



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-076352-23

In the matter of: 6, 410 Hill
Fergus ON N1M1H7

Between: Teresa L Black Tenant

And

Denim Enterprises Inc. Landlord

Teresa L Black (the 'Tenant') applied for an order determining that Denim Enterprises Inc. (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.

An Adjudicative Case Conference on this application was held by videoconference on November 19, 2024. The Tenant, the Tenant's support people, M. Black and L. Black, and J. Kamphuis on behalf of the Landlord attended. Interim order LTB-T-076352-23-IN was issued November 25, 2024, directing the matter to a merits hearing.

The application was initially brought on for merits hearing by videoconference on September 15, 2025. The Tenant, assisted by her sister, L. Black ('LB'), an employee of the Landlord's Property Manager, J Kamphuis ('JK') and the Landlord's representative, T. Kelly, attended the hearing. The Tenant's son, M. Black ('MB'), attended a portion of the hearing as a witness. Another sister, L. Black, signed in as a potential witness and was assigned to a breakout room but there was insufficient time in the hearing to hear her evidence.

The hearing of the application continued to completion on October 20, 2025. The Tenant, assisted by her sister LB, the Landlord's Property Manager's employee JK, and the Landlord's representative, T. Kelly, attended the hearing. E. Van Grootheest ('EVG'), owner of the Landlord's property management company, E-Van Management, attended on behalf of the Landlord. An employee of E-Van Management, R. Van Grootheest ('RVG'), attended a portion of the hearing as a witness for the Landlord.

As a preliminary matter at the appearance on October 20, 2025, EVG clarified his own role and that of E-Van Management, both of whom had been named as landlords in the application. The latter, of which EVG is principal, is the property management company used by the Landlord. Only Denim Enterprises Inc. is properly named as the Landlord. On consent the name of the

Landlord is amended to only Denim Enterprises Inc. and that amendment is reflected in this order.

Determinations:

1. The Tenant's application concerns the negative impacts of the Landlord's construction of a new building on the same grounds as, and immediately adjacent to, the building in which the Tenant's unit is located.
2. The Tenant seeks remedies for interference with reasonable enjoyment during the period of construction and remedies for the negative impact of the development on the Tenant's enjoyment of the unit going forward.
3. The remedies sought by the Tenant are set out in the original application and at page 34 of materials filed in advance of the first appearance for the hearing of this application (Refer page 34 of Tenant Case and Evidence at **TOP Doc-5912975 (the 'Tenant Brief')**), adopted by amendment during the September 15, 2025 hearing appearance. The Tenant sought:
 - A) Reimbursement of three months of storage fees at \$65.00 per month paid for new lockers and a rent reduction for the loss of previously free storage facilities going forward. The latter request amounts to a request for a rent reduction which is available to the tenants only in the context of a T3 application for rent reduction for discontinuance or cancellation of a service or facility. That application is not before me but I consider, in this order, whether any compensation in the form of general damages is warranted for the alleged loss;
 - B) 100% rent rebate at \$954.91 per month for the 8 months period of construction. I consider this request in the context of section 8 of Regulation 516/06 – General under the *Residential Tenancies Act*, 2006 (the 'Act');
 - C) Determination that the Landlord shall not be entitled to any Above Guideline Increase in Rent associated with the development. The Landlord has not brought any application for any such increase, no such application is before me and no such remedy is available in the circumstances;
 - D) \$1,000.00 in general damages for disruption during the construction period and permanent negative impact of the development on the Tenant's enjoyment of the unit and residential complex. The latter refers to loss of view from the south window and balcony, loss of sunlight and loss of the outdoor grassy recreation areas. I consider the question of loss of green space in the context of whether the Landlord is liable to the Tenant for a reduction in facilities and consider the question of the loss of views and sunlight in the context of whether the Tenant was deprived of something to which the Tenant had a statutory or contractual right; and
 - E) Rent reduction for the permanent loss of a parking space. No evidence was presented on this issue and I make no determination on it.

