



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-079925-22

In the matter of: Basement, 22 Hopecrest Cres
Scarborough, ON M1K2K4

Between: David Woolridge
Carla Ackber
Tenants

And

Errol Boucaud
Landlord

David Woolridge and Carla Ackber ('DW' and 'CA' or collectively, the 'Tenants') applied for an order determining that Errol Boucaud ('EB' or the 'Landlord'): entered the rental unit illegally; substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household; and/or harassed, obstructed, coerced, threatened or interfered with the Tenants. (T2 application)

This T2 application was heard by videoconference on November 10, 2025.

The Tenants, the Landlord and the Landlord's Legal Representative, Alireza Hesami ('LLR'), attended the hearing.

Determinations:

1. As explained below, the Tenants proved some of the allegations contained in the T2 application on a balance of probabilities.
2. The Tenants submitted that the tenancy began on January 1, 2017 and ended on February 28, 2022 when they moved out. The monthly rent was \$1,250.00. The Landlord submitted the Tenants moved out on March 25, 2022.
3. Both parties agreed that: there were water leakage and hot water tank (HWT) problems in December 2021; in January 2022 the HWT/water leakage problem was dealt with again; and on February 2, 2022, a HWT technician entered the unit, stating he would have to return on February 5, 2022 to install a new control unit. The Tenants agreed to the February 5, 2022 return visit of the technician. From their respective testimonies, the parties agreed that when the Tenants raised a maintenance issue or updated the Landlord with new information/issues, the Landlord responded in a timely fashion up to February 2, 2022.

4. The Tenants both testified at the hearing. The following is a brief summary of their testimonies and submissions.
5. The Tenants stated they went on a vacation starting on or about February 3, 2022. When they returned home on February 13, 2022, they were shocked to find the rental unit under major construction, a large part of their unit was in disarray and dirty. with their belongings from the bedroom etc all moved to the living room. There were 4 large fans blowing in different areas. They submitted several photos (exhibit TT#1) taken on February 13, 2022 to support their testimony. They found a bedframe of theirs that was damaged with screws being stripped from the bedframe bracket (exhibit TT#6-texts to Landlord dated February 19, 2022 and exhibit TT#4-photos)
6. The Tenants were asked whether they ever had insurance and it appeared they did not.
7. The Tenants testified the Landlord never notified them while they were away on vacation about the Landlord or anyone else having need to enter the rental unit after February 5, 2022.
8. Upon their return home from vacation, they testified that they contacted the Landlord immediately and a series of text messages were exchanged on February 13, 2022 (exhibit TT#3). Those messages indicated the Landlord believed the water leakage problem had become an emergency situation, that he engaged his insurance company, and that the Tenants would have to be out of the unit 2 or 3 days for the repairs to be completed.
9. The Tenants testified the Landlord then told them on February 16, 2022 that the insurance company contractor updated him that it would 3 to 5 weeks before the repairs would be started and in that timeframe while the unit remained as it was, containers could be rented for the Tenants' belongings and the Tenants could use an air mattress in the rental unit to sleep there while the repairs were done. Exhibit TT#2 was led into evidence to support this testimony.
10. The Tenants testified that only a small part of the rental unit was undisturbed by the work. Due to DW's breathing issues, they said that DW's doctor recommended the Tenants move out as soon as possible. As well, the Tenants stated that if they had to pay to rent a container as had been suggested by the Landlord, or had they gone to a temporary place to live (such as an AirBnB rental), that would have been too expensive for them.
11. The Tenants stated they had a friend, "Angela", who helped them by being their "mediator" with the Landlord in trying to negotiate a termination to their tenancy. They stated Angela was able to get a mutual agreement with the Landlord to terminate the tenancy on March 25, 2022.
12. The Tenants testified they were able to find another place to rent and had a moving company move them out on February 28, 2022 (exhibit TT#5-Feb 28/22 mover's invoice/receipt).
13. The Landlord's testimony and evidence is summarized as follows.
14. The Landlord agreed with the Tenants' version of events relating to the early February 2022 visit with the HWT technician (exhibit LL#1-Feb 1/22 texts). He testified that the HWT technician had told him it was a "valve" problem but when they returned to the unit as

had been agreed upon, they found a large leak in the unit. The Landlord contacted his insurance company and on the Monday (February 7/22?-my note), they went into the unit again. He was told they had caught the flooding early enough – had he waited until the Tenants returned to the unit on February 13, 2022, the unit would have suffered much more water damage.

