Landlord and Tenant Board

Order under Section 31 RECEIVED SEP 2 8 2007
Residential Tenancies Act, 2006

File Number: TST-00183

In the matter of: 802, 330 Spadina Rd
Toronto ON M5R 2V9

Between: Elliot Feder — Tenant

and

First Ontario Realty Corp — Landlord

Elliot Feder (the 'Tenant') applied for an order determining that First Ontario Realty Corp (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household and withheld or deliberately interfered with the reasonable supply of a vital service, care service, or food that the Landlord is obligated to supply under the tenancy agreement.

This application was heard in Toronto on September 24, 2007.

The Tenant and the Landlord attended the hearing. The Landlord was represented by Joe Hoffer and called one witness, Paul Melady ('Landlord's Witness').

Determinations:

1. The primary issue raised in the Tenant's application concerns the disturbance he has experienced as a result of on-going repair to the balconies of the residential complex. However, the application also raises issues with respect to: the Tenant's dishwasher; heat in the rental unit; rent increases and interest owing on the last month's rent deposit.

The Dishwasher Incident

2. Sometime in March, 2007 the Tenant's dishwasher needed repair. The Landlord sent a contractor to look at the dishwasher to ascertain the nature of the repair needed. According to the Landlord's Witness, the contractor reported to him that the dishwasher may have been malfunctioning because of abuse by the Tenant. As a result, the Landlord's Witness requested a written report from the contractor which he stated he never received. After the contractor examined the dishwasher the Tenant sent a number of faxes to the Landlord asking when the dishwasher would be repaired. On March 29, 2007, the Landlord wrote back stating: "The appliance technician flagged the repair to your dishwasher as being due to abuse – we have requested a written report and will forward upon receipt. The repair has been ordered and will happen shortly – the cost is approximately $200.00 in parts and labour." It was the testimony of the Landlord's