



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-021423-23

In the matter of: 2 Ann Street
Havelock ON K0L1Z0

Between: Don Draper Tenant

And

Suzanne Scher Landlord

Don Draper (the 'Tenant') applied for an order determining that Suzanne Scher (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; withheld or interfered with their vital services or care services and meals in a care home; and, an order determining that 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 December 8, 2025.

The Landlord, the Landlord's representative Hugh Scher, the Tenant and the Tenant's representative Nadine Little attended the hearing.

Determinations:

1. The Tenant filed a T2 Application pursuant to s.29(1) of the Act, alleging the Landlord substantially interfered with their reasonable enjoyment, or with the reasonable supply of a vital service the Landlord is obligated to supply
2. In addition to the T2 Application, the Tenant brought a T6 Application pursuant to s.29(1) [Residential Tenancies Act, 2006](#) (the 'Act'), and alleges the Landlord breached an obligation under s.20(1):

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards

3. Both applications were filed on March 10, 2023. The amended applications were served on December 4, 2024 and filed with the Board on December 8, 2025.

4. Section 29(2) of the Act provides that no application may be made more than 1 year after the date of the alleged conduct giving rise to the application occurred. The Tenant sought to introduce additional allegations in the amended application that occurred both more and less than 1 year prior to the amended application service date of December 4, 2024. Accordingly, at the commencement of the hearing, the Tenant was informed that with respect to any new and distinct allegations contained in the amended application, only those allegations occurring within 1 year of the December 4, 2024 service date would be considered.
5. There are 2 units in the residential complex, with the Tenant residing in the larger unit located on the left-hand side of the home.
6. The Tenant has resided at the rental unit for approximately 11 years and thus the commencement of tenancy pre-dated the Landlord's purchase of the property by approximately 6 years. The Tenant vacated the rental unit on December 1, 2024.

T2 Application

7. The Tenant Donald Draper (the "Tenant" or "DD") alleges the Landlord/Landlord's agent (collectively the "Landlord") engaged in conduct that substantially interfered with the Tenant's reasonable enjoyment of the rental unit commencing in January 2023.

Thermostat/Heat

8. Throughout the tenancy, the Tenant has had control and access to the building thermostat. DD testified that on January 16, 2023, however, the Landlord's agent installed a lockbox over the thermostat which was set at 65 degrees Fahrenheit. DD produced a text communication from that same day to the Landlord, stating "*Please make sure that's set at 20. I normally keep it at 18. But 20 is what the law says...You are not welcome back here...*"
9. DD subsequently removed the lock box, after which, the Landlord altogether removed the Tenant's ability to access the thermostat. According to DD, almost immediately thereafter there was inadequate heat within the rental unit. The Tenant produced a text communication and picture of a temperature reading stating "*Good morning. I woke up to less than 15 degrees this morning...*" The Tenant also produced pictures of approximately 6 temperature readings purportedly taken at random times from January-February 2023 and showing temperatures ranging from 61.7 degrees to 65.3 degrees. The Tenant testified he purchased space heaters, wore extra clothing and contacted bylaw enforcement. No documentation or report from bylaw enforcement was produced in support of their visit or purported findings.
10. The Landlord Suzanne Scher (the "Landlord" or "SS") stated the Tenant's windows were opened at times during the winter months thus resulting in inconsistent heat throughout the building. According to SS, the Tenant's actions prompted the need to initially install a lockbox

on the thermostat in to ensure consistency in temperature throughout both units. When the Tenant's access to the thermostat was subsequently altogether removed, SS noted that other tenants did not express any heat concerns. The Landlord takes the position the Tenant chose not to install a vapour barrier and, in any event, had a functioning furnace, space heaters and a propane heater.

11. The Tenant did not produce a logbook of temperature recordings, but produced pictures of temperature readings from in or around January and February 2023. While the Landlord questioned the accuracy/reliability of the temperature readings and noted there were other heat sources, the Landlord's evidence was somewhat vague as to when the propane source of heat was last serviced and, in the circumstances, I find the Tenant's evidence more believable that the available sources of heat were not sufficient during the early part of 2023 when the temperature readings, which I found reliable, were taken.
12. Consequently, I find there was some disruption to the Tenant's use and enjoyment of the rental unit as a result of the Landlord's removal of the Tenant's access to the thermostat and resulting intermittent lack of heat. As a result, I find the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant. I find a 30% abatement for the period of mid-January 2023 to the end of February 2023, for a total abatement of \$450.00 to be appropriate. While the Tenant requested an abatement for the period of time extending beyond February 2023, the Tenant did not produce a logbook of temperature recordings, nor did the Tenant produced pictures of temperature readings occurring beyond that date. In the circumstances, I find there was insufficient information presented as to interior temperatures experienced within the unit after February 2023 and thus, I decline to award an abatement beyond February 2023.

