



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

Citation: Bleich v Frater, 2025 ONLTB 96548

Date: 2026-01-05

File Number: LTB-T-073572-25

In the matter of: Basement, 220 Parrott Drive
Belleville Ontario K8N4N9

Between: Kyle Bleich
Matthew Osak
Tenants

And

Melinda Frater
Landlord

T1 Application

Kyle Bleich and Matthew Osak (the 'Tenants') applied for an order determining that Melinda Frater (the 'Landlord') collected or retained money illegally.

T2 Application

Kyle Bleich and Matthew Osak (the 'Tenants') applied for an order determining that Melinda Frater (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenants replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.

T6 Application

Kyle Bleich and Matthew Osak (the 'Tenants') applied for an order determining that Melinda Frater (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 December 11, 2025. The Tenants and the Landlord attended the hearing. The Tenants declined Tenant Duty Counsel and mediation services before their hearing.

Determinations:

1. As explained below, on a balance of probabilities, the Tenants did not prove the allegations contained in their T1, T2, and T6 applications. Therefore, the Tenants' T1, T2, and T6 applications must be dismissed.

T1 Application

2. On September 22, 2025, the Tenants applied to the Board, pursuant to s. 135(1) of the *Residential Tenancies Act, 2006* (the 'Act'), with a T1 application (T1) alleging that the Landlord charged them an illegal monthly rent of \$1,075.00 from September 1, 2024 to April 30, 2025.
3. The Tenants filed this application within one-year of the date that the alleged illegal rent was collected from October 1, 2024 to April 30, 2025, pursuant to s. 135(4) of the Act. Therefore, these allegations will be considered; however, the rent collected on September 1, 2024, falls outside the one-year time limitation, and therefore will not be considered.

Tenants' Evidence

4. The Tenants testified that in mid-March 2024 they agreed with the Landlord to rent one bedroom and a washroom in the basement of the residential complex, to include a shared kitchen and living room. They noted however that on March 27, 2024, during a meeting with the Landlord, they believed that the entire basement would be available for their sole exclusive use, including the second bedroom and the second washroom. The Tenants acknowledged that the Landlord had advised them that another tenant would eventually be moving into the second bedroom with exclusive use of the second washroom.
5. The Tenants testified that they moved into the basement on April 14, 2024, and they used all of the basement until September 1, 2024, when other tenants moved into the second bedroom and used the second washroom until the end of April 2025, when these tenants moved out. The Tenants stated that they accepted the other tenants' use of the second bedroom and the second washroom, but when another tenant moved into the second bedroom in June 2025, the shared living arrangements with that tenant in the basement did not work out, and they advised the Landlord accordingly. They noted that the second tenant moved out a month later.
6. The Tenants stated that they signed a tenancy agreement with the Landlord on September 15, 2024, five months after the start of their tenancy on April 15, 2024. They remarked that the written tenancy agreement lists the unit as the *basement unit*, and nothing else. The Tenants submitted a copy of this tenancy agreement.
7. The Tenants asserted that they believed they were renting the entire basement, but from September 1, 2024 to April 30, 2025, they had to share their basement unit with other tenants, and therefore the monthly rent of \$1,075.00 for the entire basement was an illegal rent.

Landlord's Evidence

8. The Landlord testified that the residential complex is a single detached side-split dwelling, with a rental unit on the main and upper floors with the front door for its access, and two rental units in the basement with a rear door for their access. The basement includes the ground floor and the below grade floor with two bedrooms and a separate washroom for each bedroom, and a shared kitchen, living room and laundry room.
9. The Landlord stated that she met with the Tenants on March 27, 2024, and on that date the Tenants agreed to rent one bedroom and one washroom in the basement with a monthly rent of \$1,075.00, and that this rental included the use of a common area shared kitchen, living room, and laundry room. The Landlord confirmed that the Tenants moved into their unit on April 14, 2025, and from that date to end August 2024 there were no tenants in the second bedroom.
10. The Landlord testified further that from September 1, 2024 to April 30, 2025, other tenants moved into the second basement bedroom, and the Tenants had no issue with these tenants. However, another tenant moved into the second bedroom for the month of June 2025, and it was after this tenancy that the Tenants started complaining about the rental of the second basement bedroom and second basement washroom.
11. The Landlord acknowledged that the written tenancy agreement with the Tenants was signed on September 15, 2024, five months after the start of their tenancy on April 15, 2024. The Landlord also acknowledged and that the unit was listed as the *basement unit* in the tenancy agreement; however, the Tenants understood in March 2024 before they moved into the unit on April 14, 2024, that the rent included exclusive use of only one bedroom and a washroom in the basement, with the basement kitchen, living room, and laundry room being shared common areas. The Landlord confirmed that the written tenancy agreement, as a result of her error, did not include these specific unit details.

