Order under Section 69
Residential Tenancies Act, 2006

Citation: DIMITROULIAS v JACKSON, 2026 ONLTB 51963
Date: 2026-07-09
File Number: LTB-L-016807-26

In the matter of: 412, 35 SOUTHSHORE CRES
STONEY CREEK ON L8E0J2

Between: Sandra Dimitroulias — Landlord

And

Hayden Jackson — Tenant

Sandra Dimitroulias (the 'Landlord') applied for an order to terminate the tenancy and evict Hayden Jackson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 7, 2026, and June 19, 2026.

The Landlord and the Tenant attended the hearings. The Landlord was represented by Sidney Sheridan

Determinations:

Arrears of Rent:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The current lawful rent is $1,990.95. It is due on the 1st day of each month. The monthly rent increased to this amount from $1,950.00 on April 1, 2026.
4. Based on the Monthly rent, the daily rent/compensation is $65.46. This amount is calculated as follows: $1,990.95 x 12, divided by 365 days.
5. The Tenant has paid $3,981.93 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026 are $5,890.92.

7. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Tenant did not dispute the arrears of rent owing.

Section 82 Claims:

9. On April 30, 2026, the Tenant filed with the Board and served on the Landlord a list of issues to be raised pursuant to section 82 of the *Residential Tenancies Act, 2006* (the Act), which provides that on an application for arrears of rent, a tenant may raise any issue that could be the subject of an application made by the tenant under the Act.

10. In accordance with subsection 29(2) of the Act, the Board can only award a remedy to the Tenant for an alleged breach of the Act by the Landlord from April 30, 2025 as this is one-year from the date of the Tenant's claims being filed.

11. The Tenant's section 82 claims allege the following:

    - Illegal entry (3 incidents)
    - Dishwasher disrepair
    - Dryer disrepair
    - Toilet disrepair
    - No access to storage locker
    - Bathroom sink drain clogged
    - Front door lock loose
    - Out-of-pocket expenses to replace AC filter.

12. The rental unit is in a condominium. The Landlord owns the single unit in question.

13. The tenancy commenced on or about December 2024.

14. As explained below, I find that the Tenant is entitled to a total rent abatement of $1,750.63. This amount is to be deducted from the arrears of rent.

Illegal Entry:

15. The Tenant's section 82 claims allege that the Landlord and/or an agent of the Landlord illegally entered the rental unit on September 17, 2025, April 22, 2026 and on April 24, 2026.

16. The Tenant testified that on September 17, 2025, around noon he was sleeping and woke up to individuals entering the rental unit. The individuals who entered the unit were contractors who were present to inspect and clean the dryer vent. The Tenant stated that he did not receive prior lawful notice from the Landlord regarding this entry. The Tenant submitted into evidence email correspondence from the Landlord on this date regarding the entry (TT exhibit #1). The emails confirm that the Landlord was aware of the Condominium's contractors entering the unit on this date.

17. The Tenant testified that on April 22, 2026, contractors knocked on the Tenants door because they required entry to the rental unit. The Tenant confirmed that he advised

these individuals on this date that he would not permit entry due to not receiving lawful notice of entry and as such, the contractors left. The Tenant confirmed that no entry was committed by the Landlord's agents on this date.

18. The Tenant testified that on April 24, 2026, at approximately noon, contractors entered the unit while the Tenant was getting changed to conduct waterproofing work on the balcony door in the rental unit. The Tenant submitted into evidence an email sent from the Condominium Manager at 9:17am on the same day advising that contractors would enter the unit (TT exhibit #2). The email confirms that the Landlord was cc'd on this email and that no specific time of entry was stated on the email.

19. The Landlord does not dispute that management for the Condominium entered the rental unit on September 17, 2025 and April 24, 2026, but takes the position that they themselves did not enter the rental unit and that the scheduled entries, including the notices served were the actions of the Condominium management.

20. The Landlord confirmed however that they were advised of both entries prior to Condominium staff entering the rental unit and that no steps were taken nor were any directions given for the Condo management to give a notice of entry that complies with the RTA.

21. Based on the evidence and submissions before the Board, I find that the Landlord has breached subsection 29(1) 6. of the Act and that the Tenant's rental unit was illegally entered on September 17,2025 and on April 26, 2026. I do not find however that there was an illegal entry on April 22, 2026.

22. The Tenant's own testimony confirms that although contractors attempted to enter the rental unit on April 22, 2026, that no such entry was committed and that the contractors left at the request of the Tenant when they knocked on the front entrance door.

23. With respect to the September 17, 2025 and April 26, 2026 incidents, although I accept that the notices served and actual entries were committed by the Condominium management and not the Landlord, the evidence and submissions before the Board confirms that the Landlord was aware of this conduct and took no steps to ensure that the Condo corp. was in compliance with the Act.

