



Order under Section 31 Residential Tenancies Act, 2006

Citation: Lefebvre v Mustafa, 2026 ONLTB 4482

Date: 2026-01-19

File Number: LTB-T-070028-22

In the matter of: 3156 OLD HIGHWAY 17
ROCKLAND ON K4K1W3

Between: Michel Lefebvre Tenant

And

Tara Mustafa Landlord

Michel Lefebvre (the 'Tenant') applied for an order determining that Tara Mustafa (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 (T2 Application).
- withheld or interfered with their vital services or care services and meals in a care home (T2 Application).
- 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 (T6 Application).

This application was heard by videoconference on July 9, 2025.

The Landlord, the Landlord's Representative, Hanadi Al-Zand, the Tenant, and the Tenant's Representative, Mitchell Kent, attended the hearing.

Determinations:

T2 Application

1. As explained below, the Tenant did not prove the allegations contained in the T2 application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant's substantial interference with reasonable enjoyment claim is centralized around the following issues:
 - a. The Landlord failed to timely complete ongoing renovations in the rental unit and had the Tenant complete the renovations;

- b. The Landlord substantially failed to address an issue with the water quality.
3. Section 22 of the Act states: A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.
 4. However, when the claim is that there was substantial interference during renovations or "work" to the rental unit, section 8 of Ontario Regulation 516/06 ("the Regulation") sets out the criteria for determining an application for substantial interference due to "work". Work includes maintenance, repairs or capital improvements.
 5. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Ongoing renovations

6. The Tenant testified that he moved into the rental unit in April 2022 and the rental unit was undergoing renovations. The Tenant testified that the Landlord asked the Tenant to do minor repairs and work around the rental unit and the Tenant agreed to do so. The Tenant testified that this included doing repairs to the flooring and bathroom.
7. As mention above, a substantial interference claim during repairs or renovations is analyzed under section 8 of O.Reg 516/06. In this case, I am satisfied that the Tenant agreed to do the repairs and work around the rental unit and therefore find that section 8 of O.Reg 516/06 is not applicable as the Tenant had control at all times of the reasonableness of the renovations and repairs.
8. However, I do find that as it pertains to the shower, that claim is more properly analyzed under the T6 as it has to do with maintenance and not renovations and will be analyzed under the Tenant's T6 application.
9. As such, I do not find that the Landlord substantial interfered with the Tenant's reasonable enjoyment of the rental unit during the ongoing repairs or renovation.

Water quality

10. The Tenant testified that the water at the rental unit was well water, and he noticed that the water was brown and oily and smelled bad, so he notified the Landlord. The Tenant testified that there was no filtration system present at the rental unit, and he collected water samples on August 23, 2022, to send to public health to be tested. The Tenant testified that he received the results from public health and sent them to the Landlord on September 6, 2022, and stopped using the water at the rental unit. The Tenant testified that he followed the directions for collecting the sample as per public health, he bleached the faucet then let the tap run for several minutes before collecting the sample.
11. The Landlord testified she reached out to the health officer at public health regarding the results from the Tenant's water sample test. The Landlord testified that she was informed

that the Tenant was told to re-collect a sample as the one he had submitted was overgrown with bacteria and had not been analyzed by the laboratory. The Tenant interpreted the results as indicating the water was bad and did not resubmit samples.

12. The Landlord testified that it took her so long to get her own water samples to test because water softener wasn't being added to the system by the Tenant, so it took time for the softener to be added back to the water supply and the Tenant was denying entry to the rental unit and the Landlord had to collect samples from both inside the house and outside.
13. The Landlord testified that she had to collect samples several times before they were accepted by the lab but ultimately the samples collected on November 15, 2022, came back as uncontaminated. The Landlord testified that the Tenant was insisting on tests other than the free water tests offered by the public health unit and did not seem to be satisfied with the solutions offered by the Landlord.
14. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case that burden rests with the Tenant. Here the Tenant is claiming that the Landlord failed to adequately address the water quality issue.
15. The issue that I have with the Tenant's claim is that, even if I accept that the water test provided from the Tenant was properly collected, which I have doubts based on the Landlord's rebuttal evidence, I cannot determine if the Landlord took reasonable steps to address the quality of the water because the Tenant's own behaviour interfered with Landlord.
16. In this case find that the Tenant's evidence was not as persuasive of that of the Landlord, I do note that there are some credibility concerns with the Tenant's evidence which are more fully discussed below. I find the Landlord's testimony combined with the Landlord's evidence to be more consistent and persuasive. The Landlord offered evidence that the Tenant blocked the Landlord's phone number, responded to the Landlord's emails with threats and harassment, and attempted to restrict the Landlord to taking water samples from only outside the house.
17. I find that the Landlord made attempts to collect water samples to address the water issue but was met with resistance from the Tenant. It appears to me that the Tenant was attempt to strong arm and bully the Landlord into performing the tests he wanted. I cannot find that the Landlord was unreasonable in their attempts to address the issue with the water quality based on the level of resistance they were met with from the Tenant.
18. Furthermore, the Landlord provided proof that the water quality was fine as of November 16, 2022. The Tenant did not present any evidence that there continued to be issues with the water quality after November 16, 2022, other than the Landlord would not get the tests the Tenant wanted. As such, I am not satisfied that there were issues with the water quality after November 16, 2022.
19. Therefore, I find that the Landlord did not substantially interfere with the Tenant's reasonable enjoyment of the rental unit by failing to address the quality of the water.

