



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-087391-23

In the matter of: Unit 1, 867 FREDERICK ST
KITCHENER ON N2B2B4

Between: Stephanie Schmidt Tenant
Michael Martin

And

Milan Kovacevic
Dean Kovacevic

JAN 05, 2026

Landlord

Stephanie Schmidt and Michael Martin (the 'Tenant') applied for an order determining that Milan Kovacevic and Dean Kovacevic (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.

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

The Landlord's Milan Kovacevic and Dean Kovacevic and the Landlord's Legal Representative Janet van Oordt and the Tenant Stephanie Schmidt and the Tenant's Legal Representative Stephanie Tarantino attended the hearing.

Determinations:

The Parties

1. The Application names Milan Kovacevic and Dean Kovacevic and Stefan Babic as Landlords.
2. At the outset of the hearing the Landlord's Legal Representative requested that the Landlord's Milan Kovacevic and Dean Kovacevic be removed from the Application on the basis that they had no direct relationship with the Applicant who had subleased the rental unit from a Tenant "Stefan Babic" without the Landlord's knowledge. Therefore, the Landlord's Legal Representative suggests they are not Landlord's. The Landlord's Legal Representative indicated that the Tenant Stefan Babic had always paid the rent directly,

and the Landlord's were not aware that he had sublet the rental unit without their consent to Stephanie Schmidt and Michael Martin

3. The Landlord's Legal Representative acknowledged that the Landlord did later become aware that the Tenant Stefan Babic had sublet the rental unit to Stephanie Schmidt and Michael Martin and did respond to maintenance requests in an effort to preserve their property.
4. The Landlord's Legal Representative also relied on a prior order by the Board LTB-L-094078-23-RV. Wherein the Stephanie Schmidt and Michael Martin made a request to review the Board's decision to decline to consider a motion to set aside brought by Stephanie Schmidt and Michael Martin with respect to the rental unit. She testified that this order determined that Stephanie Schmidt and Michael Martin were not Tenant's, and the relationship was only between Milan Kovacevic and Dean Kovacevic as Landlord's and the Tenant Stefan Babic
5. By way of background. The Landlord's and the Tenant Stefan Babic entered into an agreement to terminate the tenancy, and the Board issued ex-parte order LTB-L-094078-23, which terminated the tenancy. Accordingly, Stephanie Schmidt and Michael Martin filed a motion to set aside that ex-parte order which was declined on the basis that Stephanie Schmidt and Michael Martin did not have standing to bring such a motion.
6. In LTB-L-094078-23-RV the request to review was denied and it was indicated that the affected parties (Stephanie Schmidt and Michael Martin) were not named as respondents in the ex-parte order, and it was therefore reasonable for the Board to find that they did not have standing to file a motion to set aside.
7. LTB-L-094078-23-RV notes at Paragraph six:

Any party affected by an order/decision may file a request to review that order/decision. In a situation where a person who believes they are a tenant becomes subject to eviction under an ex parte order in which they are not named as a tenant, that person must file a request to review the order. At the review hearing the Board would hear evidence and submissions as to whether the requestor is a tenant. I note that the endorsement under review tells the Affected Parties that they may file a review request and an extension of time.

8. LTB-L-094078-23-RV does not in my view make an explicit determination as to whether Stephanie Schmidt and Michael Martin are Tenant's or whether they have standing to bring a T2 or T6 Application with respect to the tenancy. Instead, it determines that they do not have standing to bring a motion to set aside as they were not named as parties in the original *ex-parte* order. Instead, LTB-L-094078-23-RV indicates that if Stephanie Schmidt and Michael Martin believe they are Tenant's they are able to file a request to review the *ex-parte* order, rather than file a motion to set aside.
9. Instead of removing the Landlord's Milan Kovacevic and Dean Kovacevic outright or dismissing the Application, I allowed the parties to call evidence with respect to the relationship between the parties.
10. The Tenant Stephanie Schmidt testified that she and Michael Martin moved unto the rental unit on February 16, 2022, a move which had been delayed by a flood in the rental unit. She

testified that she attended the day prior and both Stefan Babic and Milan Kovacevic were present, and she spoke with Milan Kovacevic who understood that that they were moving into the rental unit. She testified that there was no fixed date for them to vacate the rental unit, and Milan Kovacevic indicated that she could text him if she had any problems.

