



Order under Section 135 Residential Tenancies Act, 2006

Citation: Green v M.F. Arnsby Property Management Ltd., 2026 ONLTB 3096

Date: 2026-01-14

File Number: LTB-T-069946-24

In the matter of: 8, 40 BASE LINE RD W
LONDON ON N6J1V2

Between: Ashley Green Tenant

And

M.F. Arnsby Property Management Ltd. Landlord

Ashley Green (the 'Tenant') applied for an order determining that M.F. Arnsby Property Management Ltd. (the 'Landlord'):

- collected or retained money illegally (T1 Application)
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. (T2 Application)
- harassed, obstructed, coerced, threatened or interfered with the Tenant. (T2 Application)

This application was heard by videoconference on January 6, 2026.

The Landlord's legal representative, Preston Haynes, the Tenant, and the Tenant's legal representative, Kimberley Covey, attended the hearing.

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 basis of the applications are two payments in February and March 2024 in respect of rent for July 2022, which the Tenant says are duplicate payments for rent previously paid to the Landlord but which the Landlord denied receiving.
3. The parties previously entered into a mediated agreement (LTB-L-054882-23) in which the Tenant agreed to make these payments. The Tenant had legal representation at the time and voluntarily entered into the agreement. At the time of the agreement, the Tenant believed she had previously paid for July 2022 but didn't have evidence to prove it.

4. This application is an attempt to change the terms of a prior mediated agreement. This is not a remedy available under either of the applications filed. Additionally, I note that the Tenant acknowledges that they voluntarily entered into the agreement because they didn't have evidence to support their position that the amount had already been paid. As the agreement was entered into voluntarily, there is no recourse for the Tenant to renegotiate the terms of the agreement through any Board process.

It is ordered that:

1. The application is dismissed.

January 14, 2026

Date Issued

Dawn Carr

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.