



Order under Section 31 Residential Tenancies Act, 2006

Citation: Bourguignon v Kumar, 2026 ONLTB 8678

Date: 2026-01-29

File Number: LTB-T-043057-24-HR2

In the matter of: 18 TOWNLINE RD E
CARLETON PLACE ON K7C2C7

Between: Marc Andre Henri Bourguignon Tenants
Mikayla Anne Bourguignon

And

Sumat Kumar Landlord

Marc Andre Henri Bourguignon and Mikayla Anne Bourguignon (the 'Tenants') applied for an order determining that Sumat Kumar (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household, and harassed, obstructed, coerced, threatened or interfered with the Tenants.

Further, the Tenants applied for an order determining that 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 resolved by order LTB-T-043057-24, issued on March 27, 2025.

On April 10, 2025, the Tenants requested a review of the order. On April 11, 2025, interim order LTB-T-043057-24-IN was issued, directing the Tenants' request for review to a hearing.

The Tenants' request to review was resolved by order LTB-T-043057-24-RV-IN2, issued on June 5, 2025, directing the application to a *de novo* hearing.

This application was heard by videoconference on October 2, 2025.

The Landlord, the Landlord's Legal Representative Lisa Barder, the Tenant Marc Andre Henri Bourguignon (the 'Tenant'), and the Tenants' Legal Representative Deb Howitt attended the hearing.

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.

Tenant's Evidence – Substantial Interference & Harassment

2. The Tenant testified on behalf of both Tenants and testified that they had been living in the unit since August of 2021. The Landlord in question was not the Landlord when the Tenants moved into the unit.
3. The Tenant testified that both the current owner and former owner are cousins and that the house had been purchased for them to live in. Two weeks later he had received a text from his previous Landlord that his new Landlord would be purchasing the home.
4. The Tenant testified about the Landlord's notices and e-mails and various e-mails from 2021 and 2022 were entered into evidence and discussed.
5. The Tenant was asked about happened between April and December 2023 concerning notices and the behaviour of the Landlord. His response was that the Landlord only showed up once when giving a notice and that the Landlord had requested that the Tenants vacate the unit as of February of 2024. The Tenant testified that he ignored that request and kept paying rent. The Tenants never received a notice from the Landlord.
6. The Tenants testified that they had received an N12 notice of termination in July of 2025.

Deck - Maintenance

7. In April of 2024, the Tenant testified that he had stepped on the unit's deck and a plank had become dislodged. The Tenant testified that he had reached out to the Landlord about the deck by e-mail on April 15, 2024.
8. The Tenant sent two more requests for service on April 16, 2024, and April 18, 2024, but did not receive a response from the Tenant. As such, the Tenants contacted Municipal By-Law.
9. On April 27, 2024, the Tenants requested that the Landlord only contact them by e-mail and to not text or call them anymore. This was in response to the Landlord's notice of entry that had been provided to the Tenants with less than 24-hours notice. Despite this, the Tenants permitted the Landlord to inspect the deck. The Tenant did not recall when the Landlord showed up that date.
10. Entered into evidence was a ring camera video from May 27, 2024, where the Landlord and the Tenant discussed the deck. The work had been completed that day.
11. The Tenant testified that despite the work completed on the deck, the deck was still in poor shape alleging that the posts placed on top of the deck rather than in the deck. Pictures were introduced of same.

Landlord's Position

12. The Landlord testified that further work on deck and staircase took place on June 10, 2024, and that the work was completed by that date and that there have not been any requests since that time.
13. The Landlord also clarified that the former Landlord who was identified by the Tenant is actually a friend of his and that he had purchased the unit from the former owner of the property.

Analysis

14. Having considered the evidence of the Tenant with respect to the allegations that the Landlord substantially interfered with and harassed the Tenants, I am not satisfied on a balance of probabilities that the Tenants have proven their case.
15. The majority of the issues being claimed appear to be from 2021 and 2022 with respect to the requested entries, the issue regarding a potential rent-to-own situation, the Tenants dealing with the previous landlord as their agent, and the Landlord's request to meet at a restaurant to discuss issues.
16. Section 29(2) of the Act states that no application may be made more than one year after the day the alleged conduct giving rise to the application occurred. The Tenants filed this application on May 29, 2024, and their issues can only go back to May 30, 2023.
17. The only raised by the Tenants in their application that would fall under the applicable guideline would be the text message sent to the Tenants on December 1, 2023, wherein the Landlord asked the Tenants to vacate the unit as the Landlord required the unit for his own use.
18. The Landlord never followed up on this request and the Tenants never vacated the unit. Having considered the evidence, I am not satisfied that this one incident substantially interfered with or harassed the Tenants, and this portion of the Tenants' application is dismissed.
19. With respect to the issue of the deck, 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.
20. The Landlord testified that he did not agree with the Tenants request to unilaterally change the method of communication from text to e-mail and that is why he may have missed those initial e-mails regarding the deck.
21. Regardless, the Landlord completed the deck repairs as of April 27, 2024, approximately 13 days after the first e-mail was sent to the Landlord about the issue. By-Law was contacted and they remained in contact with all of the parties while the Landlord conducted the repairs. Further repairs took place about a month later however, the Tenants testified that the deck is old and rotted.

22. That said, while the repairs may not be to the Tenants liking the Tenants never advised the Landlord subsequent to this repair about any issues with same and had not spoken to the Landlord about the issue as of the day of the hearing, nearly a year and a half later.
23. I find that the Landlord responded in a reasonable amount of time and completed the work in a reasonable amount of time. While the work may not have been to the Tenants liking, the By-Law officer contacted by the Tenants had no issue with the repair and the Tenants never followed up with the Landlord about any further repairs or issues.
24. As such, I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit or the residential complex and did not fail to comply with maintenance standards.
25. The Tenants' application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

January 29, 2026
Date Issued

Jagger Benham
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.