



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-031188-25

In the matter of: 79 Janefield Ave
Guelph ON N1G2L4

Between: Sarah Elizabeth Milligan Tenant

And

Tom Van Horne Landlord

Sarah Elizabeth Milligan (the 'Tenant') applied for an order determining that Tom Van Horne (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 and did not meet his maintenance obligations.

An Adjudicative Case Conference (ACC) was scheduled to be heard by videoconference on January 7, 2026.

Only the Tenant attended the ACC.

As of 10:39am, the Landlord was not present or represented at the ACC although properly served with notice of this ACC by the LTB. There was no record of a request to adjourn the ACC. As a result, I held a hearing of the application which proceeded with only the Tenant's evidence.

Reasons:

1. At the hearing, I told the Tenant that because she had filed her application on April 14, 2024, pursuant to section 29(2) of the *Residential Tenancies Act, 2006* (RTA), I could not consider any contraventions that occurred prior to April 14, 2023. I heard the Tenant's evidence regarding contraventions from that date onward.
2. Unfortunately, I made an error in identifying the filing date. Upon reviewing the file, I see that the Tenant actually filed the application on April 14, 2025. This means that I cannot consider any contraventions prior to April 14, 2024.
3. The Tenant vacated the unit on April 30, 2024, so the only time period within my jurisdiction is the sixteen-day period from April 14 to 30, 2024.
4. Almost all the issues raised in the application were resolved prior to April 14, 2024, so I have no jurisdiction to award remedies for them. There are two exceptions.

5. First, there was mould in the bathroom. The Tenant complained to the Landlord and the Landlord covered over part of the mould in 2023, but mould persisted in the rest of the bathroom. As the issue appears to have been minor, I will award a 2% rent abatement for that period. The monthly rent was \$650.00, so a 2% abatement for sixteen days comes to \$6.84.
6. Second, the Landlord throughout the tenancy the Landlord refused to provide rent receipts as required by section 109 of the RTA, even though the Tenant asked for them. This was an ongoing contravention, so he was still in breach of his obligation to provide receipts from April 14 through 30, 2024.
7. The RTA does not provide for a specific remedy to a contravention of section 109, but I am satisfied that the failure to provide receipts substantially interfered with the Tenant's reasonable enjoyment of the premises. I will award a rent abatement of 5% for the sixteen-day period covered by this application during which the Landlord continued to fail to provide receipts, \$17.10 total.
8. Since the Tenant was successful in her application, the Landlord must also reimburse her filing fee of \$48.00. The total award comes to \$71.94.
9. Unfortunately, due to my error regarding the filing date, the Tenant adduced evidence of considerable additional issues which would have led to a more substantial award if they had been within time. However, I have no jurisdiction to award a remedy for any contravention outside the sixteen days covered by this application.

It is ordered that:

1. The Landlord shall pay the Tenant \$71.94, which represents a rent abatement and reimbursement for the filing fee for this application.
2. If the Landlord does not pay the Tenant the full amount owing by January 26, 2026, the Landlord will owe interest. This will be simple interest calculated from January 27, 2026 at 4.00% annually on the balance outstanding.

January 15, 2026
Date Issued

Dale Whitmore
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.

