



Order under Section 31 Residential Tenancies Act, 2006

Citation: Horwood v Freeny, 2026 ONLTB 10598

Date: 2026-02-02

File Number: LTB-T-080792-22

In the matter of: 3, 2709 LAKE SHORE BLVD W
ETOBICOKE ON M8V1G6

Between: Karen Horwood
Robert Horwood
Tenants

And

2709 Lakeshore Holding Inc.
Landlord

Karen Horwood and Robert Horwood (the 'Tenants') applied for an order determining that 2709 Lakeshore Holding Inc. (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; harassed, obstructed, coerced, threatened or interfered with the Tenants. **(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)**.

This application was heard by videoconference on August 11, 2025. The Tenants, the Landlord's agent Nezar Freeny and the Landlord's legal representative Francisco Gomez attended the hearing.

Preliminary:

Named Parties:

- On consent of the parties, the applications are amended to identify the Landlord / responding party as 2709 Lakeshore Holding Inc. and to remove Nezar Freeny as the named Landlord to the application.

Tenant's Request to Amend Applications:

- The Tenant's applications were filed on December 22, 2022. The Tenants were represented by legal counsel at the time the applications were filed.

3. On February 25, 2025, the Tenants filed with the Board a request to amend their T2 application to include the following claims:
 - In December 2021, the Landlord installed security cameras in the residential complex which violated regulations under the *Personal Information Protection and Electronic Documents Act* (PIPEDA).
 - That in March 2022, the Landlord authorized that Bell Canada cut a service line which affected the Tenants internet services.
4. Rule 15 of the Board's *Rules of Procedure* speak to amendments of an application. Rule 15.3 a. states the following:

15.3 The request to amend will be decided at the hearing after considering:

 - a. whether the amendment was requested as soon as the need for it was known;
5. The new issues the Tenants now seek to include in their amended application occurred more than three years prior to the requested amendment and almost one-year prior to the original application being filed with the Board. The Tenants were unable to provide a reasonable explanation as to why these claims were not included in their original application or why the requested amendments could not have been filed with the Board sooner.
6. As such, in accordance with Rule 15.3, the Tenant's request to amend the application to include these two new claims / allegations is denied. The matter therefore proceeded to only hear the allegations contained in the originally filed application.

Determinations:

7. As explained below, the Tenants proved some of the allegations contained in the application on a balance of probabilities.
8. Although both Tenants attended the hearing, testimony was given solely by the Tenant Karen Horwood.
9. The Tenants moved into the rental unit in November 2007 and still resided in the unit as of the hearing date.
10. The residential complex is a two-storey apartment building consisting of six rental units.
11. The Tenant's T2 and T6 applications were filed on December 22, 2022, and allege the following allegations:
 - Multiple N13 notices being served by the Landlord.
 - No entry to the rear of the residential complex.
 - Lack of / inadequate snow removal.
 - Reduced space in the laundry facility and inoperable appliances.
 - Mailbox / mail delivery not secure.

- Threats to remove parking spaces.
- Substantial interference due to construction

12. The following sections of the *Residential Tenancies Act, 2006* (the Act) are relevant to the allegations contained in the Tenant's applications:

- 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.
- 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.
- 24** A landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys.

13. In accordance with subsection 29(2) of the Act, the Board only has jurisdiction to consider conduct or award remedies from December 22, 2021, as this was one-year prior to the applications being filed.

N13 Notices Served:

14. The Tenant's T2 application alleges harassment from the Landlord due to multiple N13 notices of termination being served, the notices stating different grounds for termination and not being properly acted upon by the Landlord.

15. The Tenant testified that they were served with the following N13 notices (TT exhibit #1):

- On December 22, 2021 – a N13 notice dated December 20, 2021, with a termination date of April 30, 2022. This N13 notice stated that the Landlord intended to demolish the rental unit. Attached to this N13 notice was also a letter from the Landlord's prior legal representative advising of the Landlord's intentions, along with a N11 agreement to terminate the tenancy. The Tenants never vacated the rental unit, nor did they sign the N11 agreement. No L2 application to terminate the tenancy was filed in relation to this notice of termination served.
- On January 31, 2022 – a N13 notice dated January 27, 2022, with a termination date of May 31, 2022. This N13 notice states that the Landlord requires vacant possession of the rental unit to conduct extensive renovations / repairs and provides a detailed list of the anticipated work to be completed. No L2 application to terminate the tenancy was filed in relation to this notice of termination served.

