



Order under Sections 30 / 31 Residential Tenancies Act, 2006

Citation: McNeil v Julius Meat Packers Inc., 2026 ONLTB 1291

Date: 2026-01-07

File Number: LTB-T-066285-24

In the matter of: UPPER UNIT, 2340 PATTERSON RD
ST ANNS ON L0R1Y0

Between: James (Lennie) McNeil Tenant

And

Julius Meat Packers Inc Landlord

James (Lennie) McNeil (the 'Tenant') applied for an order determining that Julius Meat Packers Inc (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- withheld or interfered with their vital services or care services and meals in a care home.
- 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 November 26, 2025.

The Landlord's agent, Robert Harsanyi ('RH'), the Landlord's witness, Sandi Smith ('SS'), the Tenant, and the Tenant's legal representative, Marilyn Obaseki ('MO'), attended the hearing.

Determinations:

9. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities.
10. The Tenant alleges the Landlord failed to discharge its maintenance obligations under section 20 of the Act; substantially interfered with his reasonable enjoyment, contrary to section 22 of the Act; and withheld or interfered with vital services in the rental unit contrary to section 21 of the Act.
11. The rental unit is an apartment with one bedroom and one bathroom above the Landlord's business office. The Tenant moved into the unit in September 2018. The monthly rent was

\$500.00 per month, inclusive of heat, hydro, internet, satellite television, and access to a washer and drier in the Landlord's office lunch area. The current monthly rent is \$515.00.

12. There is no written tenancy agreement. RH said that the unit actually has two bedrooms, and he was supposed to have access to one of them. The second "bedroom" referred to by RH was referred to as a "sitting room" by the Tenant. RH said he lives 50 kilometers away from the property where his business operates, so he needed somewhere to stay in case "something happened".
13. The evidence was that RH has never slept in the unit during the course of the tenancy, nor has he ever used the bathroom or kitchen.
14. Even if I were to disregard to separate corporate existence of the Landlord pursuant to s. 202 of the Act, and consider RH to be the Landlord, I would not find that the unit is exempt from the Act pursuant to s. 5(i) of the Act, and I find the Tenant is the sole tenant of the unit, and has the right to exclusive possession of the unit.
15. The Tenant has never been required the share a bathroom, kitchen, or any other part of the unit with RH or anyone else. This is the real substance of the parties' relationship, taking into account the pattern of activities relating to the rental unit for more than 7 years.

The Law

16. Section 20 of the Act states:

Landlord's responsibility to repair

20 (1) A landlord is 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. 2006, c. 17, s. 20 (1).

Same

(2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement. 2006, c. 17, s. 20 (2).

17. The Court of Appeal for Ontario has rejected the proposition that this provision ought to be interpreted such that a landlord is in breach of their maintenance obligations as soon as a maintenance issue arises. Rather, a contextual approach, including consideration of the "entirety of the factual situation", must be applied to determine whether a landlord has breached their maintenance obligations under the Act: *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, paras 58-60, 84-86; *TST-98783-18 (Re)*, 2019 CanLII 87665 (ON LTB).
18. Generally, landlords are not held liable for maintenance issues that arise if the landlord addresses the issue of disrepair in a timely and effective manner once they become aware, or ought to have become aware, of the issue: *TST-67067-16 (Re)*, 2016 CanLII

72234 (ON LTB), para 33; *LTB Interpretation Guideline #5: Breach of Maintenance Obligations*.

19. Section 22 of the Act states:

Landlord not to interfere with reasonable enjoyment

22 A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household. 2006, c. 17, s. 22.

20. This provision uses the word "substantial" to qualify the kinds of interference covered, meaning that mere annoyances or trivial incidents normally do not result in breaches of section of the Act. It also uses the word "reasonable" in terms of the enjoyment protected by this provision. This means the standard to be applied is not that of the specific tenant before the LTB, but that of the reasonable tenant in similar circumstances: see, for example, *TST-55210-14*, 2014 CanLII 58631 (ON LTB), para 32.

21. Section 21 of the Act states:

Landlord's responsibility re services

21 (1) A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food. 2006, c. 17, s. 21 (1).

Non-payment

(2) For the purposes of subsection (1), a landlord shall be deemed to have withheld the reasonable supply of a vital service, care service or food if the landlord is obligated to pay another person for the vital service, care service or food, the landlord fails to pay the required amount and, as a result of the non-payment, the other person withholds the reasonable supply of the vital service, care service or food. 2006, c. 17, s. 21 (2).

