



Order under the Residential Tenancies Act, 2006

File Number: LTB-T-015082-23/LTB-T-008358-23

In the matter of: Lower, 533 Downie Street
Peterborough Ontario K9H4J7

Between: Andrew Roberts Tenant

And

Andrew Ingram Landlord

Andrew Roberts (the 'Tenant') applied for an order determining that Andrew Ingram (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home (T2 Application).

The Tenant also applied for an order determining that 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 (T6 Application).

This application was heard by videoconference on August 22 and December 4, 2025.

The Landlord, Landlord's legal representative Nadine Little, and the Tenant attended the hearing.

Preliminary Issue:

1. On June 9, 2025, the Tenant served and filed amended applications with the Board. Previously, on October 10, 2024, the Board issued decisions LTB-T-015082-23-IN and LTB-T-008358-23-IN, which set a deadline of October 20, 2024, for the Tenant to serve and file any additional evidence.
2. Despite this deadline, after considering the parties' submissions, I determined it was appropriate to allow the amendment filed on June 9, 2025. This decision was based on the fact that the original allegations were clarified and the Tenant introduced new information that was not previously available. The Landlord suffered no prejudice due to the

amendment as they had ample time to prepare for the hearing date. The Tenant was cautioned that any new allegations raised would be subject to the one-year limitation period under section 29(2) of the *Residential Tenancies Act* (the Act), calculated from the date the amendment was filed.

Determinations:

3. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$6,994.26 and conduct necessary repairs.

Testimony of Andrew Roberts

4. The Tenant testified that they moved into the rental unit in 2017 and presently reside there. Mr. Roberts described ongoing issues with the unit, particularly since 2020. The Tenant stated that they contacted Property Standards multiple times regarding these concerns, but the Landlord either failed to respond or did not complete the required repairs. While some items related to minimum property standards were addressed, many issues remained unresolved.
5. The Tenant also alleged that vital services were inadequate, though no specific details were provided. Mr. Roberts reported persistent rodent problems and stated that despite repeated requests for repairs, the Landlord did not respond.

Harassment

6. The Tenant described an incident on or about November 9, 2022, when the Landlord attended the unit to inspect the furnace. During this visit, the Landlord expressed frustration about a hose attached to the spigot and became increasingly loud and aggressive. The Tenant asked the Landlord to speak calmly, explaining that stress could trigger seizures. The heating system was eventually replaced by the Landlord; however, the Tenant testified that temperatures in the unit were still inadequate.
7. The Tenant also requested assistance changing a lightbulb due to physical limitations. The Landlord allegedly cursed at the Tenant and called them a derogatory name. The Tenant's mother was present during this incident. The Tenant testified that the Landlord was scheduled to attend between 8:30 a.m. and 11:30 a.m. and that they informed the Landlord about a home nurse visit for pain medication. The Tenant stated that the Landlord called them a "f***ing asshole" for requesting help with the lightbulb.
8. On November 16, 2022, Tom's Heating and Cooling attended the unit at the Landlord's instruction to inspect and maintain the furnace. The Landlord was also present with the contractor. During the inspection, a shelf containing boxes of personal items was moved without care, causing damage to an antique angel figurine that belonged to the Tenant's late grandmother. The Tenant testified that this was the only item they had from her. They later noticed crushed boxes and emailed the Landlord about the damage but received no response.

9. The Tenant described an incident on November 15, 2024, when the Landlord attended the rental unit without notice, accompanied by police. The Tenant testified that the police threatened to break down the door and coerced them into compliance. The Tenant stated that this caused significant distress and trauma and alleged a pattern of the Landlord using police to intimidate them.
10. In cross examination the Tenant was asked more in-depth questions about the police attendance. The Tenant testified that they told the police to leave because they had no right to interfere in a landlord-tenant matter. They stated that the Landlord had falsely accused them of certain things and that a peace bond was in place at the time. On the day in question, the Tenant did not allow anyone into the unit, explaining that they were experiencing a mental health crisis and needed time to calm down. The Tenant denied ever threatening maintenance workers and stated that they do not harass the Landlord when requesting repairs. When asked why they wish to remain in the unit, the Tenant responded that housing is unaffordable and, due to a permanent disability, they cannot afford to move.

Porch

11. The Tenant also testified about a notice from Canada Post received on June 15, 2023, advising that mail delivery would cease until the porch was repaired. The porch was subsequently repaired, and the deck was removed on June 29, 2023, with a new porch installed shortly thereafter. The Tenant acknowledged that this issue is statute-barred and cannot be claimed.