Analysis

12. On the basis of the evidence provided, I am satisfied that the unit includes exclusive use of only one bedroom and a washroom in the basement, with the basement kitchen, living room, and laundry room being shared common areas. I accept that the written tenancy agreement does not list these unit specifics; however, I am satisfied that in March 2024 the parties agreed that the Tenants would rent one bedroom and one washroom in the basement with a monthly rent of \$1,075.00, and that this rent included the use of a common area shared kitchen, living room, and laundry room. The parties' verbal and written tenancy agreement both identify that the monthly rent is \$1,075.00.
13. I am also satisfied that the Tenants accepted these tenancy terms when tenants moved into the second bedroom and washroom in the basement from September 1, 2024 to April 30, 2025. During this 8-month period the Tenants did not object to the Landlord's rental of the second bedroom and washroom in the basement, nor did they object to the shared use of the basement common areas with these tenants. I therefore find that the Tenants understood and accepted the terms of their tenancy, as agreed to in March 2024 before they moved into the unit, and that these terms included: the exclusive use of one basement bedroom and washroom; the shared use of the basement kitchen, living room

and laundry room; and that the second basement bedroom and washroom, and the garage, were not part of their tenancy agreement.

14. I am satisfied that the basement of the residential complex was operated as a rooming house before the start of the tenancy, and continued to be operated as a rooming house during the tenancy.
15. Accordingly, for the reasons provided in paragraphs 12 to 14, I find that the lawful monthly rent is \$1,075.00, and that the Landlord did not illegally collect \$1,075.00 from the Tenants from September 1, 2024 to the day of this hearing. The Tenants' request for remedies, pursuant to s. 135 of the Act, will therefore not be considered.

T2 Application

16. On September 22, 2025, the Tenants filed a T2 application (T2) pursuant to s. 29(1) of the Act alleging the Landlord:
 - a) Illegally entered the unit on multiple occasions, to include the kitchen, living room, and the garage, from May 18, 2024 onwards;
 - b) Installed a lock on the second basement bedroom in August 2024 without providing the Tenants with a key; and
 - c) Substantially interfered with the Tenants' reasonable enjoyment of their unit by entering common areas of the basement and the shared use garage from May 18, 2024 onwards, without any notification.
17. Only the allegations listed in paragraph 16 above that fall within the period from September 22, 2024 to September 22, 2025, pursuant to s. 29(2) of the Act, will be considered.

Illegal Entries

18. The Tenants testified that from September 22, 2024, on multiple occasions and normally twice per week, the Landlord would enter the basement kitchen, living room, laundry room, hallways, or the garage without notification. The Tenants stated that the Landlord agreed to share the use of the garage, and provided them with access to the garage.
19. The Landlord testified that she occasionally entered common areas of the basement, to include the kitchen, living room, hallways, laundry room, and the garage, to resolve tenancy and maintenance issues. The Landlord remarked that the use of the garage by the Tenants was not part of the tenancy agreement; however, she allowed them to use it as a common/shared area. The Landlord asserted that the Tenants only had exclusive use of one basement bedroom and one washroom; therefore, she was not required to provide 24 hour written notice to attend common areas of the residential complex. The Landlord noted that as a courtesy to the Tenants, she normally provided the Tenants with a text message to advise them in advance of her visits to the common areas of the residential complex.
20. As per the Board's *Interpretation Guideline 6 – Tenant Rights*:

A landlord does not need to serve the tenant with a notice of entry to enter common areas like hallways in apartment buildings or kitchens in rooming houses.

21. As provided in paragraphs 12 through 14 above, the basement kitchen, living room, laundry room, hallways, and the garage are all common shared areas of the rooming house residential complex. Accordingly, I find that the Landlord was not required to provide the Tenants with 24 hours written notice before attending these common areas, and therefore, the Landlord did not breach s. 25 of the Act.

Bedroom Lock Installed

22. The Tenants testified that in August 2024 the Landlord installed a lock on the second bedroom in the basement without providing them with a key.
23. The Landlord testified that in September 2024 she installed a lock on the second basement bedroom door, given that the room was rented to new tenants. She confirmed that she did not give the Tenants a key for this lock given that it was not their room, but rather it was a room to be used exclusively by other tenants.
24. As provided in paragraphs 12 through 14 above, the second bedroom in the basement and the second washroom were not a part of the Tenants' unit, as agreed to by the parties. Accordingly, I find that the Landlord was not required to provide the Tenants with access to the second bedroom, or a key for the lock on the second bedroom door. I am therefore satisfied that the Landlord did not breach s. 24 of the Act.

Substantial Interference through Unit Entries

25. The evidence for this matter is provided in paragraphs 18 and 19.
26. On the basis of the evidence provided, I find that the Landlord did not substantially interfere with the Tenants' reasonable enjoyment of their rental unit by entering common areas of the rooming house residential complex without prior notification. As provided in paragraphs 20 and 21, the Landlord's entries were lawful. I accept that the Landlord has an obligation to attend common areas of the residential complex to fulfill her maintenance obligations pursuant to s. 20(1) of the Act. For these reasons, I find that the Landlord did not breach s. 22 of the Act with respect to these entries.