4. The following facts were undisputed:

- a) The Tenant's unit is located in a 12-unit building (the 'Existing Building'). The property on which the building is located (the 'Property') had a grassy area on the south side of the building, with a parking area to the south of that area extending to George Street running along the south side of the Property;
- b) The Tenant has lived in the unit since 2007, when the Property was owned by the previous landlord;
- c) The Landlord purchased the Property with the Existing Building in 2010;
- d) The Landlord obtained a permit for, and constructed, an 'addition' to the Existing Building immediately to the south of the Existing Building, on what had been the above-mentioned grassy area;
- e) The new building (the 'New Building') contains three new units. Its roof is joined to the roof of the Existing Building over a roughly 10 foot wide space between the buildings to the south of the Existing Building;
- f) Prior to the construction of the New Building, the Tenant's south-facing window looked out onto the grassy area and parking lot. It now looks out onto the brick north wall of the New Building, such that both the view from and sunlight into the unit have been compromised;
- g) Construction of the New Building, together with improvements to the Existing Building and the property itself, proceeded from February 2023 to September 2023;
- h) A shed to the south of the Existing Building, which the Tenant claims was used by tenants for storage, was moved to a different location on the Property and is now used by the Landlord. It is no longer available to tenants for storage;
- i) New outdoor storage lockers were built to the west of the Existing Building on what had been an additional grassy area just inside the fence along the western boundary of the Property;
- j) The new storage lockers were made available to tenants of the Existing Building for a monthly fee. The Tenant initially agreed to rent one of the new lockers but stopped doing so after three months; and
- k) Access to the Existing Building is by way of a door on each of the east and west sides of the Existing Building. The condition of that access during the construction period and its impact on the Tenant are disputed.

Loss of Green Space

5. The Act allows awards of rent reduction in the context of loss of facilities or services, but not in the context of a T2 application for substantial interference with reasonable enjoyment, such as the application before me. Rent reduction per se is not a remedy available to the Tenant in the context of the present application. That said, it is arguable that the loss of green space resulted in a substantial interference with reasonable enjoyment which could attract liability for payment of the claimed general damages.
6. The Tenant and her son MB both testified that they and MB's son made regular use of the grassy area immediately to the south of the Existing Building. The area was equipped with BBQ's and a picnic area. With the loss of that area, MB must now take his son elsewhere, to a park, to play outside and the Tenant has lost the opportunity to be outside in that area with them. Since the completion of the New Building, the Tenant seldom goes outside as she used to do and her health has suffered as a result.
7. There was no indication, in the Tenant's or MB's evidence, that tenants' use of the grassy area was formally referenced in any lease agreement.
8. The first step in the analysis of whether the Landlord bears any liability for the disappearance of the grassy area to the south is to assess whether the loss amounted, in all the circumstances, to an overall reduction in facilities or services. The Court of Appeal in *First Ontario Realty Corporation Ltd. V. Deng*, 2011 ONCA 54 (*'First Realty'*) made it clear that this assessment necessarily involves a consideration of all the landscape-related impacts of the project and not simply the diminution of one area.
9. The court determined that a remedy was only appropriate if the impact amounted to a overall 'reduction' in facilities. The case concerned the construction of 32 townhouses on the same property as the residential complex in which the applicant's unit was located. The development entailed the disappearance of a portion of the landscaped land which had formerly been fenced in for the tenants' use and included lawns, 20 mature trees, pedestrian pathways, a garden and stone bench. Despite the disappearance of that specific space for tenants' use, the court ruled that it was necessary to consider the nature of the changes in the remaining landscaped areas in order to determine the extent of any 'reduction' in the facilities. In that case the landlord had been obliged by the City to invest significant funds in improvements to the complex, including the remaining landscaped areas, and to not seek approval for an Above Guideline Increase in rent. The court found, as a result, that there was no 'reduction' in facilities to ground a rent reduction.
10. JK, an employee of the Landlord's property management company (the "Property Manager"), testified to the following development work undertaken by the Landlord in the context of the New Building project (the **Landlord Brief referenced for exhibits is at TOP Doc-5929324**):
 - a) The parking lot was expanded to accommodate 18 vehicles, an increase over the previous 15, plus 3 new motorcycle spaces and one handicapped parking spot (Refer Exhibit 10 at pages 28 and 29 of the Landlord Brief, being photos of the new parking lot). The previous parking lot was very informal. There were no marked designated parking spaces (Exhibit 3 at pages 20 to 25 of the Tenant Brief, being photos of the prior parking area, accords with this description);