15. The Landlord testified the insurance company issued a damage/claim report (exhibit LL#3-Feb 28/22) which confirmed the basement water problem was due to a HWT leak and they observed basement damages to the laminate floors in the bedroom, hallway, storage room and rec room. The Landlord testified the work was undertaken by the insurer's contractor(s) and that the insurance company took 10 months to complete the repairs (partly due to covid-19 restrictions at the time), ending in October 2022. It was only in October 2022 when the Landlord stated he was able to re-rent the unit to new tenants. The Landlord ended by stating he currently is selling the rental unit property.
16. The Landlord confirmed that Angela had come to him, identifying herself as the Tenants' "mediator". He testified that he and Angela came to a mutual agreement that the Tenants could move out on March 25, 2022, so that both parties could end the tenancy lawfully.
17. The Landlord did not agree the Tenants moved out on February 28, 2022. He led exhibit LL#2 into evidence which shows exchanged text messages between EB and DW dated March 22, 2022. The Landlord stated the Tenants still had possession of the rental unit up to March 25, 2022 and the last month's rent was applied (per agreement with Angela) to March 2022.

Analysis

18. At the outset of the hearing, LLR requested the T2 application be summarily dismissed because the application sought remedies for a maintenance problem, and substantial interference claims seeking remedies for a maintenance problem have no place in what should have been a T6/maintenance application to start with.
19. I responded to LLR, stating that his request was to be denied and I referred to Part II of *Ontario Regulations no. 516/06*. Section 8 (Part II) of *Ont. Reg. 516/06* clearly addresses the possibility of the LTB determining that substantial interference exists in maintenance/repair work situations.
20. In my view, the earlier entry or entries by the Landlord on and after February 5, 2022 (up to the date the Tenants returned from vacation) were lawful entries as I believe on a balance of probabilities that the Landlord had to enter due to an emergency situation in the unit. That emergency was a large HWT leak and I believe the Landlord responsibly entered with his contractors/agents to mitigate any further water damage. They did this by stopping the flooding, immediately removing damaged walls and floors and placing large fans throughout (all to mitigate further dampness and mould). They also did the responsible thing by moving the Tenants' belongings from the flooded, damaged areas.
21. I do note that from February 5, 2022 to February 13, 2022, nothing was proffered by the Landlord to show he had contacted the Tenants about the HWT flooding or the emergency action he had taken.

22. It was clear to me that when the Tenants returned home on February 13, 2022, they were faced with a home that had been turned upside down (exhibit TT#1) and they even found a bedframe of theirs damaged in the process when the Landlord (or his agents) moved their things to the living room area (TT#4, TT#6).
23. It was also clear to me the Landlord initially told them then that the repairs overall would only take 2 to 3 days. No formal notice was given, as it was evident the parties regularly reduced their communications to informal text messaging. The Landlord told them this on February 13, 2022 (TT#3) when he told them they would have to move their things out for a short while – he wrote, *“you will have to be out of the place like 2 or 3 days.. then you can move your stuff back in”*. In my view, this told the Tenants that the repair work would not take too long and they could expect a minor disruption (some 2 to 3 days in length).
24. A few days later on February 16, 2022, it was evident the Landlord presented a different situation to the Tenants, stating in another text message that there would be a 3 to 5 week delay in the insurance contractor personnel coming to start repairs (TT#2). In that delay, the Landlord suggested an air mattress could be used and a container could be rented and placed at the front of the house to move the Tenants’ belongings there.
25. This February 16, 2022 communication showed me two things: first, the Landlord was trying to find a solution for the Tenants to not have to move out while they awaited repair work to start; and second, the Tenants would have to now live up to 5 weeks in a construction-site environment before any work would begin. It was clear to me that this represented a significant, sudden shift in what could be expected to happen ... from 2 to 3 days to remediate the problem fully, to 3 to 5 weeks of delay before any work could even start.
26. As it turned out, the Landlord submitted that repair work ended taking months to complete once the work started, all the way to October 2022.
27. From the above, I find that the Landlord failed completely in notifying the Tenants reasonably and timely between February 5, 2022 and February 13, 2022 – he never alerted them to the HWT leak/flood or the temporary emergency effort to stop any possible future damage.
28. I also find that his subsequent communications on February 13, 2022 and February 16, 2022 were not reasonably accurate or comprehensive – they also did not set out clearly the impact of the repair work on the Tenants, while just barely giving enough information on the actual scope of the work to be done.
29. When the Landlord did communicate through texting, relevant information also changed the situation dramatically..., the timing and scope of repairs changed, and no one could have been expected reasonably to have received those messages in a meaningful and comprehensive way in respect of what was going on or could be expected to happen with any certainty. Stated another way, I believe this constituted an interference, albeit inadvertent, that was not reasonable in the circumstances.
30. In my view, this failure by the Landlord in providing proper notices – no notice at all between February 5-13, 2022 and insufficient “notices” on February 13 and 16, 2022 -- substantially interfered with the reasonable enjoyment of the unit by the Tenants in that the