11. She testified that she paid the rent to Stefan Babic but reached out to the Landlord's directly with any maintenance issues. The Tenant testified that the Landlord never filed an A2 Application during the time she resided in the rental unit.
12. She testified that Stefan Babic was her daughter's boyfriend, and he had vacated the rental unit when she moved in and rented a separate unit with the Tenant's daughter. She testified that by the time she moved in Stefan Babic had already moved out, and the Landlord was aware of that.
13. She testified that she did not know exactly when the Landlord became aware that she would be moving in, and that Stefan Babic had vacated but testified that they knew that he had moved out and she had taken possession.
14. She testified that Stefan Babic had left some furniture and some odds and ends in the rental unit such as a couch, and bed, but it was clear that he had moved out when she moved in, and his clothing was gone, She testified that the unit was empty apart from the furniture and would have been clear that Stefan Babic had vacated.
15. The Landlord Milan Kovacevic testified that he was not at the property on February 15, 2022. Instead, it was his father and suggested that the Tenant had confused the two of them. He testified that he was not aware at the time that Stephanie Schmidt and Michael Martin intended to move in and take over the rental unit from Stefan Babic and to his knowledge his father was not aware either.
16. He testified that he was not fully aware that Stefan Babic left the unit, he testified that Mr. Babic had informed him that his mother-in-law had nowhere to go, and he was going to let her move in with him. He testified that this was way after February 2022. He testified that he never provided his contact information to Stephanie Schmidt and Michael Martin.
17. He testified that other than text messages with respect to maintenance issues, he never had any other communication with Stephanie Schmidt and Michael Martin and only responded to those messages because the property is his retirement fund and he needs to take care of it, and because he knew Stephanie Schmidt to be related to Mr. Babic.
18. He testified that "at some point" he became aware that Stefan Babic had left the rental unit because he had problems with Michael Martin. He testified that Stefan Babic informed him that he was going to be leaving the rental unit until his mother-in-law Stephanie Schmidt was back on her feet. He could not recall when this occurred. He testified that Mr. Babic indicate that he would keep paying the rent and would be back in the unit, so he took no steps after being informed that Mr. Babic was moving out. He did not file an A2 Application after being made aware that Mr. Babic had vacated. He testified that he always believed Stephanie Schmidt and Michael Martin to be guests of Mr. Babic.
19. Ultimately, I am not satisfied that it is appropriate to remove Milan Kovacevic and Dean Kovacevic from the Application.

20. When I apply Section 202 of the Act, to ascertain real substance of all transactions and activities between the parties it is clear to me that there was an assignment of the tenancy. While Milan Kovacevic claimed that he had only ever considered Stephanie Schmidt and Michael Martin to be guests, it is clear that he became aware during the tenancy that Stefan Babic had vacated the rental unit while Stephanie Schmidt and Michael Martin remained and declined to file an A2 Application after becoming aware of this fact.
21. While Milan Kovacevic testified that he was his understanding that Stephan Babic would be returning to the rental unit, I am not satisfied that this scenario would be properly characterized as a sublet as there was no sublet agreement, and no set date on which Mr. Babic would return.
22. Section 100 of the *Residential Tenancies Act*, 2006 states:

Unauthorized occupancy

100 (1) If a tenant transfers the occupancy of a rental unit to a person in a manner other than by an assignment authorized under section 95 or a subletting authorized under section 97, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant and the person to whom occupancy of the rental unit was transferred. 2006, c. 17, s. 100 (1).

Time limitation

(2) An application under subsection (1) must be made no later than 60 days after the landlord discovers the unauthorized occupancy. 2006, c. 17, s. 100 (2).

23. In this case as the Landlord never filed an A2 Application to evict the unauthorised occupants, I am satisfied that they failed to comply with the time limitation in Section 100(2) and I am satisfied that Stephanie Schmidt and Michael Martin are Tenant's. Therefore, I shall remove Stephan Babic from this Application which shall continue against remove Milan Kovacevic and Dean Kovacevic.

