



Order under Section 31 Residential Tenancies Act, 2006

Citation: Cunha v Blair, 2026 ONLTB 4359

Date: 2026-01-15

File Number: LTB-T-074177-24

In the matter of: Unit 206, 50 MAPLE AVE
NORWOOD ON K0L2V0

Between: Cindy Cunha Tenant

And

Urena Blair Landlord

Cindy Cunha (the 'Tenant') applied for an order determining that Urena Blair (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on January 8, 2026.

The Tenant, the Tenant's Legal Representative Jimmy Gangadin, the Landlord and the Landlord's Legal Representative Ting Cao attended the hearing.

Determinations:

1. As explained below, the Tenant proved one of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$977.25.
2. I agree with the Landlord's submissions made at the hearing that Ms. Carmichael should be removed as a respondent party, since I have not found the Tenant has established that the Landlord's Agent Ms. Carmichael engaged in any personal conduct involving the Tenant. The Landlord is ultimately responsible for the claim the Tenant has proven. Accordingly, Ms. Carmichael is removed as a respondent and this order is made against the Landlord only.
3. This T2 application concerns the following issues:

- a) The Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit by failing to address maintenance issues with respect to heat in the unit, wasp nests, garbage and recycling and the windows.
 - b) The Landlord substantially interfered with the Tenant's reasonable enjoyment and harassed the Tenant by serving her an N12 notice of termination and because the Landlord's Agent spread false information about the Tenant and spoke negatively about her to others.
- 4. The rental unit is two level condominium in a building with other units. The Landlord owns only this rental unit in the building. The monthly rent was \$1,995.00.
 - 5. The Landlord used the services of Dyanne Carmichael as a rental agent. Ms. Carmichael was the person the Tenant dealt with when signing the tenancy agreement between herself and the Landlord. Ms. Carmichael also works for the condominium builder at the property and as such, the Landlord also used Ms. Carmichael to address issues in the tenancy on her behalf.
 - 6. The Tenant moved into the rental unit on April 15, 2024.

The Issues

- 7. The T2 application begins by claiming that on April 16, 2024, the Tenant first contacted the Landlord's Agent, Ms. Carmichael, regarding a heating and cooling issue in the rental unit. However, the Tenant testified that when she moved into the rental unit on April 15, 2024, there were no issues and that they only began a couple of weeks after she had moved in. She described these issues as the heating, rodents, wasps, communication and slander.
- 8. After confirming the Tenant's testimony with her, I asked why the application claims the Landlord was first contacted about the heat on April 16, 2024, not a couple of weeks later. At this time, the Tenant changed her testimony by stating the heating issue was brought to the Landlord's attention before she moved into the unit. She did not say when this was and the application does not claim when this took place.
- 9. The Tenant's Legal Representative explained to the Tenant the importance of stating when things occurred so that the Board could understand the issues and the basis for the remedies being requested. The Tenant then stated he testimony would not include accurate dates but rather approximations because it been almost two years since the events described in the application took place.

Heating

- 10. The Tenant testified that she told Ms. Carmichael the furnace was blowing both hot and cold air and that the maintenance light was illuminated. She stated this was initially told to Ms. Carmichael verbally before they exchanged emails. The Tenant stated she did have an email showing this but did not provide it. The Tenant's testimony was she told Ms. Carmichael about the issue either on the day she moved in or not very long after. Later she stated she notified the Landlord's Agent about the heating issue two days after moving in. I again reminded the Tenant her earlier testimony was there were no issues until a

couple of weeks after she moved into the unit. The Tenant responded that it was April at the time and the heat did not need to be on. Her evidence was that when she did turn the heat on, she noticed the issue.

11. The Tenant submitted text messages from April 29, 2024 showing Ms. Carmichael asked the Tenant not to bring in an outside technician to check the furnace and that she had asked the previous Tenant if she had experienced the same issue. Ms. Carmichael later on April 29, 2024, sent a message to the Tenant advising she had heard back from the previous tenant and that changing the fan setting to “auto” would resolve the problem. The Tenant, when asked if she tried the solution provided, responded by saying she tried everything.
12. Instead, the Tenant hired a technician to attend the unit. The Tenant submitted an invoice from Kenetic Energy Ltd. dated on April 30, 2024. The invoice states the technician showed the Tenant how to turn off the main control that when on, blows air through the ductwork when the furnace is not running. The technician tested the furnace and found the furnace passed all of the tests done. The Tenant stated this resolved the issue. The Tenant stated the original thermostat settings were from the previous tenant and that the technician she hired changed the settings for her.
13. Based on the Tenant’s evidence, I am not convinced the issue with the furnace settings substantially interfered with the Tenant. First, I am unable to conclude when the issue was actually brought to Ms. Carmichael’s attention such that I can determine whether the Landlord’s response was reasonable and timely.
14. Clear evidence of when the Landlord’s Agent was first notified of an issue is a vital piece of information the Board requires to not only determine the adequacy of the response, but also to determine a remedy if one is warranted. Here, I found the Tenant’s changing testimony on this issue, likely caused by the passage of time and memory fade, was unreliable. I do not find the Tenant has established on a balance of probabilities when Ms. Carmichael was notified of the problem such that I can determine whether the response was reasonable or how long the issue existed after the Landlord was notified.
15. Second, the solution suggested by the Landlord was given to the Tenant before she incurred the costs of hiring a technician. While the Tenant stated she tried everything, I am not convinced she did. I find the problem was most likely resolved, based on the Tenant’s own testimony and the technician’s invoice, by the solution suggested since changing a setting on the thermostat corrected the issue. For both of these reasons, this claim is denied.

