



Order under Section 31 Residential Tenancies Act, 2006

Citation: Nunez v LAMAN Investments Inc, 2025 ONLTB 76420

Date: 2026-01-30

File Number: LTB-T-076409-22

In the matter of: 6, 32 HOTSPUR RD
North York ON M6A1X6

Between: Marlene Nunez Tenant

And

LAMAN Investments Inc Landlord

Marlene Nunez (the 'Tenant') applied for an order determining that LAMAN Investments 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; harassed, obstructed, coerced, threatened or interfered with the Tenant. **(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)**.

These applications were heard by videoconference on September 25, 2025. The Tenant, the Tenant's legal representative Cheryl Martinez-Ostler, the Tenant's witness Joel Callueng, the Landlord's agent Tony Pietrangelo, the Landlord's legal representative Christopher Williams and the Landlord's witness Marco Pietrangelo attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in T6 application on a balance of probabilities. The Tenant did not however prove the allegations contained in the T2 application.
2. The Tenant's applications were filed on December 12, 2022 and were amended on March 3, 2025.
3. The residential complex is a three-storey apartment building. The Tenant moved into the rental unit on or about March 2003 and continued to reside in the rental unit as of the hearing date.

T2 application:

4. The Tenant's T2 application claims harassment and substantial interference from the Landlord's agent Tony Pietrangelo.
5. The Tenant testified that on or about March 7, 2022, the Tenant was advised that the Landlord was considering terminating the tenancy to conduct extensive renovations and repairs. On this date, the Landlord provided the Tenant with a copy of an N11 notice with a termination date of April 30, 2022 and a letter from the Landlord's legal representative offering the Tenant four months rent compensation to vacate the rental unit. The Tenant submitted into evidence a copy of this letter and N11 notice (TT exhibit #1). The Landlord did not dispute that this correspondence was sent and agreed that no formal N13 notice was served. The parties also agreed that the N11 agreement proposed by the Landlord was never signed and executed by the Tenant.
6. The Tenant testified that after she declined to sign the N11 agreement, that the Landlord began to harass her into vacating the rental unit.
7. The Tenant submitted into evidence a photograph taken on August 24, 2022 which shows that someone left handwritten note saying "bitch" on her vehicle (TT exhibit #2). The Landlord disputed that he posted this notice to the Tenant's vehicle and the neither the Tenant nor their witness could confirm that the Landlord was the one who posted this note on the vehicle.
8. The Tenant testified that on December 4, 2022, the Landlord's agent knocked on her front door and accused the Tenant of storing items in the basement of the residential complex. The Tenant submitted into evidence a video recording taken from the incident (TT exhibit #3). The video recording does not corroborate the Tenant's statement and does not include any audio from the Landlord's agent.
9. The Tenant further alleged that on November 1, 2023, that she noticed a nail in her rear driver's side tire. The Tenant submitted into evidence a photograph of the nail in her tire (TT exhibit #4) and a video of the Landlord's agent walking in between the Tenant's vehicle on the alleged date (TT exhibit #5). The Landlord disputed the alleged conduct.
10. The Tenant's T2 application was filed pursuant to sections 22 & 23 of the Act:

22 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.

23 A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

11. Based on the evidence and submissions before the Board, I am not satisfied on a balance of probabilities that the Landlord has breached sections 22 & 23 of the Act.
12. Although there is no dispute that the Landlord through their legal representative approached the Tenant to sign an N11 for reasons that would have been better supported

on a N13 notice, the Tenant ultimately did not sign the agreement to terminate her tenancy and there was no evidence presented at the hearing to suggest that the Landlord continued to pressure the Tenant to sign further N11 agreements.

13. With respect to the allegation that the Landlord put a posted note on the Tenant's vehicle, this allegation was disputed by the Landlord and the Tenant's own testimony confirms that she was unaware as to who posted this note on her vehicle. The Tenant's claim that this conduct was engaged by the Landlord is solely speculative.
14. With respect to the December 4, 2022 incident, I have reviewed the video evidence submitted and find no signs of the Landlord engaging in offensive or harassing behaviour. Further, the Tenant's written and oral submissions on their face do not suggest that this conduct substantially interfered with the Tenant's reasonable enjoyment or use of the rental unit.
15. With respect to the final allegation on November 1, 2023, I find that there is insufficient evidence to suggest that the Landlord's agent deliberately drove a nail into the tire of the Tenant's vehicle. The Tenant confirmed that she did not personally witness this alleged incident and the video evidence submitted by the Tenant shows the Landlord's agent walking by/standing next to the Tenant's rear drivers side tire for no more than three seconds. In my view, the evidence is not sufficient to suggest that the Landlord's agent engaged in the alleged conduct, and I find it more likely than not that the nail in the Tenant's tire probably occurred during her daily commute outside of the residential complex.

T6 application:

16. The Tenant's T6 application alleges maintenance and disrepair to the balcony of the unit and the above tenant's balcony and the refrigerator and stove located in the rental unit. The Tenant's T6 application does not claim any remedies for the alleged disrepair of the stove and as such, this issue was not considered in this order.
17. The Tenant testified that she has had concerns with the concrete on her balcony and the balcony above deteriorating prior to 2020. The Tenant submitted into evidence a text message sent to the Landlord's agent on September 1, 2022 (TT exhibit #6). The text message only references the balcony above the Tenant's rental unit. The Tenant also submitted into evidence several photographs taken of the balcony above and concrete debris on her balcony (TT exhibit #7). The photographs submitted by the Tenant are not date stamped and the Board's records show that although these photographs were most recently uploaded on March 3, 2025, that the same photographs were also uploaded on June 3, 2024, when the matter was first scheduled for a hearing and subsequently adjourned.
18. The Tenant agreed that on June 7, 2024, the Landlord sent a contractor to the rental unit to parge the concrete and repaint the balcony. The Tenant claimed however that she still has experienced concerns with pieces of concrete falling from the balcony above, which has prevented her and her son from using the balcony.
19. The Landlord did not dispute receiving the text message submitted into evidence by the Tenant and agreed that balcony repairs were carried out in June 2024. The Landlord

disputed however that the issue was still ongoing and stated that no further complaints had been received by the Tenant.