The Particulars

24. In my view many of the Allegations in the T2 and T6 lack sufficient particulars. The Applications contains allegations such as a door which allows snow to enter during winter, allegations that there are no screens on the windows, and an allegation that the kitchen sink leaks, and a bathtub in the unit upstairs leaks, but no dates or times are provided for these claims. In short, while some details are provided, the vast majority of allegations lack clear dates and times.
25. Applications must provide sufficient details to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met: *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 ("Ball").
26. The Tenant's Legal Representative indicated that the particulars including dates and times, are contained in the Tenant's disclosure, and will be introduced during the testimony of the Tenant's.

27. In the alternative the Tenant's Legal Representative sought an adjournment to amend the Application.
28. I am not of the view that a lack of particulars can be cured through disclosure or testimony. In my view the Application and disclosure are distinct, and while disclosure has been provided, this does not mean it shall be introduced during the hearing as evidence. I am not satisfied that it is appropriate to expect the responding party to comb through, sometimes voluminous disclosure, in order to determine the particulars of the allegations in the Application. Instead, the Application itself should clearly contain these particulars.
29. I am also not satisfied that an adjournment is appropriate to allow the Tenant's Legal Representative additional time to amend the Application. The Application was filed on November 3, 2023, and has previously been adjourned on three occasions, prior to the hearing before me. Therefore, I am satisfied that the Tenant has had appropriate time to perfect their Application, and it would not be an expeditious use of the Board's resources to adjourn the matter once again so that the Application may be amended.
30. As many of the allegations in the Tenant's application are vague and fail to provide dates and times for the allegations made, I find that there are insufficient particulars to allow the landlord to know the allegations made or the case to be met with respect to these issues.
31. Therefore, I elected to proceed with the hearing and limited the Application to those allegations with contained clear particulars, including dates and times.

The T2/T6

32. As explained below, the Tenant proved some of the allegations contained in the T2 application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$1048.00

The Vacuum

33. The Tenant testified that when she moved into the rental unit there was a shop vacuum which had been left in the laundry room, presumably to clean up from a flood. The Tenant testified that it was full of water which attracted misquotes. She testified that after some time she opened it and dumped out the water.
34. The Landlord Milan Kovacevic testified that the vacuum had been left in case there was residual water from a prior leak in the rental unit, he testified that he was never made aware that the vacuum was attracting mosquitoes.

The Leak

35. The Tenant testified that on June 26, 2022, a pipe in the bathroom cubbyhole began to leak. She testified that this occurred around 5:00am and the Tenant did not attend to fix the leak until 10:00am, and she was forced to spend all morning catching the leak in a bucket.
36. The Tenant testified that this happened again on August 4, 2023, and June 25, 2023.

37. The Tenant confirmed that the Landlord responded within the hour and came over to address the leaks each time they occurred and acknowledged that on the first occasion it took the Landlord 5 hours to attend the rental unit because the leak began at 5:00am in the morning.
38. The Landlord testified that he responded to each of the leaks promptly, all of which were caused by pinholes in separate pipes, which he attended and replaced. He testified that the leaks produced approximately a bucket of water every couple of hours. He testified that he responded within hours each time and never took more than 24 hours to respond and remedy a leak.

The Bylaw Order

39. The Tenant testified that there were wasps in the rental unit which prompted her to call bylaw, who attended and made an order for the Landlord to make repairs within the rental unit including replacing missing caulking around the bathtub, fixing a gap under the front door, and replacing missing window screens.
40. The Tenant testified that she had not previously made the Landlord aware of these issues and the Landlord was given a deadline of October 20, 2023 to repair them, which they complied with.

