



Order under Section 31 Residential Tenancies Act, 2006

Citation: Norman v Foundation Capital, 2026 ONLTB 14075

Date: 2026-02-12

File Number: LTB-T-071567-25

In the matter of: 5, 100 King Edward Avenue
London ON N5Z3T1

Between: Hannah Joanne Norman Tenant

and

Foundation Capital Landlord

Hannah Joanne Norman (the 'Tenant') applied for an order determining that Foundation Capital (the 'Landlord'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. **(T2 Application)**

The Tenant also applied for an order determining that the Landlord 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)**

An Adjudicative Case Conference ('ACC') was heard by videoconference on February 2, 2026.

Only the Tenant attended the ACC.

As of 11:49am, the Landlord was not present or represented at the ACC although properly served with notice of this ACC by the LTB. There was no record of a request to adjourn the ACC. As a result, the ACC proceeded with only the Tenant's evidence.

Determinations:

1. At the hearing, I had indicated that I would grant the Tenant's application. Upon further reflection, I have come to a different conclusion. My oral ruling to grant the Tenant's application is replaced with my written decision. In accordance with the *Statutory Powers and Procedures Act*, my decision is not final until it's issued in writing.
2. As explained below, the Tenant has not proven the allegations contained in the applications on a balance of probabilities. Therefore, the Tenant's application is dismissed.

3. The Tenant testified that the tenancy commenced on August 12, 2025 and she vacated the rental unit on August 22, 2025. She testified that she notified the Landlord that she could not live there anymore, and she returned on that day to drop the keys off.

T6 Application

4. The Tenant testified that when she moved into the rental unit on August 22, 2025, she discovered numerous disrepair issues. Namely, she found large cracks in the walls and ceilings, scuff marks on the walls, paint peeling on the edges of the windows and the ceiling in the bathroom, a large crack at the bottom of the front door to the unit, and mould in the kitchen and around the windows.
5. She testified that she notified the Landlord the same day of the issues, but the Landlord did not respond to the issues. She testified that on August 22, 2025, she could no longer live in the unit anymore due to its condition, so she returned the keys to the Landlord, moved out, and went to stay in a hotel.
6. The Tenant alleges the Landlord breached section 20(1) of the Act. Section 20(1) of the Act states: 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.
7. In the case *Onyskiw v. CJM Property Management*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
8. The mere fact that there were some disrepair issues in the rental unit does not automatically give rise to a breach of section 20 of the Act. It depends on what steps the Landlord takes once made aware of the issues. It cannot be said that the Landlord breached their obligations under the Act when they responded promptly to the Tenant's complaints, and the issues were addressed without delay.
9. In this case, I find that the Landlord acted reasonably in the circumstances with respect to the reported maintenance concerns. It was the Tenant's testimony that the Landlord sent a contractor to complete repairs on August 24, 2025, only 12 days after she reported the concerns to the Landlord. The issues complained of by the Tenant were not urgent or serious and I find 12 days to hire a contractor to complete repairs is not unreasonable in the circumstances.
10. While there may have been a black substance in small areas of the kitchen and some of the windows due to moisture, the Tenant has not demonstrated that she could not mitigate the issue by simply cleaning the area.
11. For the reasons above, I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act. As such, the Tenant's T6 application is dismissed.

T2 Application

Illegal Entry

12. The Tenant testified that at the commencement of the tenancy, she had reported a number of maintenance issues to the Landlord. She testified that on August 24, 2025, a contractor hired by the Landlord called her and advised her that he was at the unit and asked how they could gain entry to complete repairs.
13. I find that there is insufficient evidence to demonstrate that the Landlord's contractor entered the rental unit without notice. The Tenant was unaware of whether the contractors ever actually entered on that day. Additionally, this incident occurred two days after the Tenant relinquished possession of the rental unit to the Landlord. Therefore, even if this was an illegal entry, the Tenant was not impacted by this incident and no remedy would be awarded in these circumstances.

Maintenance Issues

14. Based on my finding in the T6 Application that the Landlord did not fail to maintain the rental unit in a good state of repair and fit for habitation, I find no substantial interference with the Tenant's reasonable enjoyment in this regard. Accordingly, this portion of the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

February 12, 2026

Date Issued

Candace Aboussafy

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.