20. The Tenant's witness, Joel Callueng also confirmed that although his balcony was dropping debris onto the Tenant's balcony below in 2022, that his balcony was overall sturdy.
21. The Tenant also testified that on or about June 2024, she advised the Landlord's agent that her refrigerator was leaking and too cold. The Tenant stated that the Landlord advised her to "fix the issue herself". As of the hearing date, the Landlord has not repaired and/or replaced the refrigerator.
22. The Landlord's agent did not dispute receiving complaints from the Tenant on or about June 2024 and stated that the Tenant was advised to unplug and reconnect the refrigerator and that no further complaints were received. The Landlord's agent confirmed that the refrigerator was an older model that did require replacement.
23. The Tenant's T6 application is filed pursuant to section 20 of the Act:

20 (1) 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.

24. Based on the evidence and submissions before the Board I am satisfied on a balance of probabilities that the Landlord has breached their maintenance obligations under the Act with respect to both the balcony and refrigerator claim contained in the application.
25. The evidence before the Board confirms that the Landlord was put on notice of the balcony concerns in September 2022 and that the repairs were not conducted until June 7, 2024 and the Landlord provided no reasonable explanation for such a delay in addressing the concern. I do not find however that the Landlord was in breach of the Act prior to September 1, 2022 or after June 7, 2024 with respect to this issue as the Tenant did not provide and written correspondence to confirm that the Landlord was put on notice of the issue prior to September 2022 or that the Landlord was advised that the issue continued after June 7, 2024. The Tenant also provided no current photographs at the hearing to suggest that the balcony is still in a state of disrepair or that the repairs conducted in June 2024 were ineffective.
26. With respect to the issue about the refrigerator, I find that the Landlord took no reasonable steps to address the Tenant's concerns despite being advised in June 2024. Although I accept that the Tenant did not directly advise the Landlord about the issue again after the June 2024 inspection, the Tenant's amended application served in March 2025 indicates that the maintenance issue was still ongoing, and the Landlord has taken no steps to conduct further inspections and/or conduct the appropriate repairs to the refrigeration. The Landlord's agent further confirmed at the hearing that the refrigerator requires replacement.
27. As the Tenant has proven the allegations contained in the application, the Tenant is entitled to some or all of the remedies claimed on the T6 application.

Remedies – T6 application:

Rent Abatement:

28. The Tenant's T6 application seeks a 25% rent abatement for both the refrigerator and balcony issue. An abatement is a contractual remedy designed to address the idea that tenants are paying for a bundle of goods and services and if they do not receive everything they are paying for, the rent should be abated in an amount proportional to the difference between what is being paid for and what is being received.
29. The parties agreed that the monthly rent charged for each month was as follows:
- \$827.61 – September 2022 to August 2023.
 - \$848.30 – September 2023 to August 2024
 - \$869.51 – September 2024 to August 2025
 - \$891.25 – September 2025 to present.
30. Based on the evidence and submissions before the Board and in assessing the impact the Landlord's breach had on the Tenant, I find that the Tenant is entitled to a total rent abatement of **\$1,552.88**. This amount includes a 5% rent abatement for the balcony disrepair for the period of September 1, 2022 to June 7, 2024 (\$861.10) and a 5% rent abatement for the refrigerator issue for the period of June 7, 2024 to the hearing date (\$691.78).
31. Although the Tenant's application requested a 25% rent abatement, I do not find that the extent of the maintenance issues plead and proven caused a substantial impact on the Tenant's overall use and enjoyment of the rental unit. The photographs submitted into evidence by the Tenant show only small pieces of debris falling from the upper balcony and I find it unlikely that this was a daily occurrence given the period alleged at the hearing. With respect to the refrigerator, although I accept that the leaking and extreme cold temperature has caused some inconvenience, the evidence ultimately confirms that the fridge is functioning on some level.

Order for Repairs:

32. The Tenant's T6 application also requests that the Board order the Landlord to conduct the appropriate repairs to the rental unit. As stated above, I am only satisfied that the refrigerator is the only item that is currently in a state of disrepair, the Landlord will be ordered to repair and/or replace this item only.

Order Prohibiting Rent Increase:

33. The Tenant's T6 application also requests that the Board order that the Landlord not be able to increase the monthly rent until the required repairs are conducted on the rental unit.
34. I do not find that the Landlord's breach of the Act is substantial and as such, this requested remedy is denied.

Filing Fee:

35. The Tenant incurred \$48.00 for the costs of filing the application and is entitled to reimbursement of those costs.

36. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The Landlord shall pay to the Tenant \$1,600.88 which represents:
 - \$1,552.88 for a abatement of rent.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 10, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 10, 2026, the Landlord will owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by February 28, 2026, the Tenant may recover this amount by deducting \$891.25 from the monthly rent owing for March 2026 and \$709.63 for the rent owing for April 2026.
5. On or before February 28, 2026, the Landlord shall repair and/or replace the refrigerator located within the rental unit.

January 30, 2026

Date Issued

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

Fabio Quattrociochi

Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.