



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-019024-24

In the matter of: 1, 372 LAFONTAINE AVE, APT 1
LAFONTAINE AVE
OTTAWA ON K1L6X8

Between: Arlette Luanda materanya Tenants
Axel Simwerayi materanya

And

PARAMOUNT PROPERTIES Landlord

Arlette Luanda materanya and Axel Simwerayi materanya (the 'Tenant') applied for an order determining that PARAMOUNT PROPERTIES (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 26, 2025.

The Tenant, Arlette Luanda Materanya, the Tenant's witness, Stephane Bisimwa, the Landlord's Legal Representative, Allan Kouri, the Landlord's Agent, Rodrigo De Silva Farias and the Landlord's witness, Ed Buck attended the hearing.

Determinations:

1. For the reasons below, I am not satisfied on a balance of probabilities that the Landlord did not meet the Landlord's obligations under subsection 20(1) of the of the *Residential Tenancies Act, 2006*, S.O. 2006 c.17 ('Act') to repair or maintain the rental unit in a good state of repair.

Preliminary Matter – Was the correct application filed?

2. At the onset of the hearing, the Landlord's Legal Representative requested that the Tenant's application be dismissed, as the Tenant filed a T6 Application rather than a T2 Application. In summary, in the Tenant's application, the Tenant claims that there is noise coming from the heater, and therefore the Tenant is unable to sleep at night. The Landlord's Legal Representative submits that the remedy that is being claimed is a rent abatement for the noise that the heater is causing, and that the Board order to the Landlord to conduct the necessary repairs. The Landlord's position is that there were no

maintenance issues in the rental unit, the heater was always working, and therefore the Landlord complied with their maintenance obligations. The remedies that the Tenant is claiming derive from a claim of substantial interference against the Landlord, and therefore the Tenant ought to have filed a T2 Application.

3. The Tenant stated that she does not know if the issue is fixed, and she vacated the rental unit on or about November 1, 2025. At the hearing, the Tenant stated that she is claiming the Landlord was in breach of their maintenance obligations and that there was interference due to the noise that the heater was causing. The Tenant further submits that the heater was not properly maintained, however the claims stem from the ongoing noise.
4. Having heard the submissions, I find on a balance of probabilities that the Tenant filed the incorrect application under the wrong section of the Act. Although I heard the Tenant's submissions that they are claiming the heater was broken, the Tenant did not make those allegations in their application for the Landlord to prepare a response to. The Tenant did not claim that the heater was not working, but rather there was noise from the heater that was interfering with her sleep.
5. I note that the Tenant did not file a T2 application for substantial interference in the rental unit pursuant to s.22 of the Act. The courts have held that where a landlord's conduct has been reasonable with respect to a maintenance issue, there is no breach and consequently no remedy. Notably, the Tenant did not apply pursuant to s. 22 of the Act claiming interference of reasonable enjoyment.
6. I acknowledge that there may be circumstances where a maintenance issue could be a substantial interference with a tenant's reasonable enjoyment of a rental unit or residential complex. However, in my view, it is not appropriate to permit that type of claim to be filed under a T6 application when their claim should have been made under section 22 of the Act.
7. At the hearing, after hearing the parties submissions regarding the preliminary matter, the hearing proceeded to the merits of the application as I found it was appropriate to hear the application in its entirety and reserved my decision on the preliminary matter.
8. In the alternative, even if I had found that the Tenant filed the correct application, the Tenant would not be entitled to a remedy under their T6 Application as I find that the Landlord acted reasonably in addressing the issue and therefore find that there was no breach of maintenance obligations and therefore there can be no remedy.

T6 Application

9. There parties provided a significant amount of evidence throughout the hearing, and although it was heard, this order will only reference what I believe is relevant to the application before me.
10. The Tenant testified that there was an issue with the heater making an ongoing noise that was disrupting her. She stated that this was ongoing for two winters, in 2023 and 2024. The Tenant agrees that at all times, the heater was working, however there was a noise coming from it. The Tenant testified that someone attended to repair this on various occasions, however the noise did not stop. She advised that she told the Landlord about

this issue in 2023 and the Landlord responded however in December 2023 nothing was done.

