CITATION: Chua v. Spectralab Consulting Inc., 2026 ONSC 6447
COURT FILE NO.: CV-23-00002357-0000
DATE: 20261116

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	
LORNA CHUA and KWON PENG CHUA, by his litigation guardian, LORNA CHUA Plaintiffs/Defendants by Counterclaim	William Doodnauth, for the Plaintiffs/Defendants by Counterclaim
– and –	
SPECTRALAB CONSULTING INC., CHRIS SUN, JIYOU SUN ALSO KNOWN AS MAGGIE SUN and JACK SUN Defendants/Plaintiffs by Counterclaim	Paul H. Starkman and Calvin Zhang, for the Defendants/Plaintiffs by Counterclaim
AND BETWEEN:	
SPECTRALAB CONSULTING INC. Plaintiff by Counterclaim	Paul H. Starkman and Calvin Zhang, for the Plaintiff by Counterclaim
– and –	
LORNA CHUA and BING RANG CHUA, also known as MATTHEW CHUA Defendants by Counterclaim	William Doodnauth, for the Defendants by Counterclaim
	HEARD: September 23, 2026

REASONS FOR DECISION

DE SA J.:

Overview

[1] This is a motion for summary judgment brought by the Defendants, Spectralab Consulting Inc. (collectively, "Spectralab" or the "Landlord") for judgment on its Counterclaim for outstanding rent.

[2] The Plaintiffs (the "Tenants") have also brought a motion for summary judgment seeking judgment for damages relating to their occupation of the premises.

[3] The Landlord takes the position that there is no genuine issue requiring a trial. The Tenants have breached their obligations under the *Residential Tenancies Act*, 2006, S.O. 2006, c. 17 by failing to pay rent and withholding rent as a self-remedy, which is prohibited by law.

[4] The Landlord also submits that the Tenants' Action is an abuse and was commenced by the Tenants just five days after the Landlord served a notice to terminate the tenancy as a means to delay their eviction.

[5] The Landlord asks that the Tenants' Action be dismissed and seeks an order for the arrears of rent, termination of the tenancy, a writ of possession, and costs.

[6] I agree with the Landlord that the Tenants' Action is without merit and is simply directed at delaying the eviction process. In light of its frivolous and vexatious nature, the Tenants' Action is dismissed.

[7] With respect to the Landlord's Action, I am satisfied that summary judgment is warranted.

[8] The reasons for my decision are outlined below.

Summary of Facts

The Tenancy and Repeated Failure to Pay Rent

[9] On April 10, 2019, Spectralab (the Landlord) entered into a two-year lease agreement with Lorna Chua as Tenant for 66 Fawnbrook Circle, Markham (the "Property"). The lease term ended on March 31, 2021.

[10] The lease was for a term of 24 months with a monthly rent of $2,980.

[11] In December 2019, Ms. Chua expressed an interest in purchasing the Property.

[12] The Defendants advised Ms. Chua the Property was not for sale and would be used for family accommodation upon the end of the lease term which was March 31, 2021.

[13] In March 2021, Spectralab reminded Ms. Chu of the end date of the lease and further advised Ms. Chua that she could stay at the Property until May 2021 as a courtesy to assist with relocating.

[14] After May 2021, Ms. Chua did not move out of the Property with the explanation that the Pandemic was delaying her efforts to find a new location and promised to vacate once the lockdown was over.

[15] In May 2021, Spectralab issued a Notice to End dated May 2, 2021 because a purchaser or family member required the Property.

[16] On May 18, 2023, the Defendant served a Notice to End Tenancy for Non-payment of rent which provided formal notification to Ms. Chua that rent was owed and if arrears were not paid by June 1, 2023, the Defendant would apply to the LTB for an eviction order.

[17] In response to the May 18, 2023 Notice to End, the Tenants commenced their action on May 23, 2023.

[18] The Tenants have remained in the Property since 2019 and have failed to pay rent since 2023 which as of September 17, 2026, amounts to $129,306.98 in outstanding rental payments.

[19] During the period of the lease, Ms. Chua also paid rent late and made unilateral deductions for alleged repairs.

Analysis

Jurisdiction

[20] Spectralab's claim for rent arrears exceeds the monetary jurisdiction of the Landlord and Tenant Board ("LTB"), which is currently $50,000. Section 207(2) of the RTA expressly permits a party to commence a proceeding in the Superior Court of Justice in such circumstances. This Court may exercise any powers the LTB could have exercised: *Residential Tenancies Act*, 2006, S.O. 2006, c. 17, s. 207(2).; *Jensen v. Johnson,* 2022 ONSC 4303, at paras. 29-30.

The Test for Summary Judgment

[21] The Court shall grant summary judgment where there is no genuine issue requiring a trial. As the jurisprudence makes clear, a responding party may not rest on the allegations in their pleadings but must put their "best foot forward" and present specific facts and evidence showing that there is a genuine issue for trial. The court may weigh evidence, evaluate credibility, and draw reasonable inferences to determine if a trial is necessary; *Hryniak v. Mauldin*, 2014 SCC 7, [2014] 1 SCR 87, at para. 49; *Sweda Farms Ltd. v. Egg Farmers of Ontario,* 2014 ONSC 1200, at para. 26.