T6 Application

27. On September 22, 2025, the Tenants filed a T6 application (T6) alleging that the Landlord failed to satisfy her maintenance obligations under the Act, by failing to remedy plumbing issues as follows:
- a) From April 2024 to the day of the hearing the shower on the ground floor by the garage has not drained properly.
 - b) From August 10, 2024, to the day of the hearing, the basement floor drain, shower, kitchen sink, and toilet have not drained and flushed properly.

28. Although these alleged maintenance issues started more than a year before the Tenants filed their T6 application, the Tenants allege that these issues remain ongoing to the day of the hearing. I therefore find that these allegations can be considered, pursuant to s. 29(2) of the Act.
29. Section 20 of the Act holds the landlord responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing, and maintenance standards.
30. In *Onyskiw v. CJM Property Management*, 2016 ONCA 477 (CanLII), the Court of Appeal determined that a contextual approach should be adopted when considering a landlord's potential breach of subsection 20(1) of the Act, and a breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances.

Ground Floor Shower

31. The Tenants testified that the shower on the ground floor by the garage drained slowly starting in April 2024. They remarked that they immediately advised the Landlord about the issue, and in June 2024 a plumber arrived and resolved the problem. The Tenants testified further that in July 2024 the shower again started to drain slowly, and that after two visits from a plumber, the shower was fixed on September 3, 2024. Tenant Kyle Bleich stated that he continues to use the shower, but it still does not drain to his satisfaction.
32. The Landlord testified that she believes the shower was fixed in early September 2024, and that it currently works and drains properly.

Analysis

33. On the basis of the evidence provided, I am satisfied that the ground floor shower slow draining problem was fixed on September 3, 2024. I accept that the shower currently does not drain to the Tenant's satisfaction; however, the Tenant uses the shower without issue, and has not established with sufficient evidence that the shower has not drained properly since September 3, 2024. Nor did the Tenant establish that he advised the Landlord after September 3, 2024, that the shower was not draining properly. I therefore find, on a balance of probabilities, that the ground floor shower functioned adequately during the 12-month period prior to the Tenants filing their T6 application. Accordingly, I am satisfied that the Landlord did not breach her maintenance obligations pursuant to s. 20(1) of the Act.

Basement Shower, Kitchen Sink, Toilet, and Drain

34. The Tenants testified that on August 10, 2024, the downstairs toilet and kitchen sink began to bubble, and it appeared that these fixtures drained into the basement shower, given that the base of the shower began to fill with brown wastewater. The Tenants submitted two photos of the basement shower filled with several inches of brown wastewater. The Tenants remarked that they advised the Landlord the same day of the issue, and on August 21, 2024, the problem was fixed by a plumber.
35. The Tenants testified further that on November 11, 2025, the water issue resurfaced, this time with the basement flooding as a result of water backing up from the centre drain in the

basement floor. They confirmed that they called the Landlord the same day to fix the problem, and on November 12, 2025, the Landlord attended the unit to assess the problem. The Tenants noted that a plumber attended the unit on November 13, 2025, who then fixed the problem that day.

36. Tenant Bleich stated that last week on December 5, 2025, the basement shower backed up with wastewater once again, and the Landlord responded on December 6, 2025, advising the Tenants that she was coordinating with a plumber to fix the issue.
37. The Landlord testified that whenever there was a plumbing issue with the unit, she responded immediately, and the problem was resolved in an appropriate and timely manner. She noted that she is currently working with a plumber to investigate and resolve the basement shower water back-up incident on December 5, 2025.

Analysis

38. On the basis of the evidence provided, I am satisfied that whenever there was a problem with the basement shower, kitchen sink, toilet, or floor drain, the Landlord responded immediately, and the problem was resolved in an appropriate and reasonable manner. I am satisfied that the first plumbing backup problem occurred on August 10, 2024, and was effectively fixed for a period of 15 months, until November 11, 2025. I accept that there have been two recent plumbing back-up occurrences, one on November 11, 2025, and a second one on December 5, 2025; however, I am satisfied that the Landlord's response to both incidents has been timely, appropriate, and reasonable. I am satisfied that the Landlord is actively working to remedy the recent water back-up incident in the basement shower. For these reasons, with respect to the water back-up issues from the basement plumbing fixtures, I find that the Landlord did not breach her maintenance obligations pursuant to s. 20(1) of the Act.

Summary

39. The Tenants have not proven their T1, T2, and T6 application allegations. Accordingly, the Tenants' request for remedies, pursuant to s. 135, s. 31, and s. 30 of the Act will not be considered, and the Tenants' T1, T2, and T6 applications must be dismissed.

It is ordered that:

1. The Tenants' T1, T2, and T6 applications are dismissed.

January 5, 2026
Date Issued

Frank Ebner
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.