- b) The area by the west entrance to the Existing Building has been regraded and a patio area installed, rendering it newly functional as a recreational area. The area to the north of the entrance area and to the north of the Existing Building has, similarly, been regraded, with new grass installed, increasing the green space in both of those areas (Refer Exhibits 11 and 12 at pages 21 through 23 of the Landlord Brief, being photos of grassed in areas to the north-west and north of the Existing Building). The space between the two buildings is covered by the roof which joins the two buildings and, in the view of the Landlord, functions as a newly available protected outdoor recreational space;
 - c) The development work involved regrading the Property, including around the Existing Building, improving the Property's drainage, installing new garbage facilities , installing proper sidewalks and replacing the roof on the Existing Building. The sidewalk access was greatly improved, being now wider and including ramps from the parking lot to the sidewalk; and
 - d) Construction work commenced only after the Landlord had obtained a minor variance approval from the municipality in 2021, following completion of the application process mandated by the municipality. That process included the provision of notices and an appeal period. No appeals were filed during the appeal period. The effect of the municipality's variance approval allowed the expansion of the Existing Building, which expansion could be effected by way of joining the roof of the New Building to that of the Existing Building.
11. Although it is clear that the grassy space to the south of the Existing Building is no longer available to the Tenant or MB for recreational use, I find that the other improvements made to the Property, including the addition of patio space to the west of the Existing Building and the addition of grassy areas to the north of that patio and to the north of the Existing Buildings, operate to nullify any finding of a 'reduction' which might, in the circumstances, otherwise go to an award of general damages to the Tenant.

Balcony and Window

12. The Tenant testified that the sole south-facing window in the unit, which used to look out onto the grassy area and parking lot to the south of the Existing Building, now looks out to the south wall of the New Building. Both the view and the receipt of sunlight into the unit have been significantly compromised.
13. The question before me, though, is whether the Landlord, in constructing the New Building, removed a feature of the Tenant's unit to which the Tenant had a statutory or contractual right. In other words, was the right to an unchanged view protected by statute or was it an express or implied term of the tenancy agreement?
14. The Act expressly contemplates protecting tenants' rights to services and facilities which form part of a tenancy agreement. A view or sunlight from a window does not fit into any of the itemized examples of 'services and facilities' set out in section 2 of the Act and is not analogous to any of those examples. No statutory right was otherwise referenced during the hearing.

15. Further, the Existing Building was erected further to a plan approved by the municipality. I cannot and will not examine the municipality's process for approval but expect that it incorporated some sort of notification and appeal process which could have addressed this type of concern. There was no indication that the municipality raised any objection to the Landlord's proposal.
16. No copy of the original written lease for the unit was available but it unlikely that it would have included any specific term guaranteeing the protection of the existing view from the unit. While it is clear that the unit had the view and light at the time the Tenant commenced her tenancy, there was no indication that the then landlord offered any sort of guarantee against future development or alteration of the view.
17. I find that the loss of view and light is unfortunate for the Tenant but does not amount to the breach of any right accorded to her in the tenancy agreement.
18. I find that the Tenant is not entitled to compensation for the impact of the development on her south window.
19. The Tenant testified that the use of the balcony on the west side of her unit has been compromised by the installation of the new lockers to the west of the Existing Building. Her balcony no longer looks out at what was a grassy area to the west of the Existing Building and, instead, looks out over the new lockers.
20. My analysis of the Tenant's entitlement to compensation for this change in view follows the same lines as my analysis of the impacts on the south window. I find that the change in view from the balcony does not amount to the breach of any right accorded to the Tenant in the tenancy agreement.
21. I find that the Tenant is not entitled to compensation for the impact on her view from the balcony.

Substantial Interference During Construction

22. Section 8 of the Act's Regulation 516/06 -General ('Reg. 516/06') sets out the rules for the Board's assessment of rent abatement for substantial interference of reasonable enjoyment occasioned by a landlord's carrying out work in a residential complex. That section governs my assessment of the Tenant's request for rent abatement for problems during the 8 month construction period.
23. The tests set out in section 8 are threefold, as follows:
 - a) In making a determination as to whether an abatement of rent is justified, the Board may only determine that interference was substantial if the carrying out of the work constituted an interference that was "unreasonable in the circumstances";
 - b) If the Board finds a substantial interference further to (a), the Board is prohibited from awarding a rent abated if all of 10 itemized conditions are met; and

