



**Order under Section 69  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-036725-24  
LTB-T-033250-22  
LTB-T-072359-22

**In the matter of:** 633 GUELPH ST  
KITCHENER ON N2H5Y5

**Between:** Ross Bennett Landlord  
Dean Bennett

**And**

Derek Linton Tenant  
Vanessa O'Neill

Ross Bennett and Dean Bennett (the 'Landlord') applied for an order to terminate the tenancy and evict Derek Linton and Vanessa O'Neill (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 application)

Derick Linton and Vanessa Oneill (the 'Tenant') applied for an order determining that Tracy Bennett, Ross Bennett and Dean Bennett (the 'Landlord') and Chris Bennett (the 'Landlord's Agent'):

- 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)

Derick Linton and Vanessa Oneill (the 'Tenant') applied for an order determining that Tracy Bennet, Dean Bennett and Ross Bennett (the 'Landlord') collected or retained money illegally. (T1 application)

This application was heard by videoconference on December 10, 2025.

The Landlord, Ross Bennett, and the Tenant attended the hearing.

**Determinations:**

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent

arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,563.12. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$51.39. This amount is calculated as follows: \$1,563.12 x 12, divided by 365 days.
5. The Tenant has paid \$12,504.96 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025, are \$26,051.58.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

#### Section 82 – Tenant Issues Raised During the Hearing

1. According to section 82 of the Act, when the Board hears an application by a landlord for an order terminating a tenancy based on non-payment of rent, the Board shall permit the tenant to raise any issue that could be the subject of an application by the tenant under the Act.
2. At the hearing, I explained to the Tenant some issues such as bad faith notices and failing to repair the railing for the front of the stairs lacked sufficient particulars. The Landlord objected to proceeding on these issues. I find there is insufficient detail in the with respect to these two issues to allow the Landlord to know the case being alleged against them.
3. As such, I dismissed these two issues they initially intended to raise under section 82 except for the issue of fridge, illegal lockout and lease discrepancy.
4. In the present case, the Tenant claimed that the Landlord breached his maintenance obligations under section 20(1) of the Act by failing to repair the fridge. The Tenant also claimed that the Landlord breached 22 of the Act.

#### *Fridge not working – Breach of section 20(1).*

5. The Tenant testified that on October 4, 2023, the fridge stopped working and when the Tenant complained to the Landlord, the Landlord made the Tenant wait two months before advising the Tenant that they had no obligation to fix the fridge.
6. The Tenant testified that on October 5, 2023, the Landlord sent a repairman to inspect the fridge, and he advised the Tenant those parts needed to be ordered to repair it.
7. The Landlord did not respond as such, the Tenant followed up with the Landlord on October 7 and October 11, 2023. The Landlord requested the Tenant to provide dimensions of the fridge. However, the Tenant was unable to as they did not have a tape measurer.

8. On October 12, 2023, the Landlord advised the Tenant they will inquire with the repairman to arrange a replacement. The Landlord kept demanding the Tenant to pay their rent in order for them to provide a replacement and once the Tenant paid the rent, the Landlord repaired the fridge on December 1, 2023.
9. The Landlord did not dispute the Tenant's evidence but provided that they need to order a part to repair the fridge as such, it was not repaired until December 1, 2023.
10. Based on the evidence before me, I am not satisfied that the Landlords breached their obligations under the Act. The Landlord were taking steps to repair the fridge. The fact that it took two months was outside the Landlords' control and was not due to any inaction on their part. For these reasons, I am not satisfied that the Landlords have breached their obligations under the Act and this claim is dismissed.

#### Illegal lockout

11. The Tenant testified that on December 11, 2024, the Landlord changed the locks to the unit because the states the Tenants were evicted, and they were breaking and entering the unit. The Tenant was at work while it occurred and was notified by her boyfriend who was in the unit. The Tenants called the police, and the police advised the Landlord to allow them back in the unit. The Tenant submits that they were locked out for a total of fours hours. The Landlord's in the interim turned off their hydro and heat in the unit, and the Tenant did not have heat in the unit for three days and their hydro was not returned until January 6, 2025.
12. The Landlord submits that the Tenant had changed the locks to the unit and the Landlord, and his father attended the unit to change the locks back but was not successful and the secondary Tenant Derek attacked the Landlord's father. As such, the police were called, and the Landlord submits that there are charges pending.
13. The Tenant's evidence was that she did not vacate or abandon the rental unit nor was there an eviction order enforced against her prior to the Landlord attempting to change the locks.
14. I find that the conduct exhibited by the Landlord is in breach of section 24 of the Act which states:

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.

15. With respect to the Landlord's entry, the Act prescribes the requirements of valid notice of entry. Section 27(1) of the Act states that a landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry.
16. In this case It was clear from the Tenant and the Landlord's evidence that the Landlord entered the rental unit without providing notice. It was the Landlord's own testimony that he entered the rental unit on the December 11, 2024 to change the locks.

