



Order under Section 31 Residential Tenancies Act, 2006

Citation: Mapp v Martin, 2026 ONLTB 2046

Date: 2026-01-09

File Number: LTB-T-055790-23

In the matter of: 3, 106 QUEEN ST E
TORONTO ON M5C1S6

Between: Gillian Mapp Tenant

And

Ben Martin Landlord

Gillian Mapp (the 'Tenant') applied for an order determining that Ben Martin (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.

This application was heard by videoconference on December 4, 2025.

Only the Tenants Gillian Mapp and Noah Caesar attended the hearing.

As of 9:30 am, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant filed this application on November 17, 2023. Section 29(2) of the *Residential Tenancies Act, 2006* (the 'Act') states:

(2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.
3. The Tenants testified that they had agreed to vacate the unit as of January 1, 2023, however, on November 17, 2022, an incident occurred whereby a large piece of debris came through the unit's ceiling a third-party contractor that had been working on a

neighbouring property. Neither Tenant was in attendance, but pieces of debris were found in the unit's bedroom.

4. The Tenants testified that they had vacated the unit as of November 18, 2022. They moved in with family. The Tenants testified that they had spoken with the Landlord and tried to address the issue with the third-party contractor however, neither party would take responsibility for the incident. That said, the Tenants testified that the third-party had offered to reimburse the Tenants for the issue however the Tenants would not agree as they would be required to sign a non-disclosure agreement.
5. Further, the Tenants testified that they Landlord had contractors in the unit the next day conducting repairs. The Tenants insisted that the unit was uninhabitable despite the repairs having been made. The Tenants were worried that another incident would occur and decided to effectively vacate the unit on their own volition. No evidence was provided to show that the Landlord was directed by the Tenants to find them a new unit.
6. Having considered the evidence of the Tenants, I find on a balance of probabilities that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
7. The incident occurred on November 17, 2022, and the Tenants effectively vacated the unit the next day, returning periodically to retrieve items. The third-party had offered the Tenants a resolution to the issue however, the Tenants did not avail themselves of this and requested that the Landlord do something. The Landlord had contractors in the next day repairing the damage. As such, I find that the Landlord acted in accordance with the Act when he addressed the issue of the damage immediately.
8. The third party had offered the Tenants a settlement of the issues, which they refused and requested that the Landlord reimburse them. There was no explanation for this reasoning as I believe it is more likely than not that the third party would have just offered the Landlord the same terms of conditions.
9. As such, I am not satisfied on a balance of probabilities that the Tenants have proven their application and their application is dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

January 9, 2026
Date Issued

Jagger Benham
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.