Windows

16. The Tenant testified the windows in the unit only open about two inches and are therefore unsafe and do not meet building and safety standards. The Tenant stated she could not get out of the unit from these windows in the event of a fire. She stated she never notified the Landlord of her concerns because they did not communicate apart from when the Landlord served her an N12 on August 13, 2024. The Tenant testified neither the Landlord nor the Landlord’s Agent ever discussed the windows with her.

17. The Tenant provided no evidence showing the windows were not in compliance with building code standards. For their part, the Landlord submitted a copy of the occupancy permit issued by the municipality on May 2, 2023 showing the rental unit was fit for occupancy and in compliance with the Ontario Building Code.
18. Based on the evidence presented, I am not satisfied the Tenant has shown the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit with respect to the windows. No evidence was provided showing the windows in the rental unit did not comply with the Building Code or that they were objectively unsafe. The Tenant's subjective opinion about the windows is not evidence they were in any need of attention, adjustment or replacement given the occupancy permit issued by the municipality. This is the Tenant's application and it is therefore their burden to show the windows did not comply with building standards resulting in substantial interference. Here, the Tenant has failed to do so and this claim is denied.

Wasps

19. The Tenant testified there was a severe wasp issue outside her entrance to the rental unit. The Tenant could not have her grand daughter at the unit because she uses an epee pen for bee stings. In addition, her dog could not sit outside due to the presence of the wasps. The Tenant stated she notified Ms. Carmichael about the issue in July 2024. The Tenant provided an email from July 13, 2024 showing she informed the Landlord's Agent of two wasp nests nearby her entrance to the rental unit. An additional email was sent to the Landlord directly, informing the Landlord of the wasp problem. The email advises the Landlord that Ms. Carmichael had told the Tenant to contact the Landlord about the issue.
20. The Tenant stated that on August 28, 2024, Ms. Carmichael and her husband attended and sprayed Raid in the vents and pipes the wasps had made nests in. The Tenant submitted a text message from Ms. Carmichael dated on August 28, 2024, where she states the wasp problem was taken care of the evening before and that the Tenant was present. The Tenant responded by stating the steps taken had not resolved the issue.
21. The Tenant testified the wasp problem had not been rectified and she hired a pest control company to attend the property. The Tenant submitted an invoice from Abell Pest Control dated August 28, 2024 showing she paid Abell 186.45. The invoice shows 10 wasps were detected and that wasp nests were treated in the exterior pipes. The invoice also suggests installing screens over the entry pipes to prevent pest entry.
22. Neither the Landlord nor the Landlord's Agent gave any explanation for why it took from July 13, 2024 to August 27, 2024 to respond to the presence of wasps outside the Tenant's entrance to the unit apart from Ms. Carmichael stating it was a bad year for wasps. Ms. Carmichael acknowledged she is not a pest control professional and that she believed from past experience, spraying Raid would resolve the issue and asserted it had.
23. In the absence of any reasonable explanation from the Landlord justifying a 45-day delay in addressing the wasp issue, I cannot conclude the Landlord responded reasonably. The Tenant could not have her granddaughter at the unit due to her allergy and could not have her dog sit outside. I can also infer some unease on the part of the Tenant when entering and exiting the unit with the presence of wasps. For these reasons, I am convinced the

Tenant has shown the Landlord's lack of response to the presence of wasps for 45 days did substantially interfere with the Tenant's reasonable enjoyment of the rental unit. Accordingly, this claim is granted.

Garbage and Recycling

24. The Tenant testified she was without garbage and recycling bins for two weeks. Ms. Carmichael sent an email to the residents advising the residents to put their garbage into an empty unit until new bins are delivered. The undated email was submitted into evidence and it advises the residents a new bin will be delivered early the following week and that in the meantime, anyone with garbage from the current week can store it in an empty unit. The Tenant stated this email was sent in August 2024.
25. The Tenant stated the empty unit used was below the rental unit and that the storage of garbage in an empty unit at the property was an issue because it could attract rodents and insects, particularly since the other residents also had pets.
26. The Tenant gave no evidence that the Landlord's temporary solution actually caused these issues or that she suffered any impact apart from choosing to take her own garbage to the dump. The Tenant did not advise the Landlord or Ms. Carmichael that she was not happy with the circumstances nor did she ask for a different solution. Considering the evidence provided, I do not find the Tenant has established the Landlord substantially interfered with her reasonable enjoyment of the rental unit because of a temporary garbage solution implemented while awaiting the delivery of new bins to the property. For these reasons, this claim is denied.