Withheld vital services

20. The Tenant testified that he stopped using the water on September 6, 2022, after receiving the results from the water sample he sent to public health. He testified that he did not use water from the house again and used bottled water.

21. Subsection 21(1) of the Act says:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

22. Pursuant to section 21(1) heat is a vital service "means hot or cold water". The difficulty with the Tenant's application and submissions concerning the water is that the evidence is insufficient to establish the Landlord deliberately or intentionally withheld water. The evidence before me is that water was readily available. And as of November 16, 2022, as discussed above, the evidence establishes that the water tests show there were no issues with the water.

23. As for the September 6, 2022, water test. I am not satisfied that the results stand for what the Tenant purports they do. The report provided by the Tenant clearly says "No data.....the test was overgrown (heavily contaminated with bacteria often found in the environment) resampling recommended". Based on a plain reading of this I find it means that the sample was not tested due to environmental contamination and the health unit recommended resampling. Unfortunately, the Tenant did not provide a resampling and instead interpreted this result to mean the water was unsafe. However, I find the test was inconclusive as the test was incomplete. The only other water test is that of the Landlord from November 2022 which shows there are no issues.

24. The Tenant's only evidence that there was an interference with a vital service was that the water quality was bad. However, I am not satisfied that the Landlord intentionally interfered or withheld water in anyway.

25. Therefore, I find that the Landlord did not withhold or interfere with the Tenant's vital services.

26. Based on the foregoing, the Tenant's T2 Application is dismissed.

T6 Application

27. As explained below, the Tenant did not prove the allegations contained in the T6 application on a balance of probabilities. Therefore, the application is dismissed.

28. The Tenant's application is centralized around the following issues:

- a. Lack of flooring in laundry room and unfinished transitions;
- b. Contaminated drinking water;

c. Failure to repair the shower;

29. Subsection 20(1) of the Act sets out a landlord's maintenance obligations. It provides that, "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."
30. 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.
31. The Board's Interpretation Guideline 5: Breach of Maintenance Obligations, clarifies that a landlord may choose how to repair or address a problem. The Tenant cannot insist that specific actions are undertaken, and the Tenant does not have a right to insist on a standard of perfection regarding repairs. Although the Interpretation Guidelines are not binding upon me, I find this principle to be persuasive and I have applied it to my analysis, as explained below.
32. Again, I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Flooring and transitions

33. The Tenant testified that the floors were being redone in the rental unit when he moved in and that the Landlord asked the Tenant to finish the flooring. The Tenant testified that since he knows how to do flooring he agreed and did not mind.
34. The Landlord testified that when the Tenant moved in the rental unit had carpet and the Tenant asked the Landlord if she bought new flooring then he would install it to which she agreed. The Landlord testified that she provided the flooring, and the Tenant then installed it. The Landlord testified that anytime there was an issue the Tenant would tell her that he could fix it. The Landlord testified that she was fine to address the problems, but the Tenant wanted to either fix the problems himself or money. The Landlord testified that when the Tenant brought up issues, he wanted money not for the problem to be fixed.
35. I am less concerned with the events leading up to the floors being redone and more concerned with the steps taken after. The issue I must focus on is what steps were taken after the floors started being replaced. Regardless of who caused the floors to be replaced, once the floors started being replaced, the Landlord then had an obligation under section 20(1) of the Act to ensure that the rental unit was maintained in a good state of repair.
36. In light of the circumstances, I am not persuaded by the evidence presented by the Tenant that the Landlord's steps to address the flooring were unreasonable. First, it is the

Tenant's own evidence that he agreed to replace the flooring. I cannot find that the Landlord was unreasonable in addressing the replacement of the flooring and all associated work with the flooring if it is a task the Tenant agreed to undertake.