[22] In this case, the Tenants have filed a Claim for damages in excess of $5,000,000 asserting that the Landlord has failed to maintain the premises despite receiving rents exceeding $180,000. According to Tenants, the issues with the Premises include:

a. Toxic mould

b. Collapsed HVAC

c. Missing ventilation

d. No bathroom exhaust

e. Unsafe plumbing

f. Severe water damage

g. Unusable bathroom and kitchen

h. Unsafe laundry

i. Air quality concerns

j. Rusted pipes

[23] The Tenants maintain that the exposure to mould and unsafe conditions have caused numerous health issues, including asthma, respiratory problems, fungal infections, neurological symptoms and emotional trauma.

[24] The Plaintiffs submit that the kitchen became unusable from severe black mould, infestation and rusted plumbing forcing Ms. Chua to use the laundry sink for cooking and washing.

[25] Ms. Chua also claims that because of the mould contamination, nearly all her belongings including furniture and clothing have been affected.

[26] On the motion, Ms. Chua has sought $476,000 to enable her to obtain replacement furniture/clothing and relocate from the premises.

[27] In response, the Defendants take the position that the Tenants have failed to provide any credible evidence to support their claim that the Property is "uninhabitable" or a "toxic property".

[28] The Landlord has filed evidence indicating its efforts to respond to maintenance requests. The City of Markham conducted a full interior and exterior inspection on July 12, 2023 (shortly after the commencement of the Action). The Building Inspector, Alex Spasewski, concluded: "I did not note any unsafe building condition and that the issues at the property were as a result of a general lack of maintenance." The City took no further action.

[29] The Tenants have not provided any expert reports linking their purported heath issues to the Property. The reports filed by the Plaintiffs do not demonstrate that the Property is uninhabitable or a "toxic property". At best, they reflect a lack of maintenance.

[30] The Tenants' Action was commenced by the Tenants just five days after the Landlord served a notice to terminate the tenancy for nonpayment of rent on May 18, 2023. The Plaintiffs refuse to leave the Property despite being given Notice over 5 years ago. Ms. Chua has also acknowledged that she cannot and has no intention of paying the rent.

[31] I agree with the Landlord that the Tenants' decision to withhold rent and deduct amounts for unauthorized repairs is a fundamental breach of the tenancy agreement and the RTA. The scheme of the RTA requires tenants to pay rent as it falls due. A tenant cannot unilaterally grant themselves a rent abatement or deduct expenses from rent. The proper recourse is to file an application at the LTB; *Shearer v. Oz*, 2024 ONSC 1723 (Div. Ct.), at paras. 3, 15.

[32] I am satisfied that based on ss. 59 and 69 of the *RTA*, an order terminating the Plaintiffs' tenancy and evicting them from the Property should be made.

[33] Having regard to the history, and the evidence filed, I agree with the Landlord that the Tenants' Action was brought solely for the purpose of delaying eviction and evading the payment of rent.

[34] On the basis of the record before me, I am prepared to grant summary judgment in favour of Spectralab for the rent outstanding.

[35] While I find that Spectralab is entitled to the outstanding rent, I would provide a partial abatement in the rent owed to address any deficiencies in the state of the Property while the Tenants were occupying it.

[36] In *Taft v. Whitesands Apartments*, [2009] O.J. No. 3198 (Ont. Gen. Div.), at para. 21, the Divisional Court confirmed that, "[t]he amount of the abatement should reflect the seriousness of the interference with the tenants' enjoyment of their unit." Similarly, in *Tagwerker v. Zaidan Realty Corp,* (1991) 5 O.R. (3d) 129 (Ont. Gen. Div.) the court stated:

> There is no magic formula for making that determination [as to quantum], and the only thing that may be gleaned from the decided cases is that each case must be determined based on its unique facts; where the failure of the landlord is substantial the abatement should be substantial, and where the failure is insubstantial the amount of the abatement may be nominal. Naturally, there is a broad spectrum between those two extremes. As I have intimated before there is no doubt on the evidence in this application that the landlord's non-compliance with the requirements of s. 96 is substantial. Accordingly, the amount of the abatement should reflect the gravity of the landlord's failure and its obvious impact on the diminution of the aggregate benefits bargained for by the tenants. [Emphasis added]

[37] In the circumstances here, I will grant a 30% abatement on the rent (reduction of $38,792.09).

[38] Judgment is ordered in favor of Spectralab for outstanding rent in the amount of $90,51489.

[39] The tenancy between the Landlord and Tenants is hereby terminated.

[40] The Tenants shall vacate the Property by December 7, 2026.

[41] The Tenants' Action is dismissed.

[42] If the Tenants fail to vacate the Property by December 7, 2026, the Sheriff is hereby directed to give vacant possession of the Property to the Landlord or its authorized agent on December 7, 2026.

[43] I will receive submissions on costs from the Landlord within 3 weeks of the release of this decision. The Tenants have two weeks thereafter to respond.



Justice C.F. de Sa

Released: November 16, 2026

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