- c) If any of the 10 conditions are not met, such that a rent abatement might be ordered, the Board must consider a number of itemized factors in determining the amount of the rebate. Further, unless a number of itemized exceptional circumstances are met, the Board is prohibited from ordering a rent abatement exceeding 25%.
24. A finding of interference being “unreasonable in the circumstances” will be irrelevant if, further to paragraph 23(b), all of the itemized conditions are met. So the analysis begins with a consideration of which, if any, of those conditions are not met. Potential contenders include the following:
1. The Landlord gave notice to the Tenant at least 60 days before the commencement of the work;
 3. The notice describes the nature of the work to be carried out, the expected impact on tenants and members of their household and the length of time the work is expected to take;
 4. The notice was reasonably accurate and comprehensive in the circumstances at the time it was given and
 6. The purpose of the work meets one of 6 itemized descriptions.
25. The Tenant testified that she did not recall receiving any written notice about the proposed work. Her sole information about the project was gleaned from her son MB reading to her a notice posted on a hydro pole outside the building. The notice stated only that there would be construction happening. It did not provide details.
26. JK testified that the Property Manager took over management of the Property in mid-March 2022, after plans for the project were submitted to the municipality. MK was told that the tenants in the Existing Building were previously told about the project. She understood that the Property Manager installed notices about the project in the Existing Building at least 60 days in advance of commencement of construction. The Property Manager’s normal procedure is to slide notices under the doors of all units and to give descriptions of the work and relevant time line. No copy of any notice was produced in the hearing and MK could not confirm the content of any notices. She could confirm only that plans for the development were available in the Property Management office for review and some of the tenants attended the office to review them.
27. RVG, another employee of the Property Manager, testified that all tenants were notified of the impending project in November or early December 2022, at least 60 days before the commencement of the project in February 2023. Notices were placed on the east and west entrance doors of the Existing Building at eye level. Building permits were similarly posted. RVG understood that plans were available for review in the Property Management office but he was not aware of how tenants were notified of that fact.
28. RBG testified that 10 or 11 notices were provided under the doors of tenants during the course of the construction.

29. The Landlord has the onus of establishing that all of the conditions set out in part (b) of the section 8 test are made out. I find that the Landlord has failed to establish that all of the notice requirements itemized in part (b) were met – particularly the notice which was to have been provided 60 days ahead of the commencement of the project. I find that the Landlord has failed to establish that adequate notices were provided to the tenants of the Existing Building in advance of the work or that any of the itemized purposes for the work, as the work pertains to the New Building, apply. The fact that the work included replacement of the roof of the Existing Building does not cover the significantly more extensive aspects of the project as a whole and, in any event, amounts in my view to fulfillment of the Landlord's maintenance obligations.
30. I find that the Landlord has failed to meet all the requirements for an exemption from a rental rebate award.
31. The next question, then, is whether the work resulted in an interference with enjoyment of the residential complex which was unreasonable in the circumstances.
32. MB's and the Tenant's testimony on this question was as follows:
- a) Prior to the construction, the pathways from the north to both the east and west doors in the Existing Building were not maintained. As a result, the main access to both doors in the Existing Building had been from the parking lot to the south;
 - b) During construction, access to the west door of the building was blocked. Access to the east door from the south side was compromised by its proximity to the construction of the New Building. The presence of construction debris outside the construction zone and the presence of fencing made access from the south challenging. (Refer Exhibit 5 at pages 12 to 16 of the Tenant Brief, showing scaffolding and fencing to the south of the Existing Building and Exhibit 6 at pages 31 through 33 of the Tenant Brief, showing a couple of pipes on and in the ground and a pile of construction material beside a broken pathway, described by MB as being outside of the 'construction area'). MB was able to negotiate the narrow pathway but his mother, the Tenant, had considerable difficulty in light of her mobility problems;
 - c) There had always been a light over the doors which had shed sufficient light that negotiation of the pathways from the south had not been an issue in the evenings prior to the construction. During construction, however, the obstacles presented by the construction debris and narrow pathway made negotiations of that access route challenging without additional light;
 - d) At times during construction the access from the south side was rendered fully inaccessible by the presence of fencing. The only access at those times was from the north side of the building. The pathway from the north side had not been maintained. The pathway consisted of a series of irregular and broken concrete slabs (Refer Exhibit 9 at pages 35 and 36 of the Tenant Brief, being photos of the north pathway). The pathway was too narrow for the Tenant to use her walker and

she was forced to rely on her cane. With her mobility issues she was unable to negotiate that pathway safely and her access to the Existing Building was compromised;

- e) The light from the east doorway did not reach to the north pathway and, as a result, the pathway had no lighting at night, further compromising accessibility to the Existing Building from that route (refer Exhibit 9 at pages 37 and 38 of the Tenant Brief, reportedly taken by MB at night and showing darkness at the location of the pathway); and
- f) The Tenant testified that she had complained to the Landlord about the presence of construction debris by way of emails and telephone calls, though no evidence of written communications in this regard was presented during the hearing.