- On December 26, 2023 – a N13 notice dated December 21, 2023, with a termination date of April 30, 2024. This N13 notice stated that the Landlord intended to demolish the rental unit. The Landlord filed a L2 application to terminate the tenancy based on this notice of termination on December 27, 2023. The application was dismissed without prejudice by way of order dated June 18, 2025.
 - On June 29, 2025 – a N13 notice dated June 13, 2025, with a termination date of October 31, 2025. This N13 notice states that the Landlord requires vacant possession of the rental unit to conduct extensive renovations / repairs and provides a detailed list of the anticipated work to be completed. The Landlord filed a L2 application to terminate the tenancy based on this notice of termination on July 8, 2025. On December 9, 2025 order LTB-L-055914-25, LTB-L-055963-25, and LTB-L-055977-25 was issued granting the Landlord's application and terminating the tenancy effective March 9, 2026.
16. The Landlord's agent did not dispute that four separate N13 notices were served over this four-year period and that the reasons claimed on the notices changed. The Landlord's agent stated that the intention since 2021 was to conduct extensive renovations on the rental unit and that the change / number of N13's served were due to changing legal representation and receiving conflicting legal advice. The Landlord maintains the position that they always acted in good-faith and had every intention of carrying out the notices of termination served.
17. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached sections 22 or 23 of the Act with respect to the N13 notices of termination served.
18. The Landlord has the lawful right under the Act to serve notices of termination and the evidence before the Board confirms that two of these notices were filed with the LTB and were addressed at a merits hearing. While it is clear that the Landlord has not been the most prepared and/or organized in properly addressing their intentions to conduct the extensive renovations of the rental unit in an expeditious manner, there is insufficient evidence before the Board to suggest that the Landlord is serving the notices in bad faith.
19. I further note that the Tenants did not vacate the rental unit after receiving each of the above notices and therefore, the Tenants are clearly informed of their rights to a hearing to dispute the notices and their security of tenure. Therefore, I find that the serving of these notices had no substantial impact on the Tenants.
20. As such, this portion of the applications is dismissed.

Entry to Building:

21. The Tenant's application asserts that the Landlord altered the locking system to the entrance of the residential complex without providing the Tenants replacement keys and that this conduct substantially interferes with the Tenant's reasonable enjoyment of the residential complex.

22. The parties agree that the building consists of a front and rear entry door and that at the time the tenancy commenced, both doors could be opened with standard keys. The parties also agreed that on or about January 2022, the Landlord changed the locking system of the residential complex to FOB / Key Card access and that residents were only given key access to the front entrance doors only.
23. The Tenants agreed that they have had no concerns entering the front entrance door of the residential complex, nor did they dispute that they can freely exit the building through the rear doors. The Tenants take concern with the fact that they cannot re-enter the building through the rear doors and must walk around the building to re-enter through the front doors.
24. The Landlord took the position that the change in the locking system was to improve building security as the back entrance door was frequently left unlocked and could be entered by non-residents. The Landlord's agent stated that he also had no written requests from the Tenants requesting key card access to the rear entrance door.
25. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached sections 22 or 24 of the Act.
26. The evidence before the Board is clear that although the Landlord altered the locking system to the residential complex from standard keys to key card access, that the Tenants were never denied and had full access to enter to front entrance of the residential complex. Although the Tenants were no longer permitted access to the rear entry of the building, the evidence before the Board confirms that this was done to ensure that the residential complex was more secure, which in my view benefited the residents. Further, the Tenant's applications before the Board are not an application under section 130 of the Act for a reduction or discontinuance of a service or facility (T3 application).
27. As such, this portion of the applications are also dismissed.

Snow Removal:

28. The Tenants applications allege that the Landlord has not provided adequate snow removal on the driveway, main entrance and walkways of the residential complex.
29. The Tenant's applications contain no specific dates alleging such a breach. At the hearing, the Tenants submitted into evidence single photographs from January 18 & 19, 2022 and from February 9, 13 & 17, 2025 (TT exhibit #2).
30. The Tenant testified that the snow from the January 18, 2022, snow fall was not fully cleared until approximately two days following the snow fall.
31. The Landlord's agent testified that he has an onsite property manager (Nobert) who shovels and salts the common areas of the residential complex shortly after each snow fall has concluded. The Landlord stated that during heavy snow falls, they have a contractor attend the residential complex to remove the snow by plow.
32. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached sections 20 or 22 of the Act with respect to this alleged claim.

33. As stated above, the Tenants applications were filed on December 22, 2022, and the only photographs submitted into evidence by the Tenants were from a single 24 hour date prior to the application being filed (January 18 & 19, 2022). In review of public records / media reports, the city of Toronto experienced a significant snow fall / storm on or about these dates and therefore it was not uncommon for the snow removal to take longer than normally expected.
34. Further, the other photographs submitted into evidence by the Tenant were from February 2025 (almost three years after the first set of photographs submitted). The large gap in the photographs and lack of day-to-day images suggests to me that the Landlord does have an active and effective snow removal program and therefore, I am unable to conclude that the Landlord has breached their maintenance obligations under the Act or that there has been a substantial interference to the Tenants reasonable enjoyment of the rental unit / residential complex.
35. As such, this portion of the Tenant's applications are dismissed.