Tenants were faced with a changing set of circumstances that would have left them up to 5 weeks in a state of uncertainty, and in a rental unit that was in effect a construction-site environment. It is again noted the repair work actually took from February 2022 to October 2022 to complete.

31. I also accept the Tenants' uncontroverted testimony (noting no document was given into evidence) about DW's breathing health issues and the need to for him to move out because of the state of the rental unit and the repair work to be done. While the Landlord never forced them to move out, I am satisfied the Tenants were left little choice about what they had to do, all things considered.
32. I am also satisfied the parties went about trying to mitigate their losses, as section 16 of the *Residential Tenancies Act, 2006* (the 'Act') obligates tenants and landlords to do. I say this because the Landlord and the Tenants' "mediator" were able to arrive at a mutual arrangement to end the tenancy on March 25, 2022, with the last month's rent deposit to be used for March 2022. While there was no signed agreement given to me to consider, I accepted the testimonies of both parties which attested that such an agreement, oral/verbal at the very least, was in place.
33. Summarizing, the Landlord's failure to provide notices reasonably, accurately and timely indicates on a balance of probabilities, the Landlord failed sufficiently to comply with paragraphs 3, 4 and 5 of subsection 8(4) in Ont. Reg 516/06, and this is how I find.
34. Section 8 is of Ont. Reg 516/06 is set out below for easy reference (bold emphasis added):

“ 8. (1) In this section,

“work” means maintenance, repairs or capital improvements carried out in a rental unit or a residential complex.

(2) For the purposes of section 22, paragraph 3 of subsection 29 (1) and subsection 31 (1) of the Act, this section applies to the Board in making a determination,

(a) as to whether a landlord, superintendent or agent of a landlord, **in carrying out work** in a rental unit or residential complex, **substantially interfered** with the reasonable enjoyment of the unit or complex for all usual purposes by a tenant or former tenant, or by a member of the household of a tenant or former tenant; and

(b) whether an abatement of rent is justified in the circumstances

(3) In making a determination described in subsection (2),

(a) the Board shall consider the effect of the carrying out of the work on the use of the rental unit or residential complex by the tenant or former tenant, and by members of the household of the tenant or former tenant; and

(b) the Board shall not determine that an interference was substantial unless the carrying out of the work constituted an interference that was unreasonable in the circumstances with the use and enjoyment of the rental unit or residential complex by the tenant or former tenant, or by a member of the household of the tenant or former tenant.

(4) If the Board finds that the landlord, superintendent or agent of the landlord, in carrying out work in a rental unit or residential complex, substantially interfered with the reasonable enjoyment of the unit or complex for all usual purposes by a tenant or former tenant, or by a member of the household of a tenant or former tenant, the Board shall not order an abatement of rent if all of the following conditions are satisfied:

1. *The landlord gave notice to the tenant or former tenant at least 60 days before the commencement of the work, or, in cases of emergency, as soon as was reasonable in the circumstances, concerning the work to be carried out.*
2. *The landlord gave notice to any prospective tenant of a rental unit at the first opportunity to do so before the landlord entered into a new tenancy agreement with that tenant.*
3. ***The notice describes the nature of the work to be carried out, the expected impact on tenants and members of their households and the length of time the work is expected to take.***
4. ***The notice was reasonably accurate and comprehensive in the circumstances at the time it was given.***
5. ***If there was a significant change in the information provided under paragraph 3, the landlord provided to the tenant or former tenant an update to the notice in a timely manner.***
6. *The work,*
 - i. *is necessary to protect or restore the physical integrity of the residential complex or part of it,*
 - ii. *is necessary to comply with maintenance, health, safety or other housing related standards required by law,*
 - iii. *is necessary to maintain a plumbing, heating, mechanical, electrical, ventilation or air conditioning system,*
 - iv. *provides access for persons with disabilities,*
 - v. *promotes energy or water conservation, or*
 - vi. *maintains or improves the security of the residential complex.*
7. *If required under the Building Code Act, 1992, a permit was issued in respect of the work.*
8. *The work was carried out at reasonable times, or if a municipal noise control by-law was in effect, during the times permitted under the noise control by-law.*
9. *The duration of the work was reasonable in the circumstances.*
10. *The landlord took reasonable steps to minimize any interference resulting from noise associated with the work. “*

35. With regard to the alleged damage to the Tenant's bedframe, I find that it was most likely the Landlord's contractor (insurance company hired person) who stripped the screws that held a bracket to the frame. Very little was given for me to consider and I can only determine that the damage was most likely inadvertently or negligently caused. As well, nothing was given to me about whether the bed could still be used by the Tenants, but I will assume for the analysis that it could no longer be used.
36. The original bill/invoice led into evidence showed this bedframe was purchased along with an accompanying mattress on February 5, 2007. If I were to use a 50/50 split in value, the bedframe's cost at that time would have been about \$500.00. I note the bedframe in question was 18 years old at the time of the damage.
37. In cases when a monetary claim for damaged property comes before me, I find it very useful to refer to the Schedule under Part VIII of Ont. Reg 516/06. In that schedule, there are tables that set out the "useful life of work done or thing purchased". In the case before me, the closest items I can find come under Table 11 "Furnishings". In that table, there is

no bed or bedframe listed but there are other pieces of furniture that fall into the same general furniture category (such as couches, tables, chairs, etc.), I would categorize a bed or “bedframe” to be in the 10 to 15 years of useful life at the very most.

38. Instead of trying to value a bedframe that was well beyond its useful life, I believe the most equitable way to address a successful substantial interference claim would be to order an abatement of rent (reference: subsections 8[5, 6, 7] of Ont. Reg. 516/06)
39. As the Tenants effectively were in a state of uncertainty and were scrambling to find new accommodations during the months of February 2022 and March 2022, I believe that a 50% abatement of rent for February 2022 and March 2022 would be equitable. That amounts to a total of \$1,250.00 and this is what I order below.
40. Finally, with regard to tenancy termination, it was clear to me that an arms-length moving company moved out the Tenants from the rental unit on February 28, 2022 (TT#5). Having determined this, however, I also find the Tenants did not give vacant possession back to the Landlord until March 25, 2022. This was also quite clear to me from the March 22, 2022 text messages (LL#2), which showed the tenancy was still active on March 22nd and that DW agreed that the March 25th date would be adhered to. On a balance of probabilities, therefore, I find the tenancy ended on March 25, 2022 – as had been agreed upon between the Landlord and “Angela”, the Tenants’ mediator. With this being my finding, I believe the last month’s rent deposit was duly used for March 2022 as the oral/verbal agreement set out, and it will not be ordered to be paid back to the Landlord.
41. For the balance of requested remedies – i.e. moving costs, a difference in rent and out-of-pocket costs (buying meals over 3 weeks) – I am denying these remedy requests. As the parties had mutually negotiated an end to the tenancy, I can only conclude that both parties understood what termination meant, both in physical and cost terms or consequences, and that they both would assume their own costs as part of that agreement. This would be in line with section 16 of the Act. If there had been a written, signed agreement between the parties that had specific terms about specific costs, it was up to the Tenants (or the Landlord) to adduce that signed agreement into evidence. With regard to the out-of-pocket costs being claimed, nothing was submitted into evidence to show undue costs were incurred by the Tenants during February 2022 and March 2022.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$1,298.00. This amount represents:
 - \$1,250.00 for a rent abatement; and
 - \$48.00 for the cost of filing the T2 application.
2. The Landlord shall pay the Tenants the full amount of \$1,298.00 owing by January 18, 2026.
3. If the Landlord does not pay the Tenants 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. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 7, 2026

Date Issued

Alex Brkic

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.