The Vital Services

41. The Tenant testified that on November 1, 2023, the electricity to the rental unit was shut off, she testified that she spoke to the electricity provider to have it turned back on and was informed that they had been told she was a squatter, and the company refused to restore the power. She testified that the electricity was restored on November 22, or November 23, 2023 after she called bylaw for assistance.
42. She testified that she was aware that the electricity was the responsibility of the Tenant in the lease agreement and had attempted to have the bills transferred into her name, but the Landlord or Stefan Babic had had informed the provider they were squatters, refused to transfer the bill without the permission of the Landlord. She testified that the electricity was originally in Stefan Babic's name.
43. She testified that she was pretty sure she texted the Landlord directly with respect to the electricity shutoff.
44. She testified that she involved bylaw who eventually succeeded in having the electricity to the rental unit restored and was able to have the electricity bill placed under her name.
45. The Landlord testified that based on the lease they had with Stefan Babic the Tenant was responsible for paying the electricity and the electricity bill was in his name. He testified that to his knowledge the electricity was in Mr. Babic's name. He testified that at one point during the tenancy the electric provider called him and asked him about Stephanie Schmidt and Michael Martin, and he expressed that he did not know who they were. He confirmed during cross examination that he knew at the time of this phone call that Stephanie Schmidt was residing in the rental unit. He testified that he never asked the electricity provider to shut off the electricity, and never had any control over this utility. He

testified that he could not recall if the Tenant's ever reached out to him with respect to the electricity.

46. He testified that around that time Mr. Babic may have told him he was leaving and turning off the electricity, then later indicated that he could not remember if this was the case.

Analysis

47. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair the rental unit
48. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
49. In this case, I am not satisfied that the Tenant has demonstrated that they ever made the Landlord aware of the mosquitoes, and the issues appears to have been resolved after the Tenant emptied the shop vacuum of water.
50. I am also satisfied that the Landlord responded reasonably with respect to the leaks, each time the Landlord response to the Tenant promptly, and attended the rental unit within hours to repair the pipes and stop the leak. While the Tenant characterised this issue as recurring, I accept that the leaks appear to be coming separate pipes, therefore I am satisfied that each of the leaks constitute a distinct occurrence, each of which was appropriately dealt with by the Landlord. Absent the replacement of every pipe in the bathroom, I am not satisfied that there was more the Landlord could have done to respond appropriate to this issue.
51. With respect to the bylaw order, I am not satisfied that the Tenant had brought any of the issue identified in the order to the Landlord's attention before the order was issued, and according to the Tenant's own testimony the Landlord complied with the order and remedied the issues after they became aware of them, within the time allotted. Therefore, I am satisfied that the Landlord responded reasonably.
52. With respect to the electricity, it was agreed by the parties that the electricity was the responsibility of the Tenant. Therefore, I am not satisfied that the Landlord withheld the vital service of electricity when it was shutoff to the rental unit. However, I am satisfied that the Landlord interfered with the supply of electricity to the rental unit. The Landlord initially testified that Stefan Babic had made him aware that he would be vacating and shutting off the electric, and while the Landlord later revised this testimony, this causes my to question the reliability of the Landlord's testimony with respect to this issue.
53. Additionally, I am satisfied that the Landlord was well aware of the presence of the Tenant Stephanie Schmidt within the rental unit by November 2023 and in spite of this, when he was conducted by the electricity provider he informed them that he had no idea who she was. I find that this impacted the Tenant's ability to have the electricity placed into her own name, and contributed to the ongoing outage experienced by the Tenant from November

1, 2023 to November 22, 2023. While I am not satisfied that the Landlord himself directly withheld the service, I am satisfied that his actions nevertheless constitute a dispersion and therefore interference with the vital service of electricity.

54. I also accept that this action caused the Tenant to be without power for nearly one month which impacted their reasonable enjoyment of the rental unit.

55. Therefore, I am satisfied that the Landlord both interfered with the Tenant's reasonable enjoyment, and interfered with their vital services, which respect to the electricity shutoff in November 2023.

Remedies

56. I accept that the disruption of electricity from November 1, 2023 – November 22, 2023 impacted the Tenant's ability to enjoy the rental unit and an abatement is appropriate. Given that the disruption lasted for nearly a full month and impacted the Tenant's ability to enjoy the rental unit I am satisfied that an abatement of \$1000.00 is appropriate. Therefore, I find that a rent abatement of \$1,000.00 is appropriate in the circumstances.

57. As I have found in favour of the Tenant's only in a limited manner, I am not satisfied that any further remedies are warranted.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,048.00. This amount represents:
 - \$1,000.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 16, 2026, the Landlord will owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 5, 2026
Date Issued

Reid Jackson
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.