22. This provision has been interpreted to apply to situations where a landlord has deliberately or intentionally done or failed to do something to withhold or interfere with a vital service as defined in the Act.

23. This is the Tenant's application, and he therefore bears the burden of proof on a balance of probabilities. To prove something on a balance of probabilities, one must present sufficient clear, convincing, and cogent evidence to establish it is more likely than not that something happened or a fact is true: *FH v. McDougall*, 2008 SCC 53 (CanLII), paras 44-46.

Electricity in the Bedroom

24. The Tenant said that he lost electricity in the bedroom about three years ago on a Friday in late November 2022. He said the day it happened he texted “Adam”, who he said was the Landlord’s plant manager, and also texted SS and RH to inform them of this issue. The Tenant’s evidence was that he did not receive any response, and said the bedroom still has no electricity, except for a single outlet (see below). RH said he blocked the Tenant’s phone number about two years ago because he said he received some belligerent messages.
25. The Tenant presented 5 text messages he sent to RH between January 26, 2024 to June 14, 2024 advising there was no electricity in the bedroom (DOC-6824058, pp 2-3).
26. The Tenant said that because there has been no power in the bedroom, he has had to sleep on the couch. He said the bedroom gets very cold.
27. The Tenant said one plug in the bedroom does work, but it is black and he does not use it because he believes it would be hazardous. RH confirmed that an outlet is burned out, and the breaker for the bedroom is off to avoid a fire hazard. He said he is not an electrician, and has not done anything to restore power to the bedroom.
28. The Tenant’s oral evidence was clear, cogent, and consistent. I accept his evidence that there has been no power in the bedroom of the rental unit for approximately three years (since late November 2022). I also find that the reason there has been no power is because the Landlord has failed to maintain the rental unit in a state of good repair, fit for habitation, and in compliance with health, safety, housing, and maintenance standards.
29. The Landlord has known or ought to have known of the issue for approximately three years and has not taken any steps to repair it. The issue has not been addressed by the Landlord in a timely and effective manner.
30. The Landlord acknowledged being aware of this issue, and not taking any steps to address it. This deliberate lack of action also amounts to the deliberate withholding or interfering with a vital service (electricity). RH also acknowledged on cross-examination that the Landlord simply wants the unit back, and this is why they are not conducting repairs.
31. Because of the lack of power in the bedroom, the Tenant has not been able to use it for its intended purpose. A rent abatement is a remedy that is based on the premise that if one pays 100% of the rent, they should get 100% of the value of what they pay for. An abatement is intended to account for the proportion of the value of a unit that a tenant does not receive because of a landlord’s breach of the Act.
32. The Tenant’s application was filed on August 8, 2024. T2 and T6 applications are both subject to the one-year limitation period prescribed by ss. 29(2) of the Act. MO submitted that a rent abatement should be ordered beyond the limitation period, and said there is case law supporting the position that in serious cases remedies can be ordered for time outside the limitation period. No such case law was specifically cited or submitted.
33. The LTB does not have jurisdiction to order any remedy relative to the time that is outside the statutory limitation period: *Toronto Community Housing Corporation v. Vlahovich*, 2010

ONSC 1686 (CanLII). A rent abatement can only be ordered beginning August 9, 2023, one year before the Tenant filed the application.

34. In this case, the Tenant has not been able to sleep in the unit's only bedroom since late November 2022. The Tenant can still keep his personal property like furniture and clothing in the bedroom, but without power, may not be able to comfortably access the room outside of daylight hours.
35. Taking into account the significantly reduced use of the bedroom, the fact that it was the only bedroom, and the proportion of the entire unit that the bedroom comprises, I find that a rent abatement of 15% from August 9, 2023 to November 26, 2025 is an appropriate remedy.
36. The Landlord will also be required to have a qualified person inspect this electrical issue and execute any necessary repairs to safely restore electricity to the bedroom.

