March 2024 x 20% = \$220.20)** for a T6 abatement is to be ordered.
67. With regard to being reimbursed for costs incurred because the Tenant paid to repair the washing machine leak and the bathroom light switch, I am ordering below the Landlords to

pay \$178.77 (from exhibit TT#3-Thermal Mechanical Systems) and \$265.70 (from exhibit TT#4- White Pine Electric Ltd). For the \$265.70, I halved the material charges for the dimmer itself (\$40.25 x 50%). I did this because the dimmer was an improvement over the on/off basic switch it replaced. Therefore, the labour cost of \$215.00 is added to \$20.13 for the basic on/off switch, plus 13% HST totalling \$265.70.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is **\$2,017.45**. This amount represents:
 - i. \$55.00 for the illegal amount collected/retained respecting a rent overpayment (T1 application);
 - ii. **\$169.28** for a rent abatement in respect of the Landlords' illegal entry (T2 application);
 - iii. **\$1,128.50** for a rent abatement in respect of harassment and substantial interference (T2 application);
 - iv. **\$220.20** for a rent abatement in respect of the Landlords' maintenance breaches (T6 application);
 - v. \$178.77 to reimburse the Tenant for plumbing costs incurred due to the maintenance breach (T6 application); and
 - vi. \$265.70 to reimburse the Tenant for electrician costs incurred due to the maintenance breach (T6 application).
2. The Landlords shall pay the Tenant the full amount of **\$2,017.45** owing by May 31, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by May 31, 2026, the Landlords will owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlords do not pay the Tenant the full amount owing by May 31, 2026, the Tenant may recover this amount by deducting \$500.00 from the rent coming due on June 1, 2026 and similarly by deducting \$500.00 from subsequent monthly rents up to when the full amount owing has been paid by way of this deduction.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. For the duration of the tenancy between the Tenant and Landlords, the Landlords shall not enter the rental unit for inspections, general repairs and other general requirements without first providing the Tenant with lawful, written notice to enter the rental unit as set out in section 27 of the Act. The exceptions to this mandatory requirement of prior notice are set out in section 26 of the Act, and relate to, *inter alia*, cases of emergency or when the Tenant provides consent to the entry.

June 26, 2026
Amended Order Date
Issued

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

Alex Brkic

Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.