



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-054716-24

In the matter of: 18, 1007 Racoon Road
Gravenhurst ON P1P0C2

Between: Dave Antaya Tenant

And

Sunpark Beaver Ridge Estate Inc Landlord

Dave Antaya (the 'Tenant') applied for an order determining that Sunpark Beaver Ridge Estate Inc (the 'Landlord') collected or retained money illegally.

Dave Antaya (the 'Tenants') also applied for an order determining that Sunpark Beaver Ridge Estate Inc. (the 'Landlord'):

- Substantially interfered with their 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
- Harassed, obstruct, coerce, threaten or interfere with a tenant (T2 Application).

Background:

The Tenants applications relate to the allegation that the Landlord has been illegally charging and collecting out of pocket expenses that are not reasonable pursuant to subsection 166 of the *Residential tenancies Act, 2006* (the "Act") and the testing of water or sewage.

Procedural history:

These matters were initially heard by videoconference on November 12, 2025, at which time, based on the submissions made, I adjourned the matter to give the Landlord time to provide the source documentation (third party invoices) for the 2023 and 2024 water testing invoices provided to the Tenants.

These matters were reconvened on December 3, 2025, at which time they were adjourned again as the Landlord failed to disclose the source documentation on or before November 28, 2025, as directed at the previous hearing. Based on this I directed that the Landlord would be ordered to pay costs.

These applications were heard to their conclusion by videoconference on January 8, 2026, at 09:00 am.

The Landlord Representative Andrew Hyland, Tenant Representative Catherine Grinnell and the Tenant Dave Antaya attended the hearing.

Preliminary issues:

1. At the outset of the November 12, 2025, hearing the Tenant Representative requested permission of the Board to withdrawal the Tenant T2 application.
2. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of the application.

Determinations:

3. As explained below, the Tenants proved the allegations contained in the T1 application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$726.51.

Tenants' testimony and evidence

4. It was the Tenant Representative's uncontested submission that the 2023 and 2024 water testing summary invoices provided were inaccurate as they did not have all the corresponding source invoices from Make Way Environmental Technologies or SGS and the total amount did not reflect the amount charged to or paid by the Tenants.
5. It was also their submission, corroborated by the Tenant's Witness, Sandra Hanna, that all the items on the source invoice from Hanna Water Conditioning for 2023 and 2024, less a \$200.00 weekly service fee, were for the provision of materials related to maintaining the water system.
6. They then submitted that the labour costs of \$54,000.00 on the 2023 and \$52,000.00 on the 2024 Summary Invoices were not reasonable given there was already a third part, Hanna Water Condition, conducting the testing.

Remedies sought.

7. Pursuant to the above submissions, the Tenant Representative submitted that the Tenant was seeking the following remedies:
 - a. \$616.32 representing the amount they were illegally charged; and
 - b. \$64.15 representing the application filing fee.

Landlord testimony and evidence.

8. In response the Landlord Representative submitted that some of the maintenance costs could be reasonably passed on to the Tenants.

9. Regarding the labour costs, they entered in evidence water testing contracts for the Landlord Agents Cody Dempsey and Brittany Lockhart for 2023 and 2024 submitting that these were costs related to water testing and could be pass on to the Tenants.
10. The Landlord Agent Brittany Lockhart testified that they signed both contracts and that they were employed as the onsite property manager for over five years. They also testified that as part of their annual salary of over \$45,000.00 they were responsible for office work, maintenance and daily water testing which takes approximately 90 minutes of a seven-hour workday.

Analysis

11. Section 135(1) of the Act states A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the Tenant Protection Act, 1997.
12. Having considered the above testimony and evidence, and for the reasons that follow, I am satisfied that the Tenants have proven their case.
13. Subsection 20 of the Act makes it clear that the Landlord is responsible for maintenance and cannot delegate or transfer costs to the tenant even if there is an agreement to do so as it would be contrary to the Act pursuant to subsection 3 of the Act.
14. By including the materials provided for maintain the water system by Hanna Water Conditioning I am satisfied that the Landlord has been in breach of the Act. Furthermore, even if some of those costs could be reasonable passed, on the Landlord Representative failed to make any submissions regarding which items ought to be considered.
15. Similar is my determination regarding the labour costs. Regardless of the contracts entered in evidence the Landlord's Agent testified that their annual salary included maintenance and other office work in addition to daily testing. By including these costs on the summary invoice, the Landlord again was in breach of the Act. Accordingly for this reason and that above, I am satisfied on the balance of probabilities the Tenants have proven their case.

Remedies

16. Based on the above determination I am satisfied that the Tenant is entitled to \$616.32 representing the amount they were illegally charged.
17. Regarding the filing fee sought a review of the file showed that this was paid by waiver therefore I am not satisfied the Tenant is entitled to be reimbursed that cost.

Costs

18. Section 204(3) of the Act states the Board may order that its costs of a proceeding be paid by a party or the party's paid representative.

19. Rule 23.4 of the Landlord Tenant Board Rules states a party, or a paid representative may be ordered to pay the LTB for its costs of a proceeding. Hearing costs will not exceed \$100 per hour to a maximum of \$700.00.
20. At the conclusion of the hearing, I canvassed the Landlord Representative for submissions pursuant to my direction at the December 3, 2025, hearing that the Landlord shall pay costs for failure to disclose the source invoices in accordance with the timelines thereby necessitating another adjournment.
21. In response the Landlord Representative acknowledge the failure submitting that the 2023 invoices were submitted on time and that the delay was not deliberate, merely a miscalculation of the time required.
22. Having considered the above submission, I cannot overlook that the deadline was based on the Landlord Agents own estimation as such I am satisfied that Board Costs in the amount of \$700.00 should be ordered against the Landlord due to disruption and delay caused.
23. However, given this file was joined with LTB-T-043304-24, and I already order costs paid in that order, to order them again regarding this matter would be prejudicial to the Landlord.

It is ordered that:

1. The Tenant's T2 application, having been withdrawn is dismissed.
2. The total amount the Landlord, shall pay the Tenant is \$616.32 representing the amount they were illegally charged.
3. The Landlord shall pay the Tenant the full amount owing by February 7, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by February 7, 2026, the Landlord will owe interest. This will be simple interest calculated from February 8, 2026, at 4.00% annually on the balance outstanding.
5. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 27, 2026

Date Issued

Kelly Delaney

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.