33. JK testified that:

- a) Construction on the Property involved more than construction of the Existing Building to the south of the Existing Building. The Landlord did extensive work to address drainage and grading issues to the east and west sides of the Existing Building;
- b) Work only proceeded on weekdays during the day;
- c) The Landlord made extensive improvements to the pathways to the north and south of the Existing Building. None of the work could be done on those pathways, however, until the regrading and drainage work on the Property was completed, so that work was not effected until the other work was completed in August 2023, near the end of the construction;
- d) Neither the Property Manager nor the Landlord received any complaints from any other tenants during the construction about safety concerns or the presence of debris;
- e) The access routes from both the north and the south during construction were wide enough to accommodate a walker. No other tenants had complained about this aspect of access;
- f) The lighting was altered to accommodate another tenant who had complained about the light being too bright, so the Landlord attempted to set the outside light at a level which would best accommodate all tenants; and
- g) JK was not at the Property during construction so did not directly observe the condition of the Property at that time.

34. RVG, another employee of the Property Manager, testified that:

- a) He attended the Property 3 to 4 times per month during the construction period;
- b) He did not know how long the construction debris shown in Exhibit 6 at pages 31 to 33 of the Tenant Brief had been in place but he understood that the construction crew cleaned up regularly;
- c) The portion of the path from the north to the west door of the Existing Building was fully accessible 95% of the time during construction. Both of the photos at Exhibit 9 at pages 37 and 38 were taken on the east side of the building, which was closed off. The pathway to the door on the west side of the building, of which no photos were presented, was well lit;
- d) There were no complaints about access from other tenants in the Existing Building, some of whom RVG assumed had mobility issues. He acknowledged that this assumption was based on the fact that a number of the other tenants were elderly and that he had no direct knowledge about their mobility;
- e) The Tenant's complaint about unsafe conditions was not made until May 2023, after the dispute had arisen about the storage lockers (addressed below); and
- f) The municipality performed regular inspections of the Property during construction and no safety infractions were ever noted.

35. I find, from the photos and from the evidence of the Tenant and MB, that it is more likely than not that the north-side pathways were narrow and significantly irregular. The photos show a path which appears to be insufficiently uniform or wide to safely accommodate a walker or a person with a cane. There was no evidence that the non-complaining other tenants suffered from mobility issues as the Tenant did.

36. While the poor condition of the northerly access was relatively immaterial prior to the construction, when main access was from the south, it became material when access during the construction was unavailable or compromised from the south side.

37. I appreciate that the full restructuring of the walkways could only, in practical terms, be effected after the grading and drainage work was completed, but other steps could have been taken, and should have been taken, on a temporary basis to improve the access from the north.

38. I find that the Landlord's failure to adequately address the poor condition of the north access route during construction amounted to an interference which was unreasonable in the circumstances.

39. I find that the Tenant has not established that it is more likely than not that lighting provided for access to the Existing Building was unreasonable in the circumstances. No evidence was provided to refute RVG's testimony that the pathway to the west entrance, as opposed to the east entrance, was not reasonably lit.

40. I also find that the Tenant has not established that the presence of debris or construction materials during construction constituted a hazard amounting to substantial interference with reasonable enjoyment of the residential complex. I find that the photos of piping and construction equipment do not depict a serious safety issue, as contended by the Tenant. I similarly find that the photos of construction debris do not depict a hazard or impediment to the pathway access.
41. I find that the Tenant is entitled to a rental rebate for the Landlord's failure to provide safe and even access to the Tenant from the north side of the building during construction. Applying the criteria set out at subsection 9(5) of Regulation 516/06 I find the following:
- a) The duration and degree of interference caused by the problematic north side pathway was relatively minor. MB acknowledged that access during the majority of the construction period was from the south;
 - b) No steps were taken by the Landlord from February 2023 through to August 2023 to address the pathway problems on a temporary basis; and
 - c) A failure to address the pathway problems could reasonably be expected to result in a risk to the Tenant's safety in light of her mobility challenges.
42. I find, in all the circumstances, that a 5% rent rebate for the 7 months from February 2023 to August 2023, when the sidewalk improvements were completed, is appropriate. Rent was \$954.91 during that period. The Landlord shall be ordered to pay the Tenant \$334.22.