Water

37. The Tenant said that beginning in March 2022 there have been issues with water in the unit. He said that at times there is no water at all in the kitchen, and at times there is no hot water. He said there is regularly no water, and more frequently no hot water. He said the issue has not been addressed, and on the morning of the November 26, 2025 hearing, there was no water in his kitchen.
38. He said that about a month before the hearing, there was a two-week period where there was no water in the kitchen.
39. The Tenant presented several text messages sent to RH between January 26, 2024 to February 6, 2024 complaining about the water issues in the unit (DOC-6824058, p. 2) complaining.
40. The Tenant said that when water issues arose, he informed RH, but never received responses, and the issue has not been addressed.
41. RH said it is not possible that there is no water in the kitchen. He said there is one hot and one cold water line going to the rental unit, so if there is water in the bathroom, there must be water in the kitchen. However, on cross-examination, RH acknowledged that an order to comply was recently issued by the Municipality about four months prior and it was because there was no water in the unit.
42. RH said there have been issues with water in the building, including about 6 weeks before the hearing, but said it was repaired within days.
43. RH said he never personally attended the unit to address the Tenant's complaints about water.
44. I accept the Tenant's evidence that a lack of hot water, and sometimes any water, in the unit's kitchen has been an intermittent, but regular, occurrence since November 2022. I find that the reason that this has been an ongoing issue is because the Landlord has failed to maintain the rental unit in a state of good repair, fit for habitation, and in compliance with health, safety, housing, and maintenance standards. The Landlord has been aware, or

ought to have been aware, of the Tenant's complaints about this issue for approximately three years, but has not taken any steps to address the issue in a timely or effective way.

45. The Landlord's lack of action in response to the Tenant's complaints also amounts to the deliberate withholding or interfering with vital services (hot and cold water). RH acknowledged on cross-examination that the Landlord simply wants the unit back, and this is why they are not conducting repairs.
46. I have considered the appropriate rent abatement for this issue in the context of the localized (kitchen only) and intermittent nature of the issue. I have also considered the impact on the Tenant. When there is no hot water, or no water at all, the Tenant is not able to do dishes in the kitchen or clean. The Tenant also said he cannot carry water from the bathroom due to his physical disabilities.
47. Taking all of this into account, I find that a 10% rent abatement for the period August 9, 2023 to November 26, 2025 is an appropriate remedy.
48. The Landlord is also required to have a qualified person inspect the water issue and execute any necessary repairs to prevent the intermittent loss of hot water and/or water in the unit.

Trailer

49. The Tenant had a trailer stored on the property, and was told he had to move it or would be evicted. The Tenant said he then found the tire was slashed, but the Landlord did not respond to a voicemail advising that the Tenant needed the tire repaired. The Tenant presented a photo of an obviously damaged tire (DOC-6824058, p. 13).
50. RH denied any knowledge of how the tires on the Tenant's trailer were damaged.
51. The Tenant said he estimates it will cost \$545.00 + HST to replace the damaged tire.
52. The Tenant did not present sufficient clear, convincing, and cogent evidence to establish it is more likely than not that the Landlord is responsible for the damage to the trailer tire. There was no cogent evidence that any agent or employee of the Landlord caused the damage.
53. The application is therefore dismissed as it relates to the allegation about damage to the trailer tire.

Air Conditioning, Satellite TV, & Laundry

54. The Tenant said that he noticed in August 2023 that the thermostat in the unit was disconnected. Prior to that time, the Tenant had access to a thermostat that he could use to adjust the air conditioning as needed. Since that time, the thermostat is controlled from the office, and air-conditioning is only on during office hours.
55. RH confirmed the air conditioning is controlled from the office. He said it is not turned off to his knowledge, but it is set higher when employees are not present. RH said he was not aware that the Landlord was responsible for air conditioning, and the central air

conditioning has also been for the whole building. RH acknowledged the Tenant initially had access to a thermostat, but that was rendered inactive.

