



Order under Section 31 Residential Tenancies Act, 2006

Citation: McConnell v Barth, 2026 ONLTB 7553

Date: 2026-02-03

File Number: LTB-T-047801-22

In the matter of: B, 38 SHIRK PL
KITCHENER ON N2K1R4

Between: Margo McConnell Tenant

And

Brodie Barth Landlord
Emily Schuurmans

Margo McConnell (the 'Tenant') applied for an order determining that Brodie Barth and Emily Schuurmans (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.

This application was heard by videoconference on August 26, 2025.

The Landlord and the Tenant attended the hearing. The Tenant was represented by Cynthia Iheanacho.

Also in attendance was the Tenant's witness

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$200.00 on or before February 14, 2026.

Substantial interference

2. The Tenant asserts the Landlord substantially interfered with her reasonable enjoyment of the premises when the Landlord had roof work done to the residential complex, including her unit, without notice and updates. The Tenant testified that the roofing started on June 27, 2021 and was not performed in a professional manner. The Tenant submits that the contractors did not clean up each day after their work which resulted in the Tenant having

to clean up all the nails from the backyard. This led to the Tenant's dog being injured from the nails left by the contractors which led them to feel unsafe; the Tenant further asserts that she lost the use of her garden between May 2021 and September 2021 when she moved out.

3. Section 8 of the Ontario Regulations 516/08 made under the *Residential Tenancies Act, 2006* must be applied in determining whether or not the Landlord substantially interfered with the reasonable enjoyment of the rental unit. Subsection 8(3)(b) makes it clear that "the Board shall not determine that interference was substantial unless the carrying out of the work constituted an interference that was unreasonable in the circumstances....". Therefore, a finding of unreasonableness must be made.
4. In the Tenant's situation I have no doubt that the debris and the ongoing noise resulting from the equipment used to remove and replace the roof of the Tenant's unit and the residential complex inconvenienced and disrupted the Tenant's usual use of the rental unit and her enjoyment was reduced while the roof restoration was conducted.
5. However, despite these findings, the Regulation requires that work causes an interference that is unreasonable in the circumstances before a finding in the Tenant's favour can be made. Noise from the machinery and debris from the roofing material are natural and expected results of construction and repairs for roof replacement. I find debris was not unreasonable given the scope of the renovation that was being conducted.
6. However, were the nails disposed in a proper manner at the end of each workday? Does the lack of proper disposal constitute substantial interference under section 22 of the Act? Is the loss of the Tenant's garden space reasonable under the circumstances?
7. The Tenant presented photographs that show the vinyl covering of the roof from the unit beside hers, being discarded in her backyard with many nails attached. This photograph is dated July 15, 2021. There are also several planks of wood discarded in the side pathway between her unit and the unit next door in a photo dated September 17, 2021. In other undated photographs, there appears to be further wood pieces and construction debris in her backyard and around the residential complex.
8. The Landlord testified that the work at the residential complex occurred in phases. The roof work referred to by the Tenant began in mid-July 2021 and lasted 2 weeks; it ended on July 27, 2021. The Landlord presented photographs of the backyard cleaned up on July 13, 2021 and a photo of the Landlord ES and their friends/family cleaning up.
9. The Landlord submits the photograph from September relates to the aluminum repairs to the soffit, fascia and eavestroughs of the residential complex which started September 17, 2021 and was completed on September 23, 2021. The Landlord presented photographs of the state of the residential complex which did not match the Tenant's assertion of an unprofessional renovation.
10. The Landlord confirms the Tenant's undated photographs do not pertain to the Tenant's yard but rather they are on Unit C and D's side of the premises and also confirmed they were cleared by July 27, 2021. I take this to mean it was possible they were not cleared up by the end of each workday as the Tenant asserts and no evidence was provided by the Landlord to contradict the state of the Tenant's backyard.

11. Thus, I find that the failure to pick up materials at the end of each workday constituted unreasonable interference on the Landlord's part with respect to the roofing work that took place in July 2022 and the fascia work that took place in September 2022. The Tenant testified that they contacted the Landlord with respect to the interferences and the Landlord's response was that they did not have time to deal with the Tenant and dismissed her concerns.
12. While the Landlord submitted a letter from the former tenant who resided in unit C which confirms the Landlord kept the residents apprised of the repairs and did their best to minimize the disruption, the Tenant's own evidence confirms it was possible the cleanup did not occur as thoroughly at the end of each workday.
13. The Landlord could have done the work in a less disruptive manner by ensuring debris was picked up at the end of each workday. The disposal bin was available to the Landlord and could have been stored in the adjoining unit's backyard as the debris was.
14. Having regard to the nature and scope of the roof restoration work at the residential complex and the effect on the Tenant's use of the rental unit and residential complex, I find that the disruption caused in this case could have been reduced so as to avoid inconvenience to the Tenant.
15. As I have found the interferences during the repair period to be unreasonable, I look at subsection 4 which speaks to ten conditions that must be satisfied and if so, would not entitle the Tenant to a rent abatement; however, I find the Landlord has failed to satisfy all ten of these conditions including the following:
 1. The landlord gave notice to the tenant or former tenant at least 60 days before the commencement of the work, or, in cases of emergency, as soon as was reasonable in the circumstances, concerning the work to be carried out.
 3. The notice describes the nature of the work to be carried out, the expected impact on tenants and members of their households and the length of time the work is expected to take.
 4. The notice was reasonably accurate and comprehensive in the circumstances at the time it was given.
 5. If there was a significant change in the information provided under paragraph 3, the landlord provided to the tenant or former tenant an update to the notice in a timely manner.
16. Therefore I find the Tenant is entitled to a rent abatement which shall be discussed below.
17. With respect to the Tenant's Garden space, I am not satisfied that she lost this space. I say this because it appears from the pictures presented by the Landlord that this area still existed after the roofing work and the fascia work was completed. So this claim must be dismissed.

Remedies

18. The Tenant seeks a rent abatement of \$1,350.00 for the disruption on the Landlord's part and its impact on the Tenant.
19. Given my knowledge and experience in other similar matters, as well as the rules relating to an abatement under section 8 of the Regulation, and considering the evidence before me relating to the impact of the disturbance on the Tenant, the duration of the repairs and the fact that they were confined to the backyard area, I find a rent abatement of \$200.00 to be appropriate under the circumstances.
20. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$200.00 which represents a rent abatement.
2. The Landlord shall pay the Tenant the full amount owing by February 14, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 14, 2026, the Landlord will owe interest. This will be simple interest calculated from February 15 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 3, 2026
Date Issued

Sonia Anwar-Ali
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.