Storage Shed and Lockers

43. The Tenant and MB testified that they had been provided the use of portion of an outdoor shed on the Property for storage of seasonal items and such items as bikes. This storage space was shared with other tenants. They understood that all tenants had access to this storage, which the Tenant described as being eleven or twelve 'lockers' inside the shed. Shortly before the construction work started the Landlord advised that new outdoor individual lockers were being built and would be made available, at tenants' option, for a fee. Any items stored in the shed were to be removed.
44. The Tenant initially advised the Landlord that she would opt into paying for one of the new lockers. She testified that she felt she had no other option at the time as she had no space to house the items which had been in the shed. After three months of locker rental at the rate of \$65.00 per month the Tenant opted out as she and MB could not afford the additional fee.
45. The Tenant had attempted, without success, to obtain a copy of her original lease, so no lease document was available for review at the hearing.
46. JK acknowledged that a shed on the Property had housed some items stored by tenants. She understood that the shed was to have been for the use of the prior landlord and had been taken over by tenants of their own accord. There were no defined 'lockers', as

described by the Tenant. A number of leases which were made available to the Landlord from the previous landlord (which did not include the Tenant's lease) did not refer to any storage space or to the use by tenants of the shed for storage.

47. I find that the Tenant has not established that it is more likely than not that there was an express agreement with the previous landlord (and so with the Landlord on purchase of the Property) that the use of the shed for storage was a term of the tenancy agreement. The Tenant testified that the shed was used by all the tenants of the Existing Building yet JK testified that the written leases which were available contained no term for that use. I conclude that it is more likely than not that, while the previous landlord did not object to tenants' use of the shed, the use did not reflect a contractual right from the tenancy agreement.
48. I find, as a result, that the Landlord's prohibition of the Tenant's use of the shed for storage did not amount to a substantial interference with the Tenant's reasonable enjoyment of the residential complex.

Allegations of Subsequent Harassment

49. During the hearing the Tenant raised a number of issues which, she submitted, amounted to harassment of the Tenant and MB on the part of the Landlord subsequent to her filing of the subject application. I indicated during the hearing that I would not consider these allegations in the context of a breach by the Landlord of the Act, but that I may consider them in the context of remedy for any breach otherwise found.
50. The Tenant claimed harassment by the Landlord on the bases that:
- a) The Property Manager chastised MB for allowing a previous tenant onto the Property;
 - b) The Landlord served a number of N4 notices of termination on the Tenant; and
 - c) The Landlord attempted to conduct an unnecessary inspection of the unit.

Presence of Previous Tenant

51. MB testified that he needed to move some furniture from his grandfather's home and had enlisted the help of an individual ('S') who had previously lived in the residential complex. S provided the help and left. Shortly after S's departure, the Property Manager's employee RVG visited the Tenant's unit and berated MB. This visit was followed by a visit by police, who told MB that S was not allowed at the residential complex.
52. RVG acknowledged visiting the unit and that the police were called, but testified that the Property Manager did not call the police and that RVG's visit was a response to a complaint brought by another tenant. S had been evicted from the residential complex further to an order issued by the Board following complaints about S's behaviour from other tenants. When other tenants saw S at the Property, they were concerned that he was in breach of an order prohibiting his presence at the Property and responded accordingly.

53. I find nothing in the Landlord's or Property Manager's actions in this regard to warrant any impact on remedy to the Tenant.

N4 Notices

54. There was not dispute that the Landlord issued one or more N4 notices of termination to the Tenant.

55. The Landlord is entitled to serve such notices and the Tenant is entitled to dispute any application brought on the basis of such notices.

56. I find nothing in the service of the N4 notice to warrant any impact on remedy to the Tenant.

Extra Inspection

57. The Tenant objected to the Landlord's request, in 2024, for an additional inspection over and above the regular unit inspection. The Tenant submitted that the request for an additional inspection amounted to an attempt by the Landlord, following the Tenant's filing of this application, to harass or intimidate the Tenant.

58. There was no indication that the Landlord proceeded with the proposed inspection in the face of the Tenant's objections and the request does not warrant any impact on remedy to the Tenant.

Claim for General Damages

59. There is no question that the Tenant and MB feel that the Landlord's construction of the New Building has significantly impacted their enjoyment of the unit and the residential complex, particularly as it pertains to the loss of grassy area and views from the south-facing window and balcony.

60. As set out above, I have found that only the impact on access from the north side of the building during construction attracts liability on the part of the Landlord for breach of the Act. I find that the remedy awarded for that breach adequately compensates the Tenant in the circumstances and find that no additional award for general damages is warranted.

It is ordered that:

1. The Landlord shall pay the Tenant \$334.22 on or before February 6, 2026.
2. If the Landlord does not pay the Tenant the full amount owing on or before February 6, 2022, the Landlord will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026
Date Issued

Lynn Mitchell
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.