Utilities/Parking/Patio

13. DD testified he was approached by the Landlord with multiple requests to change the lease terms, including but not limited to a Landlord request to pay for 60% of the utilities at the residential complex (notwithstanding the fact utilities were included in the Lease) ("**Utilities Request**"); a Landlord request to park on the smaller driveway so that the new tenants could utilize the larger parking area that the Tenant was using ("**Parking Request**"); and, a Landlord request that the Tenant share his backyard patio with the new tenants (the "**Patio Request**")
14. The Tenant submits the Landlord's requests were part of a broader pattern of harassment/interference due to deteriorating relations between the parties. While the Landlord appears to be attempting to change certain implied lease terms, the Landlord did not unilaterally proceed which such changes upon being advised of the Tenant's refusals. In the circumstances, I find there was insufficient evidence presented to show that the Landlord's Utilities Request/Parking Request/Patio Request, individually or in aggregate,

rose to the level of constituting a breach under the Act. Consequently, these claims are denied.

Freezer

15. The Tenant testified that on February 8, 2023, he was asked to unplug/remove his freezer from the common area basement. DD noted the freezer had been in use for several years without any raised safety concerns by the Landlord. When DD refuse to comply with the Landlord's request, the Landlord's agent removed the plug and thereby purportedly caused the Tenant's food to spoil. The Tenant seeks \$1000 in food spoilage costs.
16. The Landlord submits they requested that the freezer be removed due to safety concerns and noted they only became aware of the freezer's location during the neighbouring tenant preparation process. According to SS, the Tenant made alterations to the original freezer plug so as to connect the freezer to the main breaker and thus a safety issue became apparent at that time. The Tenant was subsequently requested to move the freezer within an approximately 1-week period and when this was not done, the Landlord unplugged the freezer out of safety concerns.
17. While the Tenant submits the freezer removal is a change in lease terms and part of a broader pattern of harassment/interference, I found the Landlord's testimony credible that the freezer location was only recently noticed and that the Landlord's actions were the result of a legitimate safety concern. The freezer was located in a building common area and it is clear the Tenant was given reasonable advanced notice of the Landlord's intentions but the Tenant failed to act. As I do not find that the Landlord's actions constituted a breach of the Act, this allegation is dismissed.

Shed

18. The Tenant testified that throughout the tenancy, he used the backyard shed for storage. In March 2023, the Landlord removed the Tenant's lock so the shed could be used by the new tenants. While the Tenant acknowledged the shed was positioned closer to the neighbouring tenant's side of the yard, DD noted he had exclusive use of the shed throughout his tenancy.
19. Based upon the evidence presented, it appears the Landlord sought to unilaterally change the terms of the lease by removing the Tenant's exclusive access to the shed and in the process, I find there was some disruption to the Tenant's use and enjoyment of the rental unit. As a result, I find the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant. I find a 5% abatement for a total of

\$50/month for the requested period of time in the Tenant's application of 12 months commencing March 2023 to be appropriate, for a total abatement of \$600.00.

20. The Tenant additionally alleged that the neighbour tenant's dog would bark "non-stop" and the neighbouring tenants would smoke, however few particulars such as dates or times were provided, nor was any corroborating or documentation evidence produced in support. These allegations are accordingly dismissed.

T6 Application

21. The Tenant's T6 application relies upon the same issues and particulars identified in the Tenant's T2 Application. Based upon the evidence presented, I find I have sufficiently addressed any breaches as part of the remedies awarded in the T2 Application above and I do not find the Tenant has established any new or aggravating factors justifying an additional remedy in the T6 Application. The Tenant's request for relief under the Tenant's T6 Application is accordingly, denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,098.00. This amount represents:
 - \$1,050.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 31, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 31, 2026, the Landlord will owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 20, 2026

Date Issued

Peter Nicholson

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.