



## **Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006**

**File Number:** LTB-L-094691-24-RV

**In the matter of:** 14, 666 INDIAN RD N  
SARNIA ON N7T7G8

**Between:** Regent Properties Inc. Landlord

**And**

James Roesner Tenant  
Tevia Roesner

### **Review Order**

Regent Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict James Roesner and Tevia Roesner (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-094691-24 issued on April 16, 2025.

On May 7, 2025, the Landlord requested a review of the order.

On May 9, 2025 interim order LTB-L-094691-24-RV-IN was issued, staying the order issued on April 16, 2025.

On October 6, 2025, LTB-L-094691-24-RV-IN2 was issued, granting the request to review and sending the matter to a de novo hearing.

This application was heard by videoconference on November 18, 2025.

The Landlord's legal representative Jennifer Grant, Landlord's agent Rebecca Gismondi, the Tenants' legal representative Matthew Alexander, and the Tenants attended the hearing.

### **Determinations:**

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The parties agree that the monthly rent was paid in full throughout the tenancy, with the sole exception of charges related to air conditioning. These charges form the central issue in dispute between the parties.

N8 Notice of Termination

4. On October 22, 2024, the Landlord gave the Tenant an N8 notice of termination deemed served the same date. The notice of termination contains the following allegations:
  - Beginning July 2023 up to (and including) October 2024 the Tenant has paid their rent late for 16 consecutive months.

Evidence of Rebecca Gismondi

5. The witness testified that she is an employee of York Property Management, who manages the residential complex. Her responsibilities include managing air conditioning compliance, which involves conducting inspections of air conditioning units. These inspections are performed both in and outside the residential complex to observe and document the condition and presence of the units.
6. Ms. Gismondi stated that tenants are provided with written notice prior to any inspection. In 2024 and 2025, she delivered such notices on May 5 of each year, hand-delivering them to the tenants' mailboxes. She explained that in 2024, her inspection was conducted from outside the unit, while in 2025, she inspected both inside and outside. During the 2025 inspection, she observed three air conditioning units installed in the rental unit. She did not know when these units were installed but confirmed that the same three units had been present since she began her employment on November 20, 2023.
7. Her testimony referenced clause 14(R) of the lease agreement dated June 15, 2016, which was entered into evidence. The clause requires the Tenants to obtain written consent from the landlord and pay the applicable charge for air conditioning units. There is no stated quantum for the applicable charge.
8. Ms. Gismondi entered into evidence an invoice dated August 23, 2023, showing a fee of \$660.00 for three air conditioning units, as well as letters from 2024 and 2025 outlining the charges. She confirmed that the Tenants never requested written permission for the installation of the units.
9. Under cross-examination, Ms. Gismondi acknowledged that she did not know whether the air conditioning units were operational. She also testified that she was unaware of how the fees were calculated, whether there was any agreement regarding the charges, or how the amount of \$220.00 per unit was determined.
10. On redirect, she confirmed that the tenants never disputed the amounts charged.

Testimony of Tevia Roesner

11. The Tenant testified that the lease was drafted by the Landlord and signed on June 15, 2016. The original rent was \$1,250.00 per month, and the Tenant stated that they never had to pay any additional charges beyond the rent.
12. The lease specifies \$0.00 for parking, additional appliances, air conditioning, and other services. According to the Tenant, this was because, at the time of signing, they had discussed with the Landlord that they would bring their own washer, dryer, and air conditioning units, which explains why paragraph 4 of the lease reflects zero charges for these items.
13. The Tenant submitted the Landlord's tenancy ledger into evidence, which shows that the first time an air conditioning fee appeared was in August 2023. No such charges had ever been applied before.
14. The Tenant testified that the property management assisted installing one of the air conditioning units. Another air conditioning unit was installed before they moved in, and the Landlord was aware of this as well. The Tenant also entered into evidence an email dated July 4, 2016, in which they notified the Landlord's property manager about the size of the air conditioning unit. The units remained installed year-round and were permanently in place. The Tenant also provided copies of inspection notices and other notices of entry issued throughout the years, noting that none of these documents contained any complaints about the air conditioning units or mentioned any fees.
15. The Tenants confirmed that they never agreed to pay air conditioning fees and that the charges were applied unilaterally by the Landlord. While they never sought formal written permission for the units, the Tenant emphasized that the Landlord was aware of their presence. Finally, the Tenant acknowledged that they never questioned the invoices issued by the Landlord.

Analysis

16. The parties agree that the air conditioning fee is the central issue in this dispute. If the fee is valid, the Tenant acknowledges that they have not paid the full rent on the date it was due. In effect, the Landlord has allocated a portion of each monthly rent payment toward the outstanding air conditioning charges, resulting in a shortfall in the monthly rent.

17. Section 123(1) of the *Residential Tenancies Act* (the Act) states that:

**123** (1) A landlord may increase the rent charged to a tenant for a rental unit as prescribed at any time if the landlord and the tenant agree that the landlord will add any of the following with respect to the tenant's occupancy of the rental unit:

1. A parking space.
2. A prescribed service, facility, privilege, accommodation or thing.

18. Section 16(1) of the *Ontario Regulations 516/06* defines prescribed services, facilities, privileges, accommodations or things, and includes an air conditioner and extra electricity for an air conditioner. I find that the air conditioner (and extra electricity charged for the air conditioner) meets the definition of a prescribed service for which a tenant can be assessed additional rent charged pursuant to section 123(1) of the Act.
19. The central issue for the Board to determine is whether the parties agreed to the air conditioning charges. The Landlord submitted numerous decisions in support of their position that air conditioning fees, such as those in question, have been found valid by the Board (see: *CET-78916-18*, *LTB-L-086491-23*, *LTB-L-011698-24*, *TEL-25350-12*, *TET-24255-12*, *LTB-L-056777-24*, *LTB-T-007518-24-RV*, and *LTB-L-007100-24*).
20. As noted above, I have already found that the Landlord is entitled, in principle, to charge an air conditioning fee. However, in the circumstances of this particular case, I am not satisfied that the parties agreed to such a fee at the time the lease was formed.
21. The only evidence regarding the formation of the agreement came from the Tenant, who testified that an air conditioner was already present when they moved in and that the property manager assisted with installing another unit when the lease began. If the Landlord intended to impose a charge for air conditioning, knowing that some units were present at the outset of the tenancy, they ought to have included that cost in the lease. Instead, the Landlord chose to put \$0.00 next to the line about air conditioning. Furthermore, the Landlord did not levy any air conditioning charges for more than seven years, which supports the Tenant's position that the original agreement contemplated no such fees.
22. The lease itself contains contradictory and ambiguous provisions. One clause specifies \$0.00 for air conditioning, while another suggests that an applicable charge may apply. Applying the legal principle of *contra proferentem*, any ambiguity must be construed against the Landlord, who drafted the lease.
23. Accordingly, I find that the parties did not agree to an air conditioning charge. As a result, there have been no persistent late payments of rent.

**It is ordered that:**

1. The L2 application is dismissed.

**January 12, 2026**  
**Date Issued**

---

Brett Lockwood  
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.