17. I am therefore satisfied that it is more likely than not that the Landlord entered the rental unit unlawfully on December 11, 2024, for the purpose of facilitating the lockout of the tenant.
18. The Tenant is seeking a rent abatement of \$5,000.00. Rent is \$1,563.12/month and due on the 1<sup>st</sup> of the month.
19. The Tenant did not provide any rationale for the amount requested other than to state the lockout have had a profound and lasting impact on her mental health and quality of life.
20. I find that the Tenant was not able to occupy the unit for one day and I also find that the Tenant did not have heat for three days and hydro in their unit for a month. Therefore, it is appropriate to order that the Landlord compensate the Tenants for the 1 month they were illegally locked out in December 11, 2024, in the amount of \$1,563.12.
21. The Tenant also sought out of pocket expenses for a space heater they purchased in the amount of

#### Lease discrepancy

22. The Tenant testified despite the Tenant's request the Landlord failed to provide a written lease.
23. Subsection 13(2) of the Act provides that a tenancy agreement takes effect when the tenant is entitled to occupy the rental unit, whether or not the tenant actually occupies it.
24. Equally important, pursuant to subsection 2(1) of the Act a tenancy agreement "means a written, oral or implied agreement between a tenant and a landlord for occupancy of a rental unit."
25. As such, I find that there was a oral and implied agreement between the Tenant and the Landlord for the occupancy of the rental despite the fact that there is no written agreement. I am not satisfied that the Landlords have substantially interfered with the Tenant's reasonable enjoyment of the rental unit and this claim is dismissed.

#### T6 Application

26. After a review of the applications, I expressed my concern with regards to the lack of particulars in the T6 application. The Tenant alleges that the Landlord has not repaired or maintained the rental unit or residential complex or has not complied with health, safety, housing or maintenance standards, explaining in the T6 application:
27. "the landlord refuse to accept snow removal, address any maintenance concerns, refused to build a railing for the front stairs, backyard is full of overgrown/noxious weeds, concrete landing and walkway was torn up, landlord removed the fence and gate, no notice or improper notice for maintenance work, side of the house has an unsafe trench, eavestroughs overflow creating a slippery surface, front lawn has had numerous by law complaints, landlord has a 6- foot storage container, placed in the backyard and the paint used bathroom isn't for the bathroom and the Tenant asked the Landlord to paint back in 2016.

28. I considered the case of Ball v. Metro Capital Property [2002] O.J. No. 5931 (Divisional Court) ("Ball v. Metro Capital"). The facts in Ball v. Metro Capital were distinguishable in that the details were lacking in a Notice of Termination in the landlord's application. Notwithstanding that the present case involves tenant applications instead of a landlord application, the legal premise of requiring adequate particulars so that the opposing side can understand and respond to the claims being made against them has been long established. This is a matter of procedural fairness. The respondent landlord must have notice of the case to be met.
29. I find there is insufficient detail in the Tenant's T6 application to allow the Landlord to know the case being alleged against them.
30. While the Tenant submits that her testimony will provide the Board and the Landlord all the details required, I find that allowing the application to proceed will be unfair to the Landlord as the Landlord would not have had an opportunity to prepare adequately.
31. I do not find that adjourning the hearing for the Tenant to amend their T6 application and/or submit evidence would result in the most expeditious or fair outcome. Given that the applications were filed on December 8, 2021, and the parties attended a hearing on February 22, 2024 and June 20, 2024. I find that the Tenant has had ample time to perfect their T6 application as they were provided oral directions from the member that there were issues with adequacy of particulars with respect to the dates and times the issues were communicated to the Landlord and issues with limitation period.
32. The dismissal of the T6 application was communicated to the parties at the hearing.

### T2 application

#### Blocked access to driveway

33. The Tenant testified that the Landlord's contractors would block the access to the driveway with their trucks between March 1, 2021, to April 4, 2021. The Tenant testified that she was unable to access her unit and unload groceries. She advised the Landlord on March 1, 2021, but the Landlord did not respond.
34. On May 25, 2021, the Landlord removed the driveway to commence construction. The Tenant testifies that this was done without any notice given and it prevented her from hosting guests.
35. The Tenant states that the Landlord did not provide her an alternative parking spot and she followed up with the Landlord on September 9, 2021. The Tenant testified that on September 20, 2024, she emailed by law to inform them that the Tenant did not have parking at the property and was not provided an alternative spot.
36. The Landlord denies that they blocked the driveway. The Landlord provides that they removed the driveway and was undergoing construction and since the Tenant stopped paying rent, they halted construction. He also testifies that there is free parking street parking at the front of the space and the Landlord provided the Tenant did not have a car for awhile.

