



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-087564-24

In the matter of: 114 Unit A King street
Harrow ON N0R1G0

Between: Trisha Affleck Tenant

And

Nick Bezaire Landlord
Amy Lee Butcher
Rare Roots Corporation

Trisha Affleck (the 'Tenant') applied for an order determining that Nick Bezaire, Amy Lee Butcher and Rare Roots Corporation (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.

This application was heard by videoconference on November 24, 2025.

The Landlord, the Landlord's Legal Representative, Mark Gebriel, the Tenant, and the Tenant's Legal Representative, Jing Xue, attended the hearing.

Determinations:

Preliminary Issue: Identification of the Landlord

1. The Landlord argued that the application should be dismissed as the Landlord was not properly identified. The owner of the building is Rare Roots. Landlord Amy Butcher (AB) is a director of the corporation. Rare Roots was not listed on the lease and the Landlord did not provide any documentary evidence to support how the Tenant would know that Rare Roots owned the building.
2. On the lease, the Landlord's Legal name was listed as Acquity Real Estate Inc. and was signed by Landlord Nick Bezaire (NB). NB is the president of Acquity Real Estate Inc. NB said he is not a landlord as he and Acuity Real Estate Inc. are only property managers.
3. The Tenant testified that she has only had contact with NB and thought he was the Landlord. The Tenant had not had contact with AB until she received an N12 notice of termination that identified AB as the Landlord.

4. I note that the definition of “landlord” in section 2(1) of the *Residential Tenancies Act, 2006* (the Act) includes the owner of a rental unit “or any other person who permits occupancy of a rental unit.” The Act specifically contemplates that someone other than an owner of the rental unit can be a landlord.
5. Whether a property manager falls within the definition of “landlord” depends on the facts of the given case. Given that Acquity Real Estate was the named Landlord on the tenancy agreement and NB signed as the president of the corporation, I find that NB was a person who permitted occupancy of the rental unit, and he is therefore a Landlord and a proper respondent in this proceeding.
6. In terms of Rare Roots Corporation being a Landlord, NB submitted documentary evidence that shows Rare Roots owns the building. As AB is a director of the corporation and was properly served the application, I find that the Tenant did properly serve Rare Roots as a Landlord. All parties were present and the Tenant took no further position on whether Rare Roots Corporation should be named as a Landlord, therefore I have amended the application to include Rare Roots Corporation as a Landlord in addition to NB and AB.

Preliminary Issue: Amendment Request

7. The Tenant sought to amend the remedies portion of her application. There were no new issues identified. The Tenant submitted the request to amend her application 7 days in advance of the hearing.
8. The Landlord disputed the amendment and argued it would be prejudicial.
9. Under Rule 15.4 of the Board’s Rules of Procedure, I allowed the amendment of the Tenant. As stated, there were no new issues being raised, only new remedies being sought. The issues and evidence needed to defend the alleged issues were known well in advance of the hearing by the Landlord, and therefore I did not find amending the application to add additional remedies to be prejudicial.

T6 Application:

10. In this case the Tenant alleged the Landlord breached their maintenance obligations in relation to five different issues. As explained below, I am not satisfied that the Tenant established any of their allegations, and therefore, the application is dismissed.
11. 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 obligations as soon as an interruption in service occurs.

Issue 1: Bulb for Stove Light:

12. The Tenant testified that for the entire tenancy, the Landlord never replaced the stove light in the range hood above the stove. The Tenant provided dates she notified the Landlord

and testified that there were no other lights near the stove and that this significantly impacted her ability to prepare food and cook, especially in the evening.

13. The Landlord submitted photo evidence of the kitchen which demonstrated that there were 2 light fixtures above the cabinets, 2 pot lights in the center of the kitchen, an LED light fixture in the center of the room, and 2 light fixtures in the dining area. NB testified that he could not replace the light in the stove range as it required a special bulb that he was not able to find. He further testified that there were a total of 5 light fixtures in the kitchen and a bulb in the stove range was not needed in order to use the kitchen.
14. The Tenant confirmed that the photo submitted of the kitchen was the kitchen in her former rental unit, though she did not recall there being that many lights in the kitchen.
15. I accept the Landlord's evidence that he attempted to find a replacement bulb but could not. I further accept that the photographs show ample lighting in the kitchen area. In the circumstances I am satisfied that the Landlord's response was reasonable, and does constitute a breach of their maintenance obligations. This portion of the Tenant's application is therefore dismissed.