Pest Control

12. The Tenant reported a rodent infestation dating back to at least September 2021, supported by Property Standards documentation and text messages to the Landlord entered into evidence. The Tenant stated that while pest control attended in November 2021, holes in the awning currently remained, allowing rodents to enter. The Tenant testified that the Landlord would need to repair the top corner of the house near the back door to resolve the issue. The Tenant also described an ant infestation beginning in Spring 2022, which recurred annually. They informed the Landlord but received no assistance beyond being told to use traps. The Tenant expressed concern about the safety of their dog around ant traps. Videos of ants were entered into evidence.
13. In cross examination the Tenant was asked more in-depth about pest control. The Tenant acknowledged that a pest control company attended and resolved the rat infestation but stated that squirrels remain an ongoing problem. When asked whether they ever left basement windows open, the Tenant replied "No". They testified that they do not know how the squirrel entered the unit. The Landlord's legal representative referenced a video showing the Tenant chasing a squirrel in the kitchen and asked whether the kitchen is always cluttered as shown. The Tenant responded that it was not typical and that the items were only present at the time of the video. The Tenant testified that they take steps to keep

rodents out, including keeping floors clean and storing food in containers. Dog food is also kept in a sealed container.

Heating and Temperature Issues

14. The Tenant provided detailed testimony regarding inadequate heat. Mr. Roberts reported temperatures as low as 63°F in January 2022 and ongoing issues through December 2022. The Tenant entered into evidence thermostat readings, emails from City officials reminding the Landlord of their obligations, and a Public Health inspection confirming average temperatures below the required standard.
15. The Tenant testified that they repeatedly informed the Landlord of the problem and requested insulation but received no response. Text messages dated April 23, 2022 and emails from the City dated September 30, 2022 and January 25, 2022 were entered into evidence. Property Standards notices dated October 28, 2019 and October 13, 2021 were also entered into evidence.
16. The Tenant stated that while the Landlord arranged for Tom's Heating to attend in November 2022, this did not resolve the issue. The Tenant testified that the problem was not the furnace itself but substantial heat loss due to unsealed windows and doors and dirty vents. Data collected between December 14 and December 16, 2022 showed temperatures fluctuating between 66.7°F (19.2°C) and 73°F (22.7°C), with averages around 69.6°F (20.8°C) but dropping as low as 63.7°F (17.6°C). The Tenant suggested that installing bay windows, weatherstripping, cleaning vents, and repairing seals would address the problem. Thermostat photos were entered into evidence, showing that the Tenant had no control over the temperature as they did not have access.
17. In cross-examination the Tenant was asked about the heat issue and thermostat in the rental unit. The Tenant testified that they do not know why the thermostat was removed. When it was present, they adjusted it to maintain adequate temperatures. Mr. Roberts confirmed that the Landlord replaced the furnace and moved the thermostat but stated that this did not resolve the issue and, in fact, made it worse because other tenants now control the heat and adjust it frequently. The Tenant denied interfering with the heat or changing the thermostat in a way that would affect temperatures. He confirmed that the "health board" attended on several occasions in 2022 and determined that the average temperature was 68°F (20°C). The Tenant confirmed they were ready for furnace maintenance when requested and observed the work on November 16, 2022. He testified that they had access to space heaters, which he purchased themselves, and that the Landlord eventually provided a heater near the end of a 48-hour period without heat. Finally, the Landlord's legal representative referenced emails where the Tenant complained about heat and threatened to run up hydro costs. The Tenant acknowledged sending those emails.

Toilet

18. On or about April 18, 2022, the Tenant inquired about an issue they had previously raised with the Landlord about their toilet. This appeared to be a one-time incident where the Tenant fell as a result of the toilet.

