



Order under Section 130 Residential Tenancies Act, 2006

Citation: Anis v Riocan Living LP, 2026 ONLTB 13816

Date: 2026-02-12

File Number: LTB-T-058137-25

In the matter of: 3403, 450 FRONT STREET WEST
TORONTO ONTARIO M5V0V7

Between: Shereen Anis Tenant

And

Riocan Living LP Landlord

Shereen Anis (the 'Tenant') applied for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex.

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

The Landlord's legal representative Roman Komarov and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Preliminary Issue

The Amendment Request

2. The Tenant's application is filed on a T3 Form "Tenant Application for a Rent Reduction". The Tenant selected "Reason 1" on the T3 application form which relates to an allegation that the Landlord has reduced or discontinued a service or facility in the last 12 months pursuant to section 130 of the Act.
3. The Tenant lists "Basic Safety and Security", and "Luxury Services as per their advertisements", as being discontinued on May 5, 2025.
4. On December 4, 2025, the Tenant uploaded a 5-page document to the Tribunals Ontario Portal labelled, "LTB The Well" as DOC-6925177. The document is titled, "Statement of Claim and Summary", and references section 22 of the Act relating to substantial interference. The Tenant submitted that this document contains the substance of their allegations and is the document they, "want to proceed on".

5. Based on the Tenant's submissions, the document titled "LTB The Well" is a request to amend the application and submissions were invited on this issue.
6. The Landlord's representative disputes being served with a copy of the Tenant's evidence and asserts that they did not receive the document titled "LTB The Well". The Landlord's representative takes the position that any request to amend on the basis of the document "LTB The Well", should be denied.
7. The Tenant gave evidence that they had the amendment request prepared in advance however, they did not serve the document to the Landlord or their representative believing it to be, "subjective context". The Tenant did not obtain legal advice in relation to their application or their request to amend.
8. The Tenant was unable to prove the amendment request was served to the Landlord or their representative and the request to amend only became known at the hearing. Rule 15 of the Board's Rules of procedure sets out requirements when requesting to amend at the hearing, specifically Rule 15.4:

15.4

- a. The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.
9. At the hearing I determined that the amendment was not appropriate and would be prejudicial to the Landlord. The amendment request was not served to the Landlord or their representative and was only disclosed at the hearing.
 10. The amendment request discloses the entirety of the Tenant's allegations 6 days prior to the hearing. Granting the amendment would result in significant prejudice by denying the Landlord the opportunity to know the case to be met. The Landlord would not be in a position to serve or file evidence to respond to the actual issues being alleged or summons any necessary witnesses.
 11. Further, the amendment request does not relate to the discontinuance of a service of facility and seeks remedies not available in a T3 application pursuant to section 130 of the Act. The Board considered a Tenant's choice of forms in files: TST-69731-16 / TST-81841-17 / TSL-81928-17-IN2.
 12. In TST-69731-16 / TST-81841-17 / TSL-81928-17-IN2 the Board considered the issue of a tenants' application being filed on a T2 Form alleging substantial interference pursuant to section 20 of the Act, when the allegations actually relate to maintenance issues pursuant to section 20 of the Act.
 13. In paragraph 16 of TST-69731-16 / TST-81841-17 / TSL-81928-17-IN2, the Member concludes:

"I am not persuaded that a tenant's choice of forms must, in every case, be definitive. The Board clearly intended that a form T6 be used for section 20 claims, and a form T2 for section 22 claims. However, many tenants do not understand the distinction and, not being legally sophisticated, use the wrong forms. It seems to me that, in appropriate cases, and application brought on a T6 form could be heard under section 22. Likewise, an application brought on a T2 form could be heard under section 20."

14. Prior decisions of the Board are not binding on me, and in this matter the substance of the Tenant's allegations were disclosed in the amendment request that was not served. In these circumstances it would not be reasonable to consider the Tenant's allegations pursuant to section 22 of the Act when filed as a T3 application pursuant to s. 130.
15. As stated in TST-69731-16 / TST-81841-17 / TSL-81928-17-IN2, "The Tenants are bound by their litigation choices.". The Tenant in this matter chose to file a T3 application despite their submissions, testimony, and amendment request all alleging substantial interference.
16. Accordingly, when considering the factors in Rule 15.4, I did not find the Tenant's amendment request was appropriate. To grant the request to amend would have resulted in significant prejudice to the Landlord. The Tenant's request to amend is denied.

Reduction or Discontinuance in Services or Facilities

17. I am not satisfied that "Basic Safety and Security", or "Luxury services as per their advertisements", is a service or facility under the *Residential Tenancies Act, 2006* (the "Act").
18. Services and facilities are defined in section 2 of the Act:

"services and facilities" includes,

(a) furniture, appliances and furnishings,

(b) parking and related facilities,

(c) laundry facilities,

(d) elevator facilities,

(e) common recreational facilities,

(f) garbage facilities and related services,

(g) cleaning and maintenance services,

(h) storage facilities,

(i) intercom systems,

- (j) cable television facilities,
- (k) heating facilities and services,
- (l) air-conditioning facilities,
- (m) utilities and related services, and
- (n) security services and facilities; (“services et installations”)

19. The Tenant submitted that the entire claim is based on “mental considerations”, and described the allegations in the T3 application as relating to her own personal sense of safety and security.
20. The Tenant did not allege that the Landlord reduced or discontinued security services or facilities such as locking mechanisms, controlled entry, security cameras, or security guard services or patrols. Neither the Tenant’s personal sense of safety or security, nor “luxury services”, are a service or facility as defined in s. 2 of the Act.
21. Since the Tenant’s application does not contain an allegation that the Landlord reduced or discontinued a service or facility defined in the Act, the Tenant’s application must be dismissed.

It is ordered that:

1. The Tenant’s application is dismissed.

February 12, 2026
Date Issued

Kyle McGraw
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.