



Order under Section 30/31 Residential Tenancies Act, 2006

Citation: Shier v Robinson, 2026 ONLTB 7393

Date: 2026-01-28

File Number: LTB-T-038727-23

In the matter of: Apartment B, 186 LINGHAM ST
BELLEVILLE ON K8N3T4

Between: Amanda Shier
James Shier
Tenants

And

Cory Robinson
Gillian Robinson
Landlords

Amanda Shier and James Shier (the 'Tenants') applied for an order determining that Cory Robinson and Gillian Robinson (the 'Landlords'):

- 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.

Amanda Shier and James Shier (the 'Tenants') applied for an order determining that Cory Robinson and Gillian Robinson (the 'Landlords') failed to meet the Landlord 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 January 28, 2025, and on September 2, 2025.

The Landlord's Legal Representative Dara Saunders, the Landlords and the Tenants attended the hearing.

The Tenant was provided with CART services for the hearings.

Determinations:

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

Name of Tenants

2. The Landlord alleged that Amanda Shier is not the named tenant in the lease agreement. They stated that the tenants were James Shier and Shelly Rouse. See lease at DOC-4891733. They stated that Shelly Rouse vacated the rental unit after submitting an N15 to the Landlord.
3. They stated that they have not added Amanda Shier to the lease agreement. They indicated that it was possible for Amanda Shier to move into the rental unit with James Shier and not sign or be added to the lease. They stated that they were not aware when Amanda Shier moved into the rental unit.
4. The Tenant Amanda Shier stated that they had been paying rent from their bank account to the Landlord and that James Shier contributed to the rent.
5. Where a tenant vacates pursuant to an N15 notice, the lease is not terminated. The remaining tenant continues to be responsible for the rent and may remain pursuant to the terms of the lease agreement.
6. A tenant may have a guest or occupant move into the rental unit, without the Landlord's permission and that does not make them a tenant.
7. I note in the present case that the Landlord has treated Amanda Shier as a tenant when they named them in an N13 Notice of termination. See DOC-1403324. That N13 notice was resolved when the Tenants vacated the unit on June 30, 2023. (See LTB-T-068925-23 issued on January 17, 2025, at paragraph 6.
8. As a result, I was satisfied that Amanda Shier was for all intents and purposes treated as a Tenant by the Landlord. Therefore, the application can proceed with Amanda Shier as a named tenant.

Res judicata remedies

9. The Landlord submitted that the remedies in this application has been resolved in order LTB-T-068925-23 issued on January 17, 2025.
10. I had indicated that where a remedy had been determined in LTB-T-068925-23 that it would not be fair to consider them again. If there were any remedies not considered in that application that it was open for the Tenants to seek those remedies.

T6 application

11. The Tenant Amanda Shier testified and stated that there had been a flood in the rental unit and that they had notified the Landlord about it on February 10, 2023. They stated that the Landlord was not able to inspect for several days. Before the Landlord came to inspect they took up the flooring and began to conduct repairs. They stated that it took 3 months to complete the repairs.
12. They stated that they found black mould in the rental unit. See photos in DOC-1403112 and in DOC-1403186 and in DOC-1403217.

T2 application

13. The Tenant stated that due to the flood and the subsequent repairs they could not reasonably enjoy their rental unit. They could not have family and friends over to visit.
14. They stated that they had to cut down a tree and that the brush and logs were left all over the yard.
15. The Tenant also alleged that the heat in the basement unit was inadequate. They stated that the upstairs tenants controlled the thermostat. They stated they had complained to the Landlord, however, the Landlord took no action.
16. The Tenant stated that they had learned that the unit was not a legal rental unit from fire and bylaw services.
17. On cross-examination the Tenant Amanda Shier stated that James Shier did not deny access to the Landlord. However, in DOC-4064347 at page 4, the Tenant apologizes for James Shier not letting them in. Instead, the Landlord left a dehumidifier with the Tenants.
18. On cross-examination the Tenant confirmed that they did not have an independent mould analysis undertaken. Instead, they did their own testing.
19. On cross-examination, the Tenant stated that they did not disclose medical information because they deemed it to be confidential. In DOC-1403155 at page 12 is a Doctors letter dated Mar 29, 2022 that states that Amanda Shier "will not be returning to work: indefinitely" At page 13 is a photo of mediations for their pet from the Bell Animal Hospital dated "10-15-22". They stated that they believe their health was affected by the mould they discovered in the rental unit.