Bathroom and Kitchen

19. The Tenant also testified about ongoing problems with the bathroom floor, including a shifting surface and visible gaps between the tile and trim. Photos entered into evidence show cracks and gaps, including a view from the basement revealing light through the flooring. Property Standards identified this issue on October 13, 2021 and ordered repairs by November 12, 2021, which were never completed by the Landlord. The Tenant stated that this has impacted their ability to bathe and their quality of life.
20. On September 12, 2022, the Tenant texted the Landlord about a cracked and deteriorating bathtub surround and sent photos but received no reply. The Tenant also raised concerns about broken kitchen cupboards, which they attempted to repair themselves, and an exterior storm door held together with duct tape, causing gaps and snow buildup. Photos of these issues were entered into evidence. The Tenant testified that the kitchen ceiling remains unfinished despite being identified in a Property Standards order dated October 13, 2021, drywall was installed but never painted.
21. In cross-examination the Tenant was asked about preventing water from overflowing from the bathtub. The Tenant testified that they take steps to prevent water from leaving the tub when bathing or showering, including wrapping the curtain inside the tub and using a special bathmat to absorb any water that escapes. They stated that they do not leave water on the floor and try to avoid further damage to the unit. When asked whether they ever leaned on the tub surround in a way that could have caused damage, the Tenant indicated that was not the issue causing problems.
22. The Tenant was also asked about the condition of the kitchen itself. The Tenant testified that the kitchen drawers come apart periodically due to age and heavy use, noting that the cabinets are more than ten years old. They stated that they take extra care when using them and have attempted repairs themselves, including stapling the drawers together, to avoid bothering the Landlord or incurring costs. The Tenant indicated that they have construction experience and are familiar with basic repairs. Although not discussed in the Tenant's examination in chief, he was asked about painting in the rental unit. The Tenant testified that the Landlord was supposed to paint the kitchen ceiling but did not. The Tenant stated that they painted two walls in the living room to cover nicotine stains but does not recall any other agreement to paint.

Overall Impact

23. The Tenant testified about the impact of the entirety of the issues on their life. He stated that he is permanently disabled and that the stress and harassment have caused significant trauma. Mr. Roberts reported pawning personal items to pay for repairs, being bedridden at times, and undergoing two years of therapy. He described feeling unsafe in

the rental unit, experiencing illness due to cold temperatures, and being unable to bathe. The Tenant stated that he never knew when the Landlord might arrive with police and that this caused ongoing anxiety and sleeplessness. He seeks \$25,000.00 in abatement and general damages, asserting that the harassment and living conditions have severely affected their health and well-being.

Testimony of Andrew Ingram

Overall Relationship

24. The Landlord began his testimony by describing that the relationship with the Tenant has been difficult. He stated that the Tenant frequently contacts him and characterizes every issue as an emergency, which was evident to the Landlord from the tone of the Tenant's emails and messages.
25. The Landlord recalled an incident on November 9, 2022, when he was informed that a tap had broken and hot water was running continuously. He arranged for a plumber to attend, but the Tenant did not allow entry into the rental unit. The Landlord testified that police were called to accompany him, and a small repair was completed. He denied being aggressive toward the Tenant during this interaction.
26. The Landlord also described the events of November 16, 2022, when an inspection revealed a cracked heat exchanger in the furnace. Most of the repair was covered under warranty. He testified that the Tenant had a camera with a light in the basement which made contractors uncomfortable, but he convinced them to proceed. The Landlord ordered a new furnace and provided heaters during the changeover and installation period. He stated that the furnace replacement was a large job and that there was approximately a day and a half between the breakdown and installation.
27. The Landlord testified that in December 2023, another tenant reported having no heat. He discovered that the furnace switch had been turned off. Police attended to escort the Landlord, and the officers themselves turned the heat back on. The Landlord stated that during this incident, the Tenant attacked police with a sword and was arrested.
28. In cross-examination the Landlord was asked if he had knowledge of the Tenant's health issues. The Landlord testified that the Tenant never informed him of any health conditions or that stress could cause seizures.

Heating and Temperature Issues

29. The Landlord testified that the basement is part of the rental unit and that the Tenant has access to it. He referenced an email from December 22, 2022 from a health inspector confirming temperature readings. He stated that, as part of the criminal charges the Tenant was instructed not to text him and to communicate only by email. The Landlord submitted into evidence text messages from the Tenant prior to the charges, which included

threatening language. He acknowledged that the Tenant complained about heat and referenced emails where the Tenant threatened to run up hydro costs.

30. In cross-examination the Landlord was asked whether it was fair to assume, based on the evidence, that temperatures may have dropped below 70°F (21.1°C) during the night. He acknowledged the possibility but maintained that he did not agree there was a heat issue. When asked about furnace maintenance, the Landlord stated that he did not know whether Tom's Heating and Cooling canceled last minute on November 9, 2022, and could not recall exact dates for their attendance on November 16, 2022.

Pest Control

31. The Landlord testified that the Tenant advised him about squirrels, and he responded by sending Andy's Pest Control to set traps. He stated that no squirrels were observed, but bait stations were installed to address rat complaints.