24. A Landlord who owns and rents out their units in a Condominium must undertake reasonable efforts to ensure that the actions of the Condominium Corp. follow the statutory requirements of the RTA. The Landlord led no evidence to suggest that they advised the Condo Corp. of the defective / invalid notices of entries or that reasonable efforts were taken to reschedule the unit entries to ensure that proper notice was served in accordance with the Act.

25. The evidence before the Board is clear that both notices of entry do not comply with the requirements of subsections 27(1) or 27(3) of the Act. The notice given for the September 17, 2025 entry does not include an exact date or time of entry and the notice served for the April 24, 2026 entry was served with less than 24 hours written notice.

26. There was also no evidence before the Board to suggest that the Tenant consented to entry on these dates or that the reasons for the entry suggested that there was an emergency that required no notice of entry.

27. As such, the Tenant is entitled to a remedy for the two illegal entries.

28. In *Wrona v. Toronto Community Housing Corporation (January 24, 2007) Toronto Docket No. 374/06, [2007] O.J. No. 423* (Div.Ct.) the Divisional Court replaced the decision of the Board and granted the tenant an abatement of $1,000.00 for a single illegal entry. I do not consider that, by granting an abatement of $1,000.00 in *Wrona*, the Divisional Court was setting a minimum amount that should be ordered in all cases of illegal entry. While that award is a factor in the assessment of a reasonable abatement, what is reasonable will be a decision based upon the particular facts and circumstances before the Board.

29. In *Wrona* the Court found that there had been at least one previous application brought to the Tribunal by the tenant about the same issue. In other words, there was a history of dispute between the parties about what constituted a legal entry. Here there was no prior tenant application between the parties prior to filing this application.

30. In this case and in assessing the impact the Landlord's breach had on the Tenant, I find that the Tenant is entitled to a lumpsum rent abatement of $500.00 for the two illegal entries that occurred on September 17, 2025 and April 24, 2026. This amount consists of a $250.00 abatement per illegal entry. The evidence before the Board is that although the Landlord had been in breach of the Act, that the entries were for a brief period and had a limited impact on the Tenant's overall use and enjoyment of the rental unit.

Dishwasher:

31. The Tenant testified that he experienced concerns with the dishwasher not properly working / cleaning the dishes. The Tenant confirmed that the dishwasher was replaced on or about September 30, 2025.

32. The only documentary evidence led by the Tenant with respect to putting the Landlord on notice of this issue was an email dated September 4 & 8, 2025 (TT exhibit #3).

33. The Landlord took the position that they were not advised of this maintenance issue until September 4, 2025. Prior to replacing the dishwasher on September 30, 2025, the Landlord inspected and attempted to repair the dishwasher on September 12, 2025, but were unsuccessful.

34. The Landlord submitted into evidence photographs from the September 12, 2025, inspection confirming that the dishwasher filter was clogged with food build up, paper towels and lid from a can of food (LL exhibit #1).

35. The Landlord confirmed that a new dishwasher was order shortly after the September 12, 2025 inspection and was installed on September 30, 2025. Since September 30, 2025, the Landlord has received no further complaints from the Tenant regarding the dishwasher.

36. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached their section 20 maintenance obligations under the Act.

37. The evidence before the Board suggests that the Landlord was advised of concerns with the dishwasher in early September 2025 and that the issue was rectified within a reasonable period. The Tenant ultimately led insufficient evidence to suggest that this maintenance concern was put on notice to the Landlord at the commencement of the tenancy as alleged in his oral testimony. The Landlord disputed this allegation, and no written correspondence was submitted into evidence prior to the email sent on September 4, 2025.

38. 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.

39. As such, this portion of the Tenant's section 82 claim is denied.

Dryer:

40. The Tenant testified that his dryer appliance had issues since the commencement of the tenancy and that his clothes were not drying. The Tenant agreed that the issue was repaired in late September 2025 and that the maintenance concern was due to excess lint buildup.

41. The Tenant entered into evidence email correspondence between himself and the Landlord dated September 17, 2025 discussing the dryer issue (TT exhibit #4).

42. The Landlord testified that they were not advised about concerns of the dryer until September 4, 2025. The Landlord stated that she inspected the dryer on September 12, 2025 and observed that the lint filter was clogged and required cleaning.

43. The Landlord confirmed that duct cleaning was completed towards the end of September 2025, which required the dryer to be temporarily disconnected. The Landlord stated that on September 30, 2025 the dryer was reconnected and that no further complaints were received from the Tenant with respect to the dryer not properly functioning.

44. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached their section 20 maintenance obligations under the Act.

45. The evidence before the Board suggests that the Landlord was advised of concerns with the dishwasher in early September 2025 and that the issue was rectified within a reasonable period. The Tenant ultimately led insufficient evidence to suggest that this maintenance concern was put on notice to the Landlord at the commencement of the tenancy as alleged in his oral testimony. The Landlord disputed this allegation, and no written correspondence was submitted into evidence prior to the email sent in September 2025.