Cory Robinson Testimony

20. The Landlord confirmed that the Tenant had advised them of the flood. By the time they were able to enter the unit, the flooring had been ripped up and the blue underlay had been laid. The fridge and stove were on top of the blue underlay. They stated that they would have preferred to enter when the flood occurred but had been denied entry.
21. They had agreed with the Tenants to wait for the spring thaw to ensure the issue that caused the flood had been resolved before replacing the flooring.
22. In the meantime, the Landlord stated that on his own, James Shier began to rip out the wall. They confirmed that the Tenants had not discussed the removal of walls and that if they had the Landlord would have refused permission. They stated that the Tenant Amanda Shier was not happy that James Shier had decided to rip up the wall. See page 25 to DOC-4064347.
23. The Landlord stated that a contractors began the repairs on April 1, 2023. They indicated that the Tenant had put up a blanket or curtain during the repairs as the Tenant was doing training. They stated that they did their best in the circumstances to accommodate the Tenants. They stated that they did replace the sump-pump and after the repairs that there had not been any other flooding reported.

24. The Landlord stated that bylaw had visited the unit and had provided verbal notes for improvements. This was the first time that the Landlord had learned that the basement unit was an illegal unit.
25. The fire department had also walked through and made some recommendations.
26. The Landlord stated that they did not receive any order to comply from the municipality.
27. Regarding the heating issue, they stated that they had contacted the upper unit tenant to try to resolve the heat. The heat would go up for a while, however they were left to try and resolve disputes between the tenants. They agreed that the thermostat was located in the upper rental unit. However, they also provided portable heaters to the Tenants.

Gillian Robinson testimony

28. They would communicate with the Tenant regarding finances, late rent, receipts for deductions from rent etc.
29. They attended on February 12, 2023 and at that time the flooring had been ripped up and the blude underlay was installed.
30. They recalled that they had called an HVAC technician many times to inspect the furnace was functioning properly. They had installed a new thermostat in a different location.
31. They indicated that they believe they compensated the Tenants approximately 1-2K for the materials they had purchased.

Analysis

32. 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.
33. Section 8 of O.Reg 516/06 at paragraph 8(3)(b) provides that the Board shall not find that interference was substantial unless the carrying of the work constituted an interference that was unreasonable in the circumstances.

the Board shall not determine that an interference was substantial unless the carrying out of the work constituted an interference that was unreasonable in the circumstances with the use and enjoyment of the rental unit or residential complex by the tenant or former tenant, or by a member of the household of the tenant or former tenant.

34. In the present case, the issues began with a flood around February 10, 2023. The Tenants appeared to deny access to the Landlord to inspect. Instead, the Tenants began the repairs themselves, without obtaining the consent of the Landlord.

35. The Tenants repairs and actions interfered with the Landlord's ability to retain a contractor to conduct the repairs. In my view, this likely delayed the completion of the work. The parties generally agree the repairs from the flood were completed in about three months. For this reason, I am satisfied that the Landlord acted appropriately and promptly to affect those repairs.
36. The Tenants uncovered mould when they opened up the walls and when they removed the flooring. They treated that mould themselves. It is unclear how long the mould had been present. Mould will typically grow indoors if moisture is present from flooding, infiltration of water from the outside through cracks or leaks in the foundation. In my view at best, the mould was discovered after the flood. It is likely that since the tenants cleaned or treated the mould and then began the repairs that it was not significant nor serious. Based on my observations in the photos disclosed the mould patches were small and therefore could be cleaned using proper precautions.
37. The next issue appears to be that the Tenants discovered that the rental unit was not a legal rental unit. As a result, they requested that all rent they had paid be reimbursed. They did not explain how this had interfered with their reasonable enjoyment. It would appear they lived and occupied the rental unit for residential purposes for a long time. As such, I cannot find that this has somehow interfered with their use retroactively.
38. The issue about a lack of heat was unproven. The O.Reg 516/06 sets out how heat should be measured to confirm that heat is at least 20 degrees Celsius between September 1 to June 15. There was no such evidence. There may have been disputes between the tenants about the temperature, and it appears that the Landlord made efforts to resolve that by providing additional portable heaters to the Tenants. Therefore, any allegation of inadequate heat is unproven.
39. Therefore, in taking a contextual approach to the issues that arose from the flood on February 10, 2023 and the circumstances and actions of the Landlord and the Tenant, I am not satisfied that the Tenants have proven the allegations on a balance of probabilities. I am not satisfied that the repair work was unreasonable in all of the circumstances, particularly given that the Tenant blocked access and undertook some remediation without seeking consent from the Landlord in advance. Therefore, the application is dismissed.

It is ordered that:

1. The Tenants applications are dismissed.

January 28, 2026
Date Issued

Robert Patchett
Vice Chair, 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.