Issue 2: Sockets Exposed with no Wire Covers

16. The Tenant alleged that there were electrical sockets and wires not covered with a plate in the living room, her bedroom and in one of the children's bedrooms. The Tenant alleged she was worried that her children, aged 7 and 11, or dog would be injured due to the exposed wires. To be cautious, the Tenant testified she placed a nightstand or a TV stand in front of the exposed wires. The Tenant testified that she made note of the exposed wires when she moved into the rental unit, though she did not email the Landlord. The Tenant further testified that she was not aware if the wires were live or not.
17. NB testified that at the move in inspection, he informed the Tenant that the wires were not electrical connections, rather were cable and internet wires. NB testified that there are no exposed electrical wires and the wires are not dangerous. He further testified that the Tenant never raised any concerns about the exposed cables.
18. When asked whether these were electrical connections the Tenant said she did not know. When asked if she could plug an item into the socket, the Tenant acknowledged that she could not plug something in as that was not the type of socket.
19. I find that the Tenant again misrepresented the facts about the alleged issue, and that she knew this was not exposed electrical wires and never notified the Landlord that she was concerned with the cable and internet connection not having a plate. As such, I find that the Landlord did not breach his maintenance obligation as he could not fix something the Tenant never notified him of. This portion of the Tenant's application is therefore dismissed.

Issue 3: Window Screen in Children's Room

20. The Tenant alleged that on April 19, 2024 there was an issue with the front door code and her and her children could not enter the unit as there is only a passcode no key for the unit. The Tenant testified that her dog was in the unit panicking and she was concerned so

she contacted NB. NB told her that he could cut the screen from the window and they could climb into the unit that way. The Tenant testified that after the screen was cut, the Landlord never fixed the screen. The Tenant stated that she had not sent any communication to the Landlord about fixing the screen.

21. NB testified that he never cut the screen. NB had previously advised the Tenant to make sure she changed the batteries in the door lock if it started to beep, so the lock would not become unfunctional. When the Tenant contacted NB, he removed the screen by prying it out. NB testified he told the Tenant that the screen would need to be re-installed from the inside of the window by pushing it back into place and he left the screen leaning against the front door. When NB was removing the screen, the Tenant was video recording him to show how it was removed. After 3 days, NB saw that the screen was still leaning against the door and put it into storage. NB testified that the Tenant never contacted him about the screen after it place did in storage.
22. When asked why the Tenant did not put the screen back into place as explained by the Landlord, the Tenant testified she did not think it was her responsibility and in her lease the Landlord should have to fix it.
23. I again find that the Tenant was not truthful in what had occurred. Her response demonstrated she knew that the screen was not cut and just needed to be pushed back into place from the inside. In addition, while she said she did not think doing so was her responsibility, she stated that she never contacted the Landlord about doing it for her. Therefore, I find that the Landlord did not breach his maintenance obligation as again he could not fix something the Tenant never notified them she had an issue or wanted assistance in putting the screen back in place from inside the rental unit. This portion of the Tenant's application is therefore dismissed.

Issue 4: Smoke Alarms Going Off

24. The Tenant alleged ongoing issues with the fire alarms going off without a repair or remedy from the Landlord. Some of the alleged incidents were prior to 1 year before the application was filed, however there were 5 incidents of the fire alarm going off that were within the LTB's jurisdictional time limit: October 28, 2023, October 29, 2023, March 3, 2024, March 6, 2024 and March 27, 2024.
25. The Tenant testified that she could not recall the exact times the fire alarm went off, but some were in the morning around 7:30am as she was getting ready for work, and others were in the evening between 5:00pm and 6:30pm. The Tenant testified that the fire alarms would go off for approximately 10 minutes on each occurrence. The Tenant testified that her children were home alone on the March 10, 2024 occurrence and that they have nightmares still because of the fire alarms.
26. When asked, the Tenant testified she did not know if the alarms were going off in other units, and she and her children were not forced to relocate due to the fire alarms.
27. NB testified that the residential complex's fire alarms are part of the new fire code and if a alarm goes off in one unit it goes off in all of them and there is an audio and visual component with flashing lights and sound. NB further testified that on October 29, 2023, he notified the Tenant he was conducting fire alarm testing to see if he could identify a reason

for the alarms going off. Between that date and March 3, 2024, the fire alarms were not an issue. During March 2024, when the fire alarms went off again, he inspected the other units and found no issue with the fire alarms. NB testified he did not inspect the fire alarm in the Tenant's unit as she was very hostile towards him and he had limited opportunities to be able to enter the unit to inspect her fire alarms.

28. I am not satisfied that the Tenant has established on a balance of probabilities that the fire alarm going off is a breach of the Landlord's maintenance obligations. The Landlord did testing in October 2023 when first notified of an issue, and conducted checks of the alarms he had access to in March 2024 and no issues were identified. I find that there was not an ongoing issue with the fire alarms for the Landlord to fix. therefore I do not find that the Landlord has breached their maintenance obligation. Therefore, this portion of the application is dismissed.