11. The Tenant testified that in July 2024, the Landlord was unable to repair this issue because the heat was not on. In November 2024 the Tenant stated that this noise was still ongoing.
12. The Tenant stated that this matter was before the Board on August 19, 2025, and was adjourned on consent so that the Landlord can resolve this issue. She states that the Landlord only repaired this issue because of the previous time that this matter was before the Board. Due to this noise, she vacated the rental unit. She is requesting a remedy from the Board because she lose sleep for the two years, would wake up from the noise and was forced to stay at a friend's house to be able to sleep. The Tenant submitted videos to the Board to demonstrate the noise that was coming from the heater.
13. Upon cross examination the Tenant testified that in the emails she sent to the Landlord terminating the tenancy on October 3 and October 19, 2025, she did not advise the Landlord that she is moving out due to the noise. The Tenant stated that she did not call property standards to investigate the noise, and did not obtain a measurement of the noise decibels. The Landlord's contractor attended the rental unit approximately five or six times to investigate this issue.
14. The Tenant's boyfriend testified at the hearing. He stated that he would stay at the Tenant's place around four to five times a week and that there was a clicking noise in the background from the heater and that the noise was intermittent.
15. The Landlord's Agent testified at the hearing and stated that there are approximately eleven units in the rental building. When the heat comes on, the water comes out from the boiler in the same level as the Tenant's unit, and that unit is heated by the hot water first. Prior to the Tenant moving in, he never got any other complaints about this noise from tenants who resided in that unit. When the noise complaint was made in November 2023, the superintendent attended the rental unit, and he called a boiler technician as the Tenant said there was noise. On November 13, 2023, the technician attended the rental unit to investigate the noise.
16. In July 2024 he stated that the issue was figured out. There was never an issue with the heat in the rental unit however when the pipes expand it creates this noise. This noise is not constant submits that it is not loud.
17. Upon cross examination he stated that every time the Tenant complained about the noise, the Landlord would investigate and hire the technician to attend the rental unit. This happened in 2023 and various times in 2024.
18. The Landlord's witness, Ed Buck who is the owner of Boilertek Commercial HVAC & Energy Management testified at the hearing that his company specializes in high rise apartments. He is familiar with this rental unit as they installed a new heating system. He attended the rental unit due to noise complaints on various occasions. These complaints were only from this rental unit and the noise that the Tenant was hearing was due to the pipes expanding. To reduce this noise, they lengthened the run time of the boiler pump regarding domestic hot cycles. The Tenant still found it noisy, so they put in an expansion

compensator in the system. This was to reduce the amount of expansion on the steel pipe. Mr. Buck stated that every heating system has expansion noises, and what they did to assist the Tenant in this rental unit they have not done for anyone else as there have not been complaints regarding this. When he was in the rental unit, he did not hear the noises. Copies of the invoices from Boilertek were submitted as evidence to the Board.

19. Upon cross examination, he stated that his first visit was in November 2023, and he does not recall if there was an actual noise. He tried to eliminate any noise by working with the boiler control system. In January 2024 he attended the rental unit again and stated that this type of noise is not unusual for a hydronic system. In July 2024 he attended the rental unit and once again confirmed that this noise is from the expansion of the pipes. Whenever there is heating, there is expansion of the pipes. The noise was not excessive and despite it not being excessive, he did everything he could to eliminate it. He stated that he conducted a major repair on or about October 2025 which involved having to jack hammer the concrete from the basement floor to get the compensator to fit which was not a major repair but unusual for this type of issue. He stated that this is the only unit he received complaints for and every time there was an issue he would try his best to eliminate it, however there was never any issue with the heater.

Analysis

20. Pursuant to subsection 20(1) of the *Residential Tenancies Act, 2006* (the 'Act'):

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.

21. This provision imposes three separate obligations on a landlord: to maintain the residential complex in a good state of repair; ensure the rental unit is fit for habitation; and to comply with all relevant housing standards.
22. 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 obligation as soon as an interruption in service occurs.
23. Based on the evidence before me, I find that the Landlord acted within a reasonable time to address the issues and respond to the Tenant. I further find that the Landlord demonstrated that they were responsive to the Tenant's complaints. Further, I find the evidence of the Landlord's witness credible and consistent, that this was not unusual to happen when pipes expand, and that the heater, at all times, was functioning properly and the Tenant did not lead evidence that there was no heat in the rental unit. Therefore, I do not find on a balance of probabilities that the Landlord's actions amount to a breach of maintenance obligations under the Act with respect to this issue even if I had considered the Tenant's applications under section 20 of the Act. It is worth noting that the Tenant did not file a T2 application for substantial interference in the rental unit pursuant to s.22 of the

Act. Had the Tenant filed a s.22 application, the Tenant may have been able to obtain a remedy under that provision of the Act. The application before me was made pursuant to s.20. The legislature has expressly signalled a consideration of reasonableness of the Landlord's conduct in assessing remedy in the context of work that a landlord does in a rental unit that rises to the level of substantial interference. Where the Landlord has been reasonable by meeting specific legislative requirements, which I find in this case, s.8 of Regulation 516/06 tells us there can be no remedy. Similarly, in this context, where there is an issue and the Landlord takes all reasonable steps to remedy a situation, it would only be logical to conclude there can be no remedy.

24. Therefore, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

January 15, 2026
Date Issued

Nathalia Debski
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.