Service of an N12 Notice

27. The Tenant testified that after making complaints about the circumstances addressed above, the Landlord served her an N12 notice. The reason for the notice was that the Landlord required the unit for her son to live in. The Tenant stated that she believed this N12 notice was served because of the issues she was having in the unit.
28. The Landlord testified that after the Tenant vacated the rental unit her son did move in and lived there for a couple of months because he found his commute too long.
29. This application is not a T5 application claiming a notice of termination was served in bad faith. The Tenant was free to file such an application if she believed the N12 was given in bad faith and moved out because of it.
30. While the Tenant may believe the N12 was given in response to her issues, her belief alone is not evidence of harassment or substantial interference. Without more, I am not convinced the Tenant has shown the service of an N12 notice, particularly when the Landlord's son did move into the unit, albeit for a brief period, amounts to substantial interference or harassment. For these reasons, this claim is denied.

Spreading False Information and Speaking Poorly of the Tenant

31. The Tenant testified that the Landlord's Agent Ms. Carmichael spoke to other tenant about her in a negative manner. These communications included name bashing and false claims such as the Tenant being involved with drugs. The Tenant stated Ms. Carmichael had a derogatory nickname for various residents.
32. The Tenant submitted a text message received by another resident at the property on August 30, 2024 that was sent by Ms. Carmichael. In the text message to this other resident, Ms. Carmichael states she had spoken with the Tenant and found her to be rude and that the Tenant told her that other text messages Ms. Carmichael had sent to this other resident were slanderous. The text message closes with Ms. Carmichael asking this other resident why she is sharing her communications with the Tenant.
33. This text message does not show anything that was said to anyone that amounts to the spreading of false information about the Tenant or deriding her in anyway apart from asserting she was rude. Ms. Carmichael acknowledged sending the text and that the Tenant was the subject. She could not recall the specific circumstances of the message but stated she had not slandered or spread any false information about the Tenant.
34. The Tenant submitted a letter written by another resident at the property explaining her experiences with Ms. Carmichael and describes her as a nosy person. The Tenant testified that this letter warned her not to trust Ms. Carmichael. The author of this letter did not attend the hearing to testify about its contents and no reasonable reason for this was provided. This letter is hearsay evidence. In the absence of some evidence that it was necessary for the Tenant to rely on this hearsay evidence instead of testimony from this person, I gave the letter no weight. I also did not find another resident's opinion of Ms. Carmichael had any bearing on the Tenant's allegations.
35. All of the Tenant's allegation concerning harassment and the spread of false information by Ms. Carmichael were either undated generalized accounts of things that happened, undated generalized versions of things that were said to others and told to the Tenant or incidents that the Tenant said took place in August 2025, after the Tenant had already moved out of the unit. None of these people attended to the hearing to testify about what was actually said to them or by whom. No reason for their absence was provided and I found this hearsay evidence unnecessary and unreliable.
36. For all of these reasons, I did not find the Tenant's evidence on this issue convincing and I cannot conclude she has shown on a balance of probabilities that the Landlord's Agent Ms. Carmichael engaged in conduct that substantially interfered with the Tenant or that she engaged in an ongoing course of conduct that amounts to harassment. This claim is therefore denied.

Remedies

37. The Tenant sought an abatement of rent. Abatement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be getting 100% of what you are paying for and if you are not getting that, then a tenant should be entitled to abatement equal to the difference in value. Since I have found the Landlord did substantially interfere with the Tenant's reasonable enjoyment of the rental unit with respect to the presence of wasps, I conclude a rent abatement is appropriate for the issue.

38. When I consider the impact to the Tenant, including the inability to have her granddaughter at the unit, the inability to have her dog sit outside and the obvious concern of walking amongst wasps when coming and going from one's home for 45 days of the Landlord's inaction, I find an abatement in the amount of 15% is reasonable. Based on the monthly rent of \$1,995.00, this amounts to \$9.84 for each day the issue persisted. Accordingly, \$442.80 will be ordered in a rent abatement for the unaddressed presence of wasps between July 13, 2024 and August 27, 2024.
39. The Tenant also sought reimbursement for the \$186.45 she paid Abell Pest Control to address the wasp issue. I am satisfied based on the evidence, including the invoice from Abell noting the presence of wasps and wasp nests on August 28, 2024 that Ms. Carmichael's spraying of Raid the day earlier did not resolve the problem. For these reasons, I find the Tenant is entitled to reimbursement of the amount she paid to end the issue and it will be ordered.
40. The Tenant also sought an order for general compensation. The amount requested was \$30,000.00 inclusive of the other remedies sought in the application. This amount is not reasonable. When I consider the circumstances here, including the disruption to the Tenant's daily life and the stress and aggravation caused by the lack of response from the Landlord and the need to finally resolve the issue herself, I find \$300.00 in general compensation is appropriate. This amounts to approximately 15% of one month's rent and is justified in my view.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$977.25. This amount represents:
 - \$442.80 for a rent abatement.
 - \$186.45 for the reasonable out-of-pocket expenses the Tenant incurred.
 - \$300.00 in general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 26, 2026.
3. 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

John Cashmore
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.