General Repair and Maintenance

32. The Landlord testified that he was not advised of a leak under the sink but did repair a bathtub issue that was identified. He stated that the roof was replaced three to five years ago because it needed to be done regardless of Tenant complaints. He hired Cottage Roofing for the job and gave notice to all tenants to clear the yard and stay out of the way. The Landlord testified that the Tenant ignored these instructions, stood under ladders, and yelled insults at workers.
33. Regarding the deck replacement in 2023, the Landlord testified that he obtained drawings and a building permit. He gave 72 hours' notice for the Tenant to remove belongings from the deck, but the Tenant did not comply. The Landlord stated that during the removal process, the Tenant ran under an excavator, causing safety concerns. Workers felt uncomfortable, and police were called. The Landlord testified that "every time we try to do repairs, something happens."
34. In cross-examination the Landlord was asked questions regarding repairs and maintenance. The Landlord was asked whether he had proof that the Tenant interfered with ladders during roof repairs. He testified that he was told by someone and also witnessed it himself. When asked if the Tenant texted him about the roofing company being respectful of his belongings, the Landlord stated that he did not recall but emphasized that the Tenant had been instructed to remove all items prior to the work. When shown text messages, the Landlord clarified that the workers were paid contractors and not his employees.
35. The Landlord testified that there are no outstanding issues and that all required repairs have been completed. He stated that kitchen cupboards do not need fixing, a storm door is not required, and that weatherstripping was done recently. He added that the Tenant

refused entry for weatherstripping work. When asked about repairing the bathroom floor, the Landlord stated that he replaced the toilet and found nothing wrong with the floor. He also testified that he did not find any hole beside the bathtub. The Landlord confirmed that weatherstripping was completed and noted that there is no photo evidence of a window being left open regarding heat concerns.

Analysis

36. Section 20(1) of the Act states:

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.

This duty applies even if the tenant was aware of the deficiency before entering the tenancy pursuant to section 20(2) of the Act.

37. The Tenant's evidence, which includes thermostat logs, municipal emails, inspection results, and photographs, describes persistent heating issues and structural problems (bathroom floor movement and gaps, deteriorated tub surround, broken kitchen drawers, unfinished kitchen ceiling, and an exterior storm door with gaps causing snow ingress). Furthermore, the Tenant's evidence suggests that Property Standards orders that were issued on October 28, 2019 and October 13, 2021 were not complied with.

38. In response, the Landlord's evidence is that many repairs were undertaken, including a new furnace, providing temporary heaters during change-over, replacement of the roof, deck replacement, bathtub repairs, and weatherstripping. He asserts that no outstanding issues remain. The landlord also contends that some entries were refused by the Tenant which did not allow him access to complete repairs.

39. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal for Ontario held that the LTB should take a contextual approach and consider the entirety of the factual situation when 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.

Pest Control

40. The Tenant's evidence includes Property Standards complaints, photographs showing rodent entry points, and even a video capturing a squirrel inside the unit on February 15, 2023. In response, the Landlord acted promptly by engaging a pest control company, which installed bait stations and traps. I accept the evidence that no squirrels were observed during treatment; however, I also find that structural openings allowing pests entry into the rental property remained unaddressed. The failure to seal these access

points constitutes an ongoing maintenance issue that must be remedied. While I do not find a rent abatement or general compensation appropriate, given the Landlord's timely efforts in attempting to address the issue (as noted in *Onyskiw*), I order that the top corner of the house near the back door be repaired to prevent future rodent intrusion, as this appears to be a recurring annual concern.

Heating and Temperature Issues

41. Section 4 of O.Reg 516/06 of the Act states:

4. (1) For the purpose of the definition of "vital service" in subsection 2 (1) of the Act, September 1 to June 15 is prescribed as the part of the year during which heat is a vital service.
- (2) For the purposes of subsection (1), heat shall be provided so that the room temperature at 1.5 metres above floor level and one metre from exterior walls in all habitable space and in any area intended for normal use by tenants, including recreation rooms and laundry rooms but excluding locker rooms and garages, is at least 20 degrees Celsius.
- (3) Subsection (2) does not apply to a rental unit in which the tenant can regulate the temperature and a minimum temperature of 20 degrees Celsius can be maintained by the primary source of heat

42. Section 21 of the Act states:

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

43. Based on the evidence and submissions, I am not satisfied that the Landlord withheld vital services from the Tenant. There is no dispute that heat was provided to the rental unit. The Tenant's allegation relates to the adequacy of the heat, which falls under section 20 of the Act rather than section 21.

The Tenant's own evidence indicates that recorded temperatures in the unit averaged 69.6°F (20.7°C), while the health inspector found an average of 68.0°F (20°C). Both averages meet the minimum standard set out in section 4 of O.Reg 516/06.

44. On a balance of probabilities, and following *Onyskiw*, I find that the Landlord took reasonable steps to ensure adequate heat, including replacing the furnace, arranging for technicians, and providing temporary space heaters. I do not find the Tenant's evidence surrounding an on-going issue (including a hypothetical that the temperature might dip below 20.0°C at night) to be credible given the steps taken by the Landlord. Accordingly, no rent abatement or general compensation will be ordered.

