



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-090161-24

In the matter of: 206, 238 CAMPBELL ST
COLLINGWOOD ON L9Y4X4

Between: Briley Crosgrove Tenant

And

ROI Property Management Landlord

Briley Crosgrove (the 'Tenant') applied for an order determining that ROI Property Management (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.

The Tenant also applied for an order determining that the Landlord failed to meet their maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

An Adjudicative Case Conference (ACC) was held by videoconference on January 7, 2026

The Tenant, The Landlord's agent, Todd Burgess, and the Landlord's legal representative, Charlotte Hengeveld, attended the ACC.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

At the hearing the parties agreed:

1. The lawful monthly rent is \$1,891.12 and is due on the first of each month.
2. The boiler for the residential complex is not turned on for the months of July through September. When the boiler is not running, the Tenant does not experience issues with noise which is the subject of their application.
3. The Landlord will apply a \$250.00 rent credit towards the Tenant's lawful rent until the boiler is replaced except for the months of July through September when the boiler is not in use.

4. The Landlord will apply a per diem credit towards the Tenant's rent during the month the boiler is replaced. Based on the monthly rent credit, the daily rent credit is \$8.22 calculated as follows: $\$250.00 \times 12$, divided by 365 days.

It is ordered on consent that:

1. The Landlord shall apply a credit of \$250.00 per month towards the Tenant's lawful rent commencing January 2026 until the date that the Landlord replaces the boiler in the residential complex except for the months of July, August, and September when the boiler is not in use. The Landlord is not required to apply the rent credit during the months of July, August, and September.
2. The first rent credit shall be applied by the Landlord on or before February 1, 2026, and shall be in the amount of \$500.00 to cover the rent credit for both January 2026 and February 2026.
3. Within the month that the boiler is replaced, the Landlord will apply a rent credit of \$8.22 per day from the first of the month to the day of the month that the boiler is replaced.
4. This order resolves all issues of the Tenant's application.

January 12, 2026
Date Issued

Melissa Anjema
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.