37. He provided in evidence an email dated August 27, 2021, from Kitchner by-law advising the Tenant that the Landlord was offered a parking on the Guelph Street side near the rental unit. Although, the Tenant often parked on the street, it resulted in the city issuing parking tickets to her. However, the Tenant did provide in evidence any parking tickets issued out to her. It was also not disputed that for an unspecified period of time, the tenant did not have a car.
38. On the basis of the evidence provided and on a balance of probabilities, I do not find that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit for failing to provide a parking spot from May 25, 2021, to the day of this hearing.
39. I find that the Landlord took reasonable steps to minimize the interference with the Tenants' parking in the driveway by offering street parking. It was the Tenant's own evidence that the City communicated that the Tenants had the option to park on the street. As such, I find that there was minimal impact to the Tenant.
40. Accordingly, this claim is dismissed.

#### Laundry machine was not repaired

41. The Tenant testified that the laundry machine stopped working in July 1, 2021 and the Tenant informed the Landlord's mother.
42. The Tenant stated the Landlord advised they would fix it, but they did not.
43. The Tenant submitted that the washing machines was replaced three times, but each replacement broke after limited use. She complained to the Landlord about the washing machine breaking on September 9 and 21, 2021 and the Landlord's agent responded that the rent does not include a washer and the Landlord's agent stated that a washer was provided to the Tenant three times but because of the Tenant's overuse it broke down. The Tenant submitted into evidence a text message exchange as evidence.
44. The Tenant testified she often had to go to the laundromat or wash her clothes in the bathtub. As the Landlord refused to fix the laundry machine, the Tenant purchased their own washer as of February 11, 2024.
45. On the basis of the evidence provided and on a balance of probabilities, I find that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit for failing to provide a laundry machine from May 25, 2021, to February 11, 2024.
46. The Tenants requested a 15% rent abatement for the period May 25, 2021, to February 11, 2024, for the Landlord's failure to maintain the laundry machine. I find that this amount is unreasonable, however, because the inconvenience to the Tenants was minimal. The Tenants were able to use the tub to wash their clothes or go to laundry facilities before purchasing their own appliances. I therefore find that it is appropriate to order the Landlord to pay to the Tenants a \$20.00 rent abatement from May 25, 2021, to February 11, 2024, or \$800.00 in total.

#### Rent receipts

47. The Tenant testified that the Landlord never provided rent receipts for April 2021, May, July and September 2021 rent and would accuse that the Tenant did not pay rent when she did. The Landlord would often serve N4 Notices without confirming with the Tenant whether they paid their rent but the Landlord would not file with the Board.
48. The Landlord did not dispute that they did not provide receipt. The Landlord testified that the Tenants paid in cash and it was hard to keep track.
49. Based on the evidence before me, I am satisfied that the Landlord failed to provide rent receipts contrary to subsection 109(1) of the Act. Once again, the Tenant is requesting an 10% abatement of rent. However, I find that the Landlord only failed to provide four months of receipts to the Tenant. As a result, a nominal amount of \$100.00 will be awarded for this breach of the Act.

#### Backyard

50. The Tenant testified that the Landlord requested her to remove her belongings in the backyard so the Landlord can put in their storage container.
51. The Landlord does not dispute that for a period of one month in April 2021, the Landlord put their own storage container in the backyard. The Tenant states that it was only removed June 2023.
52. The Tenant also states that the Landlord removed the fence and gate that provided access to the backyard in September 2021.
53. The Tenant states the Landlord destroyed the Tenant's fire pit in the backyard. The Landlord denies that this occurred.
54. I find that the Landlord conducts repairs to the residential complex for legitimate reasons, but it was done in a manner such that the Tenants began to feel uncomfortable in their own home not knowing when the Landlord would commence work. I find that in the manner the Landlord conducted repairs to the backyard substantially interfered with the Tenants' reasonable enjoyment of the backyard.
55. Based on the evidence before me, I find that the impact on the Tenants of this area of disrepair to be merely an inconvenience as they were able to use the backyard and a nominal amount of \$100.00 accurately represents the impact of this interference.

#### Construction noise

56. The Tenant testified that there was construction noise between 9:00 a.m. and 12:00 p.m. on September 3, 2021.
57. The Tenant claims there was construction noise again on April 12, 2024, for three hours during the day.
58. I also find that the Kitchener's by Law allows all construction to take place between the hours of 7:00 a.m. to 7:00 p.m. during the period of Monday through to Sunday.

59. On the basis of the testimony provided by both parties, I find that the Landlord was not in breach of s.22 of the Act. Where an alleged interference is caused by work being done by a landlord in a residential complex, section 8 of the Ontario Regulation 516/06 must be applied. Section 8(3)(b) states that an interference is not substantial unless the carrying out of the work constituted an interference that was unreasonable in the circumstances with the use and enjoyment of the rental unit or residential complex by the tenant
60. In this case, the work was carried out at reasonable times pursuant to and in accordance with the Toronto noise By Law Chapter 591-2.3. I also find that the duration of the construction noise was reasonable.
61. Accordingly, this claim is dismissed.