37. The Tenant was in control of how long it took to replace the flooring at all times. The Tenant did not present any evidence that at any time he told the Landlord he was no longer going to complete the floors and associated finishings or to find someone else to finish them.
38. Based on the circumstances I do not find that the Landlord breached their responsibility under section 20(1) of the Act with respect to the floors and transitions.

Contaminated water

39. I am satisfied that the Tenant notified the Landlord there was a potential issue with the suitability of the water on or about September 6, 2022. However, as discussed in detail above, I am not satisfied that the Landlord's response was unreasonable. The Landlord was free to investigate the water issue in their own way. The Landlord was not obligated, nor was the Tenant entitled, to the tests requested by the Tenant.
40. Again, I am satisfied that the Landlord was delayed in obtaining their own water sample due to interference from the Tenant which interfered with the Landlord's investigation and therefore prevented the Landlord from determining the steps necessary to address any potential issues with the water suitability.
41. Also as discussed in detail above, the Tenant did not present any evidence that there continued to be issues with the drinking water after the Landlord's water test in November 2022, other than he did not drink it because the Landlord would not get the test the Tenant wanted.
42. As such, I do not find that the Landlord was unreasonable in the steps taken to address the issues with the water and therefore the Landlord did not breach their responsibility under section 20(1) of the Act.

Failure to repair shower

43. The Tenant testified that when he moved into the rental unit the original shower was in good condition, but the Landlord asked for the tub and surround to be removed. The Tenant testified that he informed the Landlord that he was able to do the flooring repairs and some of the bathroom renovations, but the plumbing would have to be done by a plumber because the Tenant could not do that.
44. The Tenant testified that eventually he was tired of waiting for the Landlord to finish repairing the shower and he did it on his own. The Tenant testified that he was without a shower in the rental unit for over a month and during that time he had to shower at either his brother's place or his ex-girlfriend's place.

45. The Landlord testified that the Tenant broke the bathtub and the shower without her permission and then told her that he could fix everything. The Landlord testified that she paid for a new bathtub and paid \$1,000.00 for a plumber when the Tenant told her she needed to hire a plumber. The Landlord testified that she paid for whatever the Tenant would ask for.
46. I note that the Tenant had an affidavit that was sworn in December 2022 when the matter was fresh which was offered as evidence. There were several inconsistencies between the Tenant's testimony and his sworn affidavit. For example, the Tenant testified that the original shower was in good condition and the Landlord asked for the tub and surround to be removed. However, the affidavit provides that when the Tenant first moved in the shower was roughed in and could not be used. The Tenant testified that he was without a shower for over a month, but the affidavit indicates that shower was installed in about three weeks.
47. Again, I am less concerned about the circumstances leading to the removal of the shower and more concerned about the steps taken after the shower was no longer functional. However, the inconsistencies between the Tenant's testimony and his sworn affidavit create credibility concerns.
48. It is unclear to me how long it took for the shower to actually be repaired and ultimately who repaired the shower, whether it was the Tenant or the Landlord. Based on the credibility concerns raised by the Tenant's affidavit and the Tenant's testimony I do not find the Tenant's evidence reliable. I do prefer the Landlord's evidence as it was more consistent, however it is vague at best. It appears the Landlord understood the Tenant was going to repair the shower until he told her to hire a plumber at which time she did. Again, I am not sure who repaired the issue and when.
49. Ultimately, the Tenant had the burden to establish it was more probable than not that the Landlord's response to repairing the shower was unreasonable in the circumstance and I am not satisfied that the Tenant has carried that burden. I do believe that the Tenant was without a shower for some period of time. However, I am not sure how long it was. I do find based on all the circumstances and that the Tenant admits he agreed to repair some issues that he likely told the Landlord he would repair the bathroom. I also find that Tenant at some point told the Landlord to hire a plumber. I am satisfied that a plumber was hired.
50. However, the Tenant has presented insufficient evidence to establish how long he was without a shower, when he specifically informed her to hire a plumber, and when the shower was repaired. As such, I am unable to determine whether or not the Landlord's response in the circumstances was timely and reasonable.
51. Therefore, I cannot find that the Landlord has breached section 20(1) of the Act.
52. As such, the Tenant's T6 application is dismissed.

It is ordered that:

1. The Tenant's applications are dismissed.

January 19, 2026

Date Issued

Nicole Pedron

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.