



Order under Section 31 Residential Tenancies Act, 2006

Citation: Maus v Vanderlinde, 2026 ONLTB 10518

Date: 2026-02-04

File Number: LTB-T-096995-24

In the matter of: 7, 186 Linwell Road
St. Catharines ON L2N6N3

Between: Eleanor Maus Tenant

And

Jim and Julie Anne Vanderlinde Landlords
JMK Property Group
Michael Kooy

Eleanor Maus (the 'Tenant') applied for an order determining that Jim and Julie Anne Vanderlinde and JMK Property Group entered the rental unit illegally, 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, and did not meet their maintenance obligations.

This application was heard by videoconference on January 28, 2026.

The Tenant and the Landlords Michael Kooy, Jim Vanderlinde, and Julie Anne Vanderlinde attended the hearing.

Reasons:

Parties

1. The Tenant brings this application naming Jim Vanderlinde, Julie Anne Vanderlinde, and JMK Property Group as respondent Landlords.
2. An Adjudicative Case Conference (ACC) was held on June 23, 2025 before Member Wren. Member Wren then directed that Michael Kooy be added to the proceeding as an additional Landlord.
3. At the hearing, the Tenant objected to the addition of Mr. Kooy, as she does not believe that he is a landlord of the unit, and in any event she does not want to bring this application against him.

4. Section 187(1) of the RTA provides that the parties to an application include “the landlord,” which necessarily means all landlords in a tenancy with multiple landlords. If Member Wren was of the view that Mr. Kooy is a landlord of the unit, then it was appropriate to add him as a party in accordance with section 187(1).
5. Section 187(2) provides that I may add or remove parties as I consider appropriate. In this case, I do not find it appropriate to remove Mr. Kooy. He objected to being removed and wished to exercise his right to participate as a party. At the hearing, he represented all the Landlords.
6. However, as this is the Tenant’s application, she is not required to seek any remedies against Mr. Kooy. Hence, although he is a party to this proceeding, remedies will only be awarded against the other Landlords.

Issues

7. The Tenant’s applications raised numerous allegations against the Landlords. The Landlords argued that some of the allegations did not contain sufficient particulars to be heard. For the reasons given orally at the hearing, I agreed with the Landlords and found that several of the allegations contained insufficient detail, especially a lack of dates. The Tenant had been warned at the ACC of the potential deficiencies in the applications, but had not amended them. I therefore found that the applications respecting those allegations would be dismissed.
8. Several of the other allegations occurred more than one year before the Tenant filed her application, and I also ruled that the applications respecting those allegations would be dismissed.
9. There remained several allegations that could have been heard. However, the Tenant only testified regarding one of the allegations, concerning maintenance of an oven. I invited her to give evidence regarding the remaining allegations, but she declined. The applications respecting the other allegations are therefore dismissed, as the Tenant has not adduced any evidence to support them.
10. The only issue for me to consider is the oven. The applications seek a rent abatement as compensation for the oven being in disrepair. At the hearing, the Tenant stated that she also wished to seek reimbursement for the cost of replacing the oven, as she replaced it herself on January 10, 2025. However, that remedy was not claimed in her applications, and she did not amend the applications to claim it. I therefore have no jurisdiction to consider that remedy.
11. Consequently, the only issue before me is whether the Tenant is entitled to a rent abatement for the period that the oven was in disrepair.

Procedural issue

12. After the Tenant had put in her evidence, Mr. Kloos testified and was cross-examined by the Tenant. Mr. Vanderlinde then testified briefly. At some point during Mr. Vanderlinde’s testimony, the Tenant disconnected from the videoconference hearing. Upon noticing her absence, I held the matter down, but she did not return. Eventually, I completed the

hearing in her absence. The remainder of the hearing consisted of the Landlords' closing arguments.

13. The Tenant missed her opportunity to cross-examine Mr. Vanderlinde and to make closing arguments, but could have done so if she had stayed connected or had reconnected after disconnecting. I am satisfied that she had the opportunity to fully participate.

The oven

Facts

14. On January 10, 2024, the oven in the rental unit malfunctioned. The Tenant says that the malfunction caused a fire inside the oven, which the Landlords deny. Nothing turns on whether there was a fire. It is common ground that the oven stopped working and needed repair.
15. The Landlords promptly responded and repaired the oven on January 12, 2024.
16. After the repair, the Tenant noticed that her food was burning when baked in the oven. On January 14, she wrote the following to the Landlords by email:

Not sure if this is a concern and I can certainly turn the oven temperature down. Food is taking half the time to be done based on the recipe and I find the oven hotter than usual.

My concern is there may be another problem.

17. On January 16, the Landlords replied to the Tenant and suggested that the oven might have previously been too cold, and that it might now be operating at the correct temperature.
18. On February 8, the Tenant followed up. The Landlords then offered to test the oven and asked when the Tenant would be home. The test did not happen. On March 2, the Landlords went to the unit to test the oven, but left when the Tenant did not answer the door.
19. The Tenant did not complain about the oven again, and the Landlords took no further action until they received notice of this proceeding in December, 2024. The Landlords then gave notice that they would test the oven on December 19. When they arrived on that date, the Tenant refused them entry on the basis that they were not certified electricians.
20. On January 10, 2025, the Tenant bought a new stove and installed it herself.

Analysis

21. The Landlords were obligated to maintain the unit in a good state of repair. Having been informed on January 14 that the oven was not working properly, they should have investigated, determined whether there was an issue, and if so, repaired it.

22. The Tenant was not obligated to keep following up with the Landlords. The Landlords' obligation to maintain the unit continued from the point that they knew about the disrepair.
23. Further, the Tenant was not required to arrange an inspection time with the Landlords. The Landlords should have given 24 hours' notice, then entered in accordance with that notice to test the stove. The Tenant did not need to be home.
24. The Landlords did not meet their obligation to maintain the oven until December 19, 2024, when they gave a notice of entry and sought to test the oven pursuant to the notice. The Tenant illegally refused them entry on that date.
25. If the problem had persisted, the Landlords would still have been obligated to repair the oven, which would potentially have included taking legal action against the Tenant for refusing them entry. However, shortly after the December 19 incident, the Tenant replaced the oven herself. I do not find that the Landlords needed to take additional action between December 19, 2024 and January 10, 2025.
26. The Tenant is therefore entitled to a rent abatement from January 14 to December 19, 2024 in compensation for the disrepair.
27. When asked about the impact of the disrepair on her, the Tenant testified that she could not use the oven without burning her food. I do not find that testimony to be credible. If the oven was too hot, the Tenant could simply have set it to a lower temperature. She said as much to the Landlords in her January 14 email.
28. Given the minimal impact the disrepair ought to have had on the Tenant, I will award a 1% rent abatement. The monthly rent was \$845.63, so a 340-day abatement comes to \$94.53. The Tenant will also be awarded her filing fee of \$53.00 for this application.

It is ordered that:

1. The Landlords Jim Vanderlinde, Julie Anne Vanderlinde, and JMK Property Group shall pay the Tenant \$147.53, which represents a rent abatement and the filing fee for this application.
2. If the Landlords do not pay the Tenant the full amount owing by February 15, 2026, they will owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.

February 4, 2026

Date Issued

Dale Whitmore

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.