Toilet and Porch

45. These allegations were first raised in the June 9, 2025 amendment however the one-time incidents occurred prior to June 9, 2024. Pursuant to section 29(2) of the Act they are statute-barred.

Bathroom and Kitchen

46. Throughout his testimony the Tenant stressed how there are ongoing defects in the bathroom and kitchen that affect his mental and physical well-being. The Tenant's oral evidence, when combined with supporting documentation, is credible. The Landlord's assertion of no holes is weighed against photos showing light from below and gaps on the flooring.
47. I find, on a balance of probabilities and taking a contextual approach pursuant to *Onyskiw*, that the Landlord did not address issues with the bathroom floor, tub surround, storm door, kitchen cupboards, and kitchen ceiling, leaving them in violation of section 20 of the Act. I find that the bathroom floor is shifting and has visible gaps between the tile and trim. This has caused the Tenant substantial issues when trying to navigate the room. Additionally, I find that the Landlord has not address the tub surround, which has also caused the Tenant substantial issues with water leaking and potential mould issues.
48. The issues with the kitchen ceiling and kitchen cupboards also remain outstanding as I find they were not properly addressed by the Landlord as required under the Act. Specifically, the Tenant's evidence regarding the kitchen ceiling and kitchen cupboards prove on-going issues.
49. These are all on-going issues since October 2021, when there was a Property Standards order. The only issue that was discovered later was the tub surround, when the Tenant informed the Landlord about the problem on September 12, 2022. These issues of the kitchen cupboards, kitchen ceiling, storm door, and bathroom floor will cumulatively attract a rent abatement of 12.5% dating back one-year from when the application was filed on February 16, 2023 and go to the date of the hearing. The issue of the tub surround will attract a rent abatement of 2.5% dating from September 12, 2022 to the hearing date. I find these abatement awards to be appropriate given the Tenant's testimony on the affect the issues had on him as well as the Board's common awards for similar issues. Furthermore, I have considered the severity, duration and impact on the Tenant when calculating the amount of abatement. Furthermore, I find that a rent abatement is a sufficient remedy and general compensation would be inappropriate in the circumstances.
50. The Landlord will also be ordered to repair these items to ensure compliance with section 20 of the Act.

Harassment

51. Section 22 of the Act states:

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.

52. Section 23 of the Act states:

23 A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

53. The Tenant testified that on November 15, 2024, the Landlord attended the rental unit without prior notice and accompanied by police, who allegedly threatened to break down the door. The Tenant further alleges a pattern of the Landlord using police to pressure compliance with the Landlord's demands. The Landlord responded that police attendance does not necessarily constitute interference and notes that officers were present on occasions when they escorted him during repair attempts.

54. Police presence can be appropriate where there is an immediate safety concern or to maintain peace during a lawful entry with proper notice.

55. I am not satisfied with the Tenant's evidence surrounding any breaches relating to notices of entry or harassment/interference as defined by the Act. After considering the totality of the evidence, and taking a contextual approach per *Onyskiw*, I am not satisfied that the Landlord's conduct amounts to harassment or interference under sections 22 or 23 of the Act. While the parties appear to be in ongoing conflict, I find that the Landlord's actions in these circumstances do not rise to the level of a statutory breach. Specifically, I find these were arguments between the parties revolving around maintenance of the rental unit. On its totality, based on the evidence of the Tenant, I do not find the allegations rise to the level of harassment or substantial interference.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$6,994.26. This amount represents:
 - \$5,977.97 as a rent abatement for the bathroom floor, kitchen cupboards, kitchen ceiling, and storm door; and
 - \$1,016.29 as a rent abatement for the tub surround.
2. The Landlord shall pay the Tenant the full amount owing by January 31, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 31, 2026, the Landlord will owe interest. This will be simple interest calculated from at 4.00% annually on the balance outstanding.

4. If the Landlord does not pay the Tenant the full amount owing by January 31, 2026, the Tenant may recover this amount by deducting it from the rent each month until paid.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. The Landlord shall ensure the following repairs are performed at the rental unit on or before January 31, 2026:
 - Top corner of the house near the back door to prevent rodent entry;
 - Tub surround to ensure there is no issue with water;
 - Bathroom floor tiles to ensure it does not shift and that there are no gaps;
 - Kitchen ceiling to ensure it is safe;
 - Kitchen cupboards to ensure functionality and safety; and
 - Storm door to ensure there are no gaps that allow draft or snow ingress.

January 5, 2026
Date Issued

Brett Lockwood
Member, Landlord and Tenant Board

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