#### Harassment

62. The Tenant states that the Landlord's contractors threw dog feces at the Tenant's front steps on October 10, 2021, that the Tenant had to clean up.
63. The Tenant testified that the Landlord yelled at the Tenant's guest in May 2021. The Landlord did not dispute this and stated his parents live next floor and were irritated that they parked in their driveway.
64. The Tenant submits that on April 24, 2024, the Landlord's parents who lived next door would sometimes act threatening and act aggressive towards to the Tenant and their guests. Yelling at guests.
65. The Landlord doesn't dispute that his parents were irritated with the Tenant because of their parties and constant disputes.
66. Based on the facts as uncontested above, I find that the Landlord's behaviour: yelling at the Tenant or their guests, threatening to terminate her tenancy, and demanding that she leave the unit amounted to behaviour that was both harassing and substantially interfered with her reasonable enjoyment of the rental unit. The Landlord's behaviour between May 2021 through to October 10, 2021.
67. On the evidence before me, I am satisfied that the Landlord's behaviour during this time period reached the threshold of substantial interference and harassment in violation of sections 22 and 23 of the Act.
68. I therefore find that a rent abatement of one month's rent is appropriate for the Tenant's loss of enjoyment of his rental unit as a result of the Landlord's substantial interference and harassment. I therefore award the Tenant a rent abatement of \$1,525.00.

#### T1 application

69. The parties do not dispute that the Landlord collected an illegal rent in the amount of \$625.00. An order will issue for this amount.

70. The total amount the Landlord owes the Tenant is \$4,819.12 in rent abatement plus the cost of the applications. This amount shall be set off against the amount the Tenant owes the Landlord for rent arrears.
71. The Tenant provided that she withheld rent as a result of maintenance issues. She is currently employed, and her monthly household income is around \$5,312.00. She testified that her expenses amount to \$1,015.00 excluding rent. She proposed a 24-month payment plan in which she pays \$1,000.00. However, the Tenant did not provide a reasonable explanation of while she withheld her rent whether she put aside the money.
72. The Landlord opposed a conditional order on the basis that the Tenant's nonpayment of rent has been a financial strain.
73. I am of the view that relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. The Tenants have lived in the rental unit for 5 years. The Tenants owe \$21,232.46 in arrears to December 31, 2025. Given their evidence regarding their income and their probable monthly expenses, the Tenants would have over \$2,553.88 a month to put towards the amounts owing to the Landlords. I find a 12-month payment plan provides the Tenants an opportunity to preserve the tenancy while minimizing any further prejudice to the Landlords.
74. By the time the parties receive this order, two additional months of rent will have become owing. Given the Tenants' evidence, it is reasonable to conclude that the Tenants would have paid the rent for January 2026 and February 2026 in full and on time or would have these funds available to them. Accordingly, this order shall include conditions for the payment of January 2026 and February 2026.
75. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

**It is ordered that:**

1. The Landlords' application to terminate the tenancy and evict the Tenant is denied subject to the follow conditions.
2. The Tenant shall pay to the Landlord \$21,524.46. This amount represents \$21,338.46 owing in arrears to December 31, 2025, and \$186.00 for the Landlords' cost to file their application with the Board.
3. The Tenants shall pay to the Landlords the amount set out in paragraph 2 in accordance with the following schedule:

| <b>Date Payment Is Due</b> | <b>Payment Amount</b> |
|----------------------------|-----------------------|
| March 1, 2026              | \$1,687.76            |
| April 1, 2026              | \$1,793.70            |
| May 1, 2026                | \$1,793.70            |
| June 1, 2026               | \$1,793.70            |

|                   |            |
|-------------------|------------|
| July 1, 2026      | \$1,793.70 |
| August 1, 2026    | \$1,793.70 |
| September 1, 2026 | \$1,793.70 |
| October 1, 2026   | \$1,793.70 |
| November 1, 2026  | \$1,793.70 |
| December 1, 2026  | \$1,793.70 |
| January 1, 2027   | \$1,793.70 |
| February 1, 2027  | \$1,793.76 |

4. The Tenant shall pay to the Landlords the lawful rent for January 2026 and February 2026 on or before February 28, 2026.
5. For a period of twelve consecutive months, starting March 1, 2026, through to and including February 1, 2027, the Tenant shall pay to the Landlord the lawful monthly rent on or before the first day of each month.
6. If the Tenant fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent, and costs to be paid by the Tenant to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after December 31, 2025.

**February 11, 2026**  
**Date Issued**

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 Vinuri Sivalingam  
 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.