Issue 5: Issues with the air conditioner

29. The Tenant testified that on May 15, 2024 she noticed the air conditioner was malfunctioning and not working. She noticed that there were heating and cooling trucks outside the residential complex and thought the Landlord was completing work. When the air conditioner still did not work, the Tenant emailed the Landlord on May 25, 2024. The Landlord responded he could come and look at it that day, but the Tenant testified she asked whether he could come on May 26, 2024 instead. The Tenant testified the Landlord did not attend the rental unit until June 5, 2024, and the air conditioning was never fixed prior to her vacating the rental unit at the end of June 2024.
30. The Tenant testified that she could not open her windows as there was no screen on one of the windows, as discussed above, and that there was no air flow in the house. Her dog was very dehydrated, and the temperature of the rental unit was so hot that it was difficult for her and her children.
31. NB testified that when the Tenant emailed him on May 25, 2024 he reminded her that she is supposed to contact him with concerns immediately, not 1.5 weeks after. NB testified that he did not believe the Tenant that there was anything wrong with the air conditioning as the unit that supplies air conditioning to her unit also supplies the commercial unit that is in the same complex, and the commercial unit had air conditioning at the time of the complaint.
32. NB testified that he had inspected the air conditioning unit outside and the fan was running and there did not appear to be any issues with the actual unit and it was supplying cold air to the commercial unit. The Tenant uploaded videos of an air conditioning unit where the fan was not running, however NB stated that was the unit for the other rental unit and not the one that supplies her rental unit.
33. NB testified he made attempts to schedule a time to look at the thermostat in her unit, however he thinks the Tenant delayed him coming until she could have two individuals with her when he came into the rental unit. When NB entered the unit, he testified that the thermostat did not have a high temperature and was in the mid 70s. He thought maybe there was an issue with the connection and the wires were in the closet. NB testified he asked the Tenant to move her items in the closet so he could access the wires, and when

he saw that the items in the closet were blocking the main water shutoff, he took a picture, which upset the Tenant and the individuals with her.

34. During the interaction, the male individual with the Tenant kept making comments to NB, and NB said he finally just cut off the thermostat as he figured something was wrong with it and he needed to get out of the house. The male individual pushed NB off the porch and NB called the police. The 2 individuals with the Tenant left before the police arrived. The Landlord provided the videos uploaded by the Tenant to the portal to the police, and the police notified him that the video was missing parts.
35. The Landlord provided documentary evidence that the thermostat was fixed on June 13, 2024 by Syles Mechanical, and the thermostat was relocated from the Tenant's unit to the commercial unit so the Landlord could have access. After June 13, 2024, the Tenant did not raise further complaints about the air conditioning.
36. NB acknowledged that there would not have been air conditioning between June 5, 2024 and June 13, 2024 due to him cutting the thermostat, however he testified the weather was cool during this period. Except for this period, the air conditioning was never broken.
37. The Tenant asked for an adjournment at this point to have the male individual attend the hearing, however I denied this request as the Tenant should have brought all her witnesses for this hearing date and she was the one that had uploaded the videos that showed the male individual and the altercation with the Landlord.
38. I am not satisfied that the Tenant established that the air conditioning was not working from May 15, 2025 to June 4, 2025 and after June 13, 2025 as I find her testimony of events lacking credibility. I find that the Tenant demonstrated a lack of consistency throughout the hearing on all other issues alleged, and specifically misrepresented the facts on several occasions. The fact she did not provide the full video in disclosure and only parts further leads me to find that the Tenant is again trying to manipulate the facts of the alleged issue. Therefore, I find that the evidence of the Landlord is more credible.
39. Based on the evidence from the parties, I find that the only period of time in which the air conditioning was not working was during June 5, 2024 to June 13, 2024. The Landlord inspected the external unit and found no issue, and the unit was still supplying air conditioning to the commercial unit. I accept NB's evidence that he had conducted a reasonable investigation and he had not identified any issue with the air conditioning prior to June 5, 2025. I also accept NB's evidence that the air conditioning was not working due to him removing the thermometer on June 5, 2025 and he had a repair technician fix the unit on June 13, 2025.
40. I find that the air conditioning was not working from June 5, 2025 until June 13, 2025, though I am satisfied on a balance of probabilities that NB did have the air conditioning repaired as soon as possible within 8 days of the issue commencing. Therefore, the Landlord did not breach his maintenance obligation, and this portion of the application is dismissed.

Conclusion:

41. I find that the Tenant has not established on any of her allegations that the Landlord breached their maintenance obligations under the Act, and therefore the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

January 13, 2026
Date Issued

Allana McComb
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.