Laundry Facility:

36. The parties agree that the residential complex consists of a shared coin-operated laundry facility and that on or about March 2022, the Landlord conducted renovations to the laundry room, which reduced the square footage of this room.
37. The Tenants submitted into evidence photographs of the laundry room before and after the renovations were conducted (TT exhibit #3). The photographs confirm that a wall was installed separating the boiler and furnace area of the room from the shared laundry space.
38. The Tenant also testified that the washer and dryer were not in a good state of repair and that concerns were reported to the Landlord in 2022. The Tenants submitted into evidence text messages sent to the Landlord's onsite manager on September 19, 2022, advising that the washing machine was not properly cleaning their clothes (TT exhibit #4). The Tenants confirmed that since September 2022 they did not use the laundry facilities in the residential complex and therefore could not comment about the current state of the appliances.
39. The Landlord's agent stated that the renovations conducted to the laundry room were done because the boiler system was too close to the shared laundry facilities and that a separation wall was constructed for safety purposes. The Landlord's agent also stated that the washing machine and dryer are in a good state of repair and that any complaints received are addressed timely. The Landlord has no records of complaints received after September 2022.
40. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached their maintenance obligations under the Act or that the Landlord has substantially interfered with the Tenant's reasonable enjoyment of the residential complex with respect to this portion of the applications.
41. The evidence before the Board suggests that the renovations conducted in the laundry facility were to ensure proper safety to all the residents and that the work was completed in

a timely and professional manner. Further, the applications before the Board are not filed pursuant to section 130 of the Act for a reduction or discontinuance of a service or facility (T3 application) and therefore, I do not find that the reduction of space in the laundry room to be a breach of the Act on the T2 and T6 applications filed before the Board.

42. With respect to the washer and dryer not operating properly, the Tenants led insufficient evidence to support that this was a consistent and ongoing issue. The Tenants submitted into evidence a single written complaint from September 19, 2022 (three years ago) and confirmed that they have not used the laundry facilities since and therefore could not comment on the state of the laundry appliances after this reported complaint.
43. As this is the Tenant's application, the Tenants bear the onus of proving that the Landlord has breached the Act on a balance of probabilities. Given the minimal evidence / incidents reported, I am unable to conclude that the Landlord has failed to maintain the washer and dryer in a good state of repair.
44. As such, this portion of the Tenant's applications are dismissed.

Mailbox:

45. The parties agree that the residential complex has a shared mailbox between the six rental units and that the tenants are responsible for sorting out their respective mail.
46. The Tenants raise concerns with the lack of security for their mail delivery and stated that they have previously had mail gone missing. The Tenants were unable to provide the Board with any specific dates of such incidents, nor did they submit into evidence any written correspondence to the Landlord suggesting that such conduct has occurred.
47. The Landlord's agent stated that no reports of stolen or misplaced mail have been reported by the Tenants or any of the other residents in the residential complex.
48. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached the Act with respect to this portion of the application.
49. The Tenants provided insufficient evidence before the Board such as dates or times to suggest that the current mailbox set up has had a substantial impact on their day-to-day occupation of the rental unit / residential complex.
50. As such, this portion of the Tenant's applications are dismissed.

Parking Issue:

51. The parties agree that as per the tenancy agreement, the Tenants are entitled to two parking spaces on the residential complex. The Tenants submitted into evidence a "tenant acknowledgement form" confirming the parking privileges (TT exhibit #5).
52. The Tenant testified that on August 18, 2022, they received an email from the Landlord's agent advising that their vehicle parked on the driveway was impeding the "right of way" access in the driveway. The Tenant stated that this email was sent after the Landlord had

a property variance hearing with the City of Toronto. The Tenant submitted a copy of the email received by the Landlord (TT exhibit #6).

53. The Tenants agreed that despite this email being sent, that they have continued to use this parking space and have not been further asked by the Landlord to park elsewhere.
54. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has breached sections 22 or 23 of the Act with respect to this portion of the application.
55. The Tenant's own evidence confirms that this portion of their application involved a single incident / comment that was never acted on or enforced by the Landlord. The Tenants continued to maintain their parking privileges since this date (three years) and as such, I am not satisfied that the Landlord has harassed or substantially interfered with the Tenant's enjoyment of the residential complex.
56. As such, this portion of the applications are also dismissed.