56. The Tenant said that one day about four years ago his satellite television stopped working and was never restored. The Tenant said he purchased his own service about 6 months before the hearing.
57. RH said that the Tenant had access to the laundry area initially, but that he lost that access when he ceased to be a casual employee of the Landlord about three years ago.
58. While substantial interference with reasonable enjoyment is a very broad and general term which could hypothetically include almost anything that happens in a residential tenancy relationship, where there is a more specific and applicable provision of the Act that applies to a particular issue, the issue should be determined pursuant to that specific and applicable provision: see, for example, *CET-58554-17-RV*, 2017 CanLII 93918 (ON LTB), paras 19-20.
59. Air conditioning facilities, laundry facilities, and cable television are included in the Act's definition of "services and facilities: ss. 2(1), *Residential Tenancies Act, 2006*. I find that a thermostat to control air-conditioning is a component of air conditioning facilities.
60. Section 130 of the Act specifically contemplates that a landlord can unilaterally reduce or discontinue a service or facility originally included in the rent. If this happens, the tenant can file a T3 application under section 130 of the Act for a rent rebate and/or reduction. Section 130 is a specific and applicable provision of the Act relative to the discontinuance of air conditioning facilities, cable (or satellite) television service, and access to laundry facilities, and these issues should be determined on an application brought under that section, as opposed to on a T2 or T6 application, filed under ss. 29(1)3 or 29(1)1 of the Act, respectively: s. 130, *Residential Tenancies Act, 2006*; *CET-58554-17-RV*, 2017 CanLII 93918 (ON LTB), paras 10-20.
61. This is because the legislature defined "services and facilities" and specifically considered how reductions or discontinuances of those services and facilities should be addressed. Different remedies are available on a T3 application under section 130, and specific rules for determination of those remedies are prescribed: see s. 130, *Residential Tenancies Act, 2006*, & s. 39, *General*, O. Reg. 516/06. In my view, the Act does not confer jurisdiction on the LTB to order remedies relative to the reduction or discontinuance of services and facilities, except on a T3 application under section 130 of the Act.
62. The Tenant did not file a T3 application under section 130 of the Act. The Tenant has filed the wrong applications to address the discontinuance of air conditioning facilities, laundry facilities, and satellite television, and the application related to these issues is therefore dismissed.

Remedies

63. As noted above, the Tenant is entitled to a 25% rent abatement for the period August 9, 2023 to November 26, 2025 (15% for the power to the bedroom and 10% for the water issues). This amounts to 26 months (September 2023 to October 2025), plus 22 days in September 2023 and 26 days in November 2025.

64. The monthly rent is \$515.00. The *per diem* rent amount is \$16.93 (515 x 12, divided by 365 days).
65. The total rent abatement the Tenant is entitled to is \$4,160.14 [(26 months x 25% of \$515.00) + (48 days x \$16.93)].
66. As noted above, the Landlord is also required to have a qualified person inspect and repair the issues with the water in the unit and the lack of electricity in the bedroom.
67. The Tenant also sought \$10,000.00 for general compensation. General compensation is intended to compensate a tenant for things like pain, suffering, and stress caused by a landlord's breach of the Act. MO submitted that these damages are appropriate given the impact that the Landlord's breaches of the Act have had on the Tenant, and the stress caused.
68. Assessing general damages requires the LTB to consider the overall impact of the Landlord's breach of the Act on the Tenant: see *Mejia v. Cargini*, 2007 CanLII 2801 (ON SCDC); *Racette v. Capreit*, 2024 ONLTB 29639 (CanLII), para 15. Given the excessive amount of time the Tenant has been without electricity in his bedroom, and without consistent access to hot, and at times any, water in his kitchen, and the impact of these issues on the Tenant, I find that an award of \$2,000.00 for general compensation is appropriate, in addition to the rent abatement outlined above.
69. MO also sought an order imposing an administrative fine on the Landlord given its egregious breaches of the Act. I agree that the Landlord's breaches are blatant and egregious. The Landlord made the decision not to repair the rental unit because they wanted the unit back. This demonstrates a blatant disregard for the Act.
70. However, an administrative fine is only appropriate where the other remedies ordered on an application are not sufficient to effectively deter similar conduct in the future. Remedies ordered by the LTB are intended to be compensatory and not punitive. In my view, the combined effect of the remedies described above are sufficient to deter such conduct in the future, and an administrative fine is therefore unnecessary.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$6,160.14. This amount represents:
 - \$4,160.14 for a rent abatement.
 - \$2,000.00 for general compensation.
2. The Landlord shall pay the Tenant the full amount owing by January 18, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 18, 2026, the Landlord will owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by January 19, 2026, the Tenant may recover this amount by deducting \$400.00 from the rent each month from February 2026 to April 2027, and \$160.14 in May 2027.

5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. On or before February 28, 2026, the Landlord shall have a qualified person inspect the rental unit to determine the cause of the intermittent issue with water/hot water in the unit, and conduct the repairs necessary to rectify this issue.
7. On or before February 28, 2026, the Landlord shall have a qualified person inspect the rental unit to determine the cause of the lack of electricity in the bedroom of the rental unit, and conduct the repairs necessary to rectify this issue.

January 7, 2026
Date Issued

Mark Melchers
Member, Landlord and Tenant Board

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