46. As such, this portion of the Tenant's section 82 claim is denied.

Toilet:

47. The Tenant testified that from the commencement of the tenancy, he experienced issues with his toilet constantly running and overflowing when flushed. The Tenant stated that he and his father purchased a new toilet flapper in the summer months of 2025 but decided not to do the repairs themselves out of fear of being held responsible for additional damages.

48. The Tenant submitted into evidence email correspondence with the Landlord confirming that the issue was first reported on December 28, 2024 and that the Tenant was still expressing concerns with the toilet as of September 22, 2025 (TT exhibit #5).

49. The parties agreed that the toilet was replaced on or about September 29, 2025 and that no further concerns have been reported by the Tenant.

50. The Landlord did not dispute that the Tenant advised the Landlord of the concerns with the toilet at the commencement of the tenancy, but stated that the repairs/replacement was delayed due to the Tenant and their father advising in June 2025 that they would be repairing the toilet themselves and due to the Tenant communicating with the Landlord initially in a vulgar and aggressive manner.

51. The Landlord submitted into evidence an email sent to the Tenant on June 17, 2025 confirming that such discussions took place with respect to the toilet flapper (LL exhibit #2).

52. Based on the evidence and submissions before the Board, I find that the Landlord has breached their maintenance obligations under the Act with respect to the disrepair of the toilet in the rental unit.

53. The evidence before the Board is clear that the Tenant advised the Landlord of this concern at the commencement of the tenancy and that the Landlord took no real steps to address the concern themselves until September 2025 (nine months later). Although I accept the Landlord's testimony that in June 2025 that the Tenant advised that he would repair the issue himself, there was no evidence presented by the Landlord to suggest that from December 2024 to June 2025 that the Landlord made reasonable efforts to rectify the issue despite being put on notice of the problem from the Tenant.

54. The Tenant requests a 15% rent abatement for the period that the toilet was in a state of disrepair. As stated above, in accordance with subsection 29(2) of the Act, the Board can only award an abatement of rent from April 30, 2025.

55. An abatement of rent for maintenance breaches is a contractual remedy designed to address the idea that tenants are paying for a bundle of goods and services and if they do not receive everything they are paying for, the rent should be abated in an amount proportional to the difference between what is being paid for and what is being received.

56. Based on the evidence and submissions before the Board, I find that the Tenant is entitled to a total rent abatement of $972.30. This amount represents a 10% rent abatement for the period of April 30, 2025 to September 29, 2025. In making this finding, I am considering the fact that the rental unit only consists of one toilet and although the toilet

was in a state of disrepair, the toilet was ultimately functional to an extent. As such I find that a 10% rent abatement is appropriate.

Access to Storage Locker:

57. The Tenant testified that from the commencement of his tenancy until March 13, 2026, he did not have access to the storage locker assigned to the rental unit and located in the common area of the condominium. The Tenant stated that at the time he moved into the unit, another individual's lock was placed on his designated locker and that the Landlord orally stated that the prior tenant may have some of their belongings in the locker.

58. The Tenant confirmed at the hearing that he did not bring this concern to the Landlord's attention until February 4, 2026.

59. The Landlord disputes that she was aware of the Tenant's storage locker having another individuals lock on it and further disputed that she advised the Tenant that the prior tenants belongings were still present in the locker.

60. The Landlord confirmed that she was first advised of this concern February 4, 2026 and stated that immediately following this she contacted the Condominium management who investigated the issue and confirmed that another resident was using the Tenant's locker.

61. The Landlord submitted into evidence an email sent to the Condo Corp on February 5, 2026 advising of the Tenant's concerns (LL exhibit #3) and an email dated February 8, 2026 from the Condo Corp advising that they were investigating the Tenant's concern (LL exhibit #4).

62. The Landlord agreed that the Tenant was given full access to his locker on or about March 13, 2026.

63. Based on the evidence and submissions before the Board, I am not satisfied on a balance of probabilities that the Landlord has substantially interfered with the Tenant's reasonable enjoyment of the residential complex or that the Landlord deliberately withheld access to the storage locker.

64. The evidence before the Board is clear that the Tenant did not raise this concern with the Landlord for over 13 months. The Landlord also disputed that she was aware of this concern at the commencement of the tenancy. The evidence is further clear that once the Tenant finally brought this concern to the Landlord's attention, that the Landlord took immediate steps to resolve the issue.

65. As such, this portion of the Tenant's section 82 claim is denied.

Bathroom Sink:

66. The Tenant testified that from the date the tenancy commenced, the bathroom sink was clogged and would poorly drain. The Tenant stated that he advised the Landlord of this concern verbally at the commencement of the tenancy.

