



Order under Section 31 Residential Tenancies Act, 2006

Citation: Dumais v Sleepwell Property Management, 2026 ONLTB 10584

Date: 2026-02-03

File Number: LTB-T-090924-24
LTB-T-090956-24

In the matter of: 3, 38 MARLBOROUGH AVE
OTTAWA ON K1N8E7

Between: Joseph J Dumais Tenant

And

Sleepwell Property Management Landlord

Joseph J Dumais (the 'Tenant') applied for an order determining that Sleepwell Property Management (the 'Landlord') withheld or interfered with vital services and did not meet its maintenance obligations.

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

The Landlord's representative Anne Skelly and the Tenant attended the hearing. Jason Racine and Lauren Bateson testified for the Landlord.

Reasons:

1. The rental unit is an attic unit. In November, 2023, the Tenant viewed the unit and saw that it had a gas fireplace. He did not want to live in a unit heated by a gas fireplace, so he asked an employee of the Landlord how the unit was heated. The employee told him that it was heated by a furnace.
2. The parties then entered into a tenancy agreement to commence on January 1, 2024. The Tenant paid a deposit equal to one month's rent.
3. The unit was ready a few days early, and the Landlord let the Tenant move in on December 29, 2023, but did not charge rent for December 29 to 31.
4. When the Tenant arrived on December 29, the temperature in the unit was 10 degrees Celsius. He promptly notified the Landlord.
5. On January 2, the Tenant gave the keys back to the Landlord because he felt that the unit was too cold to live in. There were some space heaters in the unit, but he did not believe

that they would provide adequate heating. He told the Landlord that he would collect the keys again once the heating had been fixed. At this point, he still thought that the unit was heated by a furnace.

6. It turns out that the unit was not heated by a furnace. It was heated by the gas fireplace, which was connected to the duct system and provided forced air heating through vents in the same way that a furnace would.
7. An employee of the Landlord attended on January 2, and determined that the unit was cold because the fireplace's pilot light was out. He returned with a technician on January 3 and fixed the pilot light.
8. On January 4, the Landlord notified the Tenant that the unit was heated by the fireplace, the fireplace had been repaired, and the unit was ready for occupancy. However, the Tenant did not want to live in a unit heated by a fireplace, and refused to pick up the keys and move back in. In reply, the Landlord told him that it would agree to end the tenancy, but would not agree to return his deposit.
9. The Tenant brings this application seeking an order that the Landlord return the deposit.

Did the parties agree to end the tenancy on January 4, 2024?

10. The Tenant argues that the tenancy ended on or before January 4, 2024 because, on that date, the parties agreed to end the tenancy. The tenancy having ended, the Landlord would not be permitted to apply the deposit to the rent for January, and would be required to return it.
11. The matter was previously the subject of T1 application, LTB-T-003918-24. The argument that the parties had agreed to end the tenancy ought to have been considered in that proceeding. However, the Member did not address the question in their Reasons. I will consider the question now.
12. If the Landlord had agreed to end the tenancy effective January 1 or January 4, then I would agree that it would be required to return the deposit. That would be true even if the Landlord did not agree to return the deposit.
13. However, what actually happened was that the Landlord said that it would agree to end the tenancy, but did not specify an end date. At the same time, the Landlord said that it would not return the deposit. The most reasonable interpretation of Landlord's offer was that it would agree to end the tenancy effective January 30, once the deposit had been used up.
14. I do not find that the parties agreed to end the tenancy prior to January 30.

Should the tenancy be retroactively terminated?

15. The Tenant's main argument in this proceeding is that the Landlord did not properly maintain the unit and withheld or interfered with the supply of heat, and that the tenancy should be retroactively terminated effective January 1 or January 4 as a remedy for those contraventions.

16. On the evidence before me, I am not satisfied that that the Landlord failed to maintain the unit. The Landlord's obligation was to follow a reasonable program of maintenance. It promptly repaired the heating issue two days after the tenancy began. In the interim, it provided space heaters. The Tenant did not think that the space heaters would be adequate, but he did not try them, nor did he ask the Landlord for more or better space heaters.
17. For the same reason, I am also not satisfied that the Landlord withheld or interfered with the supply of heat.
18. In the alternative, if the Landlord's conduct fell short of its obligations, I do not find that the conduct reasonably induced the Tenant to move. The issue was resolved promptly and there was no reason to think it would recur.
19. The Tenant's real complaint is that he did not want to live in a unit heated by a fireplace. He was concerned that the fireplace might get too hot and pose a safety risk, that it might not adequately heat the unit, that it might not comply with bylaw or building code requirements, and that it might be difficult to control the temperature in the unit. Those concerns were speculative.
20. I take the Tenant's point that the Landlord misled him as to how the unit was heated, and that he would not have rented the unit if he had been given accurate information. However, providing inaccurate information about the heating method does not constitute a failure to maintain the unit or a withholding of or interference with the supply of heat. The application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

February 3, 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.