Construction Noise:

57. The Tenants T2 application alleges that the Landlord has substantially interfered with their reasonable enjoyment of the rental unit due to ongoing construction from December 2021 to the end of August 2022.
58. The Tenants testified that on or about December 27, 2021, the Landlord installed security cameras on the exterior of the property and that a drilling noise could be heard. The Tenants confirmed that the work was done within the time permitted by the local Bylaws.
59. The Tenant further testified that from February 2, 2022, until the end of August 2022, that the Landlord was conducting renovation in units 1 and 4 (across the hallway and below the rental unit). The Tenant stated that no prior notice was given with respect to these extensive renovations and that the renovations resulted in excess noise and dust emanating into the rental unit and common areas of the residential complex.
60. The Landlord provided no evidence or submissions with respect to this alleged issue.
61. Based on the evidence and submissions before the Board, I do find on a balance of probabilities that the Landlord has breached their section 22 obligations under the Act and has substantially interfered with the Tenant's reasonable enjoyment of the rental unit / residential complex from February 2, 2022 until August 31, 2022.
62. The uncontested evidence before the Board is that the Landlord conducted extensive renovations of two neighbouring rental units without providing the Tenants with prior written notice of the proposed work to be done or the expected duration of the work. This is required under section 8(4) of Ontario Regulation O. Reg. 516/06: *GENERAL*. I also accept the Tenant's unchallenged testimony that the work conducted resulted in excessive noise and disturbances being experienced in their day-to-day lives during the period of the renovations.

63. I am not satisfied however that the Landlord breached the Act with respect to the incident that occurred on December 27, 2021. The evidence before the Board suggests that this was standard maintenance work that did not last for a prolonged period.

Remedies:

64. As the Tenants proved some of the allegations contained in the applications, the Tenants are entitled to some or all the claimed remedies. The remedies of course are limited to the alleged breaches proven at the hearing.

Rent Abatement:

65. The Tenant's applications request a 50% rent abatement. The monthly rent at the time the application was filed was \$1,341.43. 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.
66. Based on the evidence and submissions before the Board, I find that the Tenants are entitled to a total rent abatement of \$923.91. This amount represents a 10% rent abatement for the period of February 2, 2022, to August 31, 2022, when the construction / renovations were ongoing inside of the residential complex.
67. Although I have found the Landlord to be in breach of the Act with respect to the substantial interference caused by the construction / renovations, I do not find that the impact was so substantial on the Tenants that it warrants a large rent abatement. The Tenants provided limited dates and times in their testimony of the alleged breach and as such, I find that the Landlord's breach should be limited to a 10% rent abatement and not 50% as requested by the Tenants.

Cease and Desist:

68. As the construction / renovations were complete as of the hearing date, this requested remedy is moot.

Administrative Fine:

69. The Tenant's T2 application also requests that the Landlord be ordered to pay to the Board an administrative fine.
70. The Board's Interpretation Guideline 16 entitled Administrative Fines addresses when the Board generally imposes fines:

An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance.

71. Based on the evidence and submissions before the Board, I do not find that an administrative fine is warranted in these circumstances. The Landlord's breach of the Act does not suggest a blatant disregard for the Act, and I find that the remedies already ordered by way of rent abatement are a sufficient deterrence to ensure future compliance with the Act.

General Compensation:

72. The Tenant's applications claim \$10,000.00 in general compensation for pain and suffering. At the hearing the Tenants confirmed that they would only be seeking \$5,000.00 for this remedy.
73. The Board has the authority to award damages for pain and suffering. The Divisional Court confirmed this jurisdiction in *Mejia v. Cargini*, [2007] O.J. No. 437 (Ont. Div Ct.) in circumstances where the damages claimed are the result of a breach of the landlord's contractual or statutory obligations. When assessing the claim for general compensation, the Board must consider the overall impact the breach had on the tenant.
74. The Tenants testified at the hearing that they were required to take time off work due to the Landlord's conduct and incurred medical costs for Ms. Horwood's asthma being affected by the excess dusts from the renovations. No employer letters, time off requests or medical notes / records were submitted into evidence by the Tenants.
75. As such, I am not satisfied that the Tenants are entitled to general compensation for pain and suffering as there was insufficient evidence before the Board to suggest that the Landlord's breach was so severe that it warrants additional compensation beyond a rent abatement.

Filing Fee:

76. The Tenant's paid \$48.00 for the costs of filing the application and are entitled to reimbursement of those costs.
77. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$971.91. This amount represents:
 - \$923.91 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by February 13, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by February 13, 2026, the Landlord will owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.

February 2, 2026
Date Issued

Fabio Quattrociocchi
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.

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