67. The Tenant submitted into evidence email correspondence dated June 17, 2025 and on September 4, 2025 advising the Landlord that the bathroom sink was still draining poorly (TT exhibit #6).

68. The parties agree that this issue was rectified on September 12, 2025.

69. The Landlord testified that they were first advised of the concerns with the bathroom sink on or about June 17, 2025 during a unit inspection. The Landlord confirmed that the kitchen sink was unclogged on September 12, 2025 and stated that the delay in completing this work was due to the Tenant and their father stating that they would repair this issue themselves.

70. Based on the evidence and submissions before the Board, I find that the Landlord has breached their maintenance obligations under the Act with respect to the bathroom sink.

71. The evidence before the Board confirms that the Landlord was advised of this concern in June 2025 and that it was not repaired for a period of three months. The evidence also suggests that the repairs required were minor and could have been completed promptly. I do not accept the Landlord's argument for the delay in conducting the repairs. Although the Tenant and/or their father may have stated that they would conduct the repairs themselves, under the Act, the duty maintain the rental unit is that of the Landlord.

72. I also do not accept the Tenant's claim that this issue was ongoing since the commencement of the tenancy as there was insufficient evidence to confirm that the Landlord was out on notice of or aware of this concern prior to the June 17, 2025 email.

73. The Tenant requests a 15% rent abatement for the period that the bathroom sink was in a state of disrepair.

74. Based on the evidence and submissions before the Board, I find that the Tenant is entitled to a total rent abatement of $278.33. This amount represents a 5% rent abatement for the period of June 17, 2025 to September 12, 2025. I find that the disrepair was minor and that it did not have a substantial impact on the Tenant's overall use of the rental unit.

Front Door Lock:

75. The Tenant testified that the handle / lock to the front entrance door was loose from the commencement of the tenancy. The Tenant confirmed that the door would still close and lock when used.

76. The Tenant agreed that this concern was only brought to the Landlord's attention around June 2025. The Tenant further agreed that the Landlord tightened the screws on the lock on September 12, 2025 but stated that the lock became loose again shortly afterwards and that the Landlord was not put on notice of the issue again until February 2026.

77. The Tenant confirmed that this maintenance issue was fully rectified in February 2026.

78. The Landlord did not dispute the Tenant's testimony on this alleged maintenance issue.

79. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached their maintenance obligations under the Act with respect to the

front door handle / lock. The evidence before the Board suggests that the device was functional and simply needed to be tightened. The maintenance concern was minor and did not affect the overall use of the door handle / lock and was further promptly repaired by the Landlord when advised of the Tenant's concerns.

80. As such, this portion of the Tenant's section 82 claim is denied.

Replacement of AC Filter:

81. The Tenant's section 82 claim requests reimbursement for purchasing a filter for the air conditioner. At the second hearing date, the Tenant confirmed that the Landlord had reimbursed the amounts claimed and therefore, this portion of the section 82 claim was withdrawn.

Relief From Eviction:

82. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

83. After applying the rent abatement the Tenant is entitled to, the total arrears and costs owing to June 30, 2026 are $4,325.37.

84. The Tenant testified that the arrears of rent accrued because he was laid off from his employment in February 2026. The Tenant's income is approximately $2,400.00 and is paid through Employment Insurance (EI). The Tenant is also receiving financial assistance from his family.

85. The Tenant stated that he is actively searching for new employment, but as of the second hearing date has not secured full-time work.

86. The Tenant proposed a repayment plan in which he would pay his monthly rent on time, plus an additional $200.00 per month. The Tenant has also applied for a rent relief program that may grant the Tenant a $3,000.00 loan.

87. The Landlord opposed the repayment plan stating that as a result of the Tenant's non-payment, she herself had to take out a loan to assist with paying the mortgage on the rental unit.

88. Based on the evidence and submissions before me, I find that the Tenant's proposed repayment plan would not be unfair and is further viable given the Tenant's current income.

89. The arrears are not substantial and accrued as a result of the Tenant experiencing some unforeseen hardship. The Tenant has also made good faith payments to the Landlord since the application was filed by paying the May and June 2026 rent in full and on time.

90. As such, the tenancy will continue by way of a conditional order to allow the Tenant to pay the arrears in full.

91. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The Tenant shall pay to the Landlord $4,325.37 for arrears of rent and costs owing up to June 30, 2026, less the abatement of rent that the Tenant is entitled to.

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

    a) $200.00 on or before the 15th day of each month from July 15, 2026 to March 15, 2028.

    b) $125.37 on or before April 15, 2028.

3. The Tenant shall also pay to the Landlord the monthly rent for July 2025 on or before July 15, 2026 and any new rent on time and in full as it comes due and owing for the period August 2026 to April 2028.

4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after June 30, 2026.

July 9, 2026
Date Issued

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Fabio Quattrociocchi
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.