



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-032191-25

In the matter of: 1, 6122 HWY 11 N
TARZWELL ON P0K1V0

Between: ESTHER BEACH-WEST Tenant
WAYNE WEST

And

2829528 ONTARIO INC. Landlord

ESTHER BEACH-WEST and WAYNE WEST (the 'Tenant') applied for an order determining that 2829528 ONTARIO INC. (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.
- harassed, obstructed, coerced, threatened, or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on February 3, 2026.

Only the Tenant's legal representative, Letitia Webley, and the Tenants attended the hearing.

As of 12:24 p.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Preliminary issue:

1. At the hearing, the Tenant requested an order determining that the Landlord illegally retained the rent deposit and the interest owing on the deposit and failed to pay compensation equal to one month's rent as required by section 48.1 of the *Residential Tenancies Act, 2006* (the "Act").
2. Relief relating to the return of a rent deposit, payment of interest on a rent deposit, or compensation arising from the service of an N12 notice is properly sought by way of a Tenant Application for a Rebate (T1) pursuant to section 135 of the Act.
3. I considered whether the Tenant's failure to file the correct application form was fatal to the proceeding. In doing so, I was guided by section 212(1) of the Act, which provides that

substantial compliance with the Act respecting the contents of forms, notices, or documents is sufficient.

4. Section 212(2) of the Act further provides that an error in the contents of a form, notice, or document still constitutes substantial compliance, provided the error does not significantly prejudice a party's ability to participate in the proceeding.
5. I was also mindful of section 183 of the Act, which requires the Board to adopt the most expeditious method of determining the questions arising in a proceeding while affording all parties an adequate opportunity to know the issues and be heard.
6. Although the Tenant commenced the proceeding using the incorrect application form, I find that this procedural error did not significantly prejudice the Landlord's ability to participate in the hearing. The pleadings, taken as a whole, were sufficiently clear and detailed to put the Landlord on notice of the issues the Tenant intended to raise and the case to be met.
7. Accordingly, applying the principles of substantial compliance and procedural fairness, and in the interest of efficiency, I proceeded to hear and determine this aspect of the Tenant's claim under section 135 of the Act.

Determinations:

8. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$2,471.33.

Background

9. The Tenant testified that the tenancy commenced on February 1, 2024, and that a written lease agreement was signed on February 5, 2024, for a period of one year. At the start of the tenancy the monthly rent was \$800.00; the Tenant provided the Landlord with a deposit for the last month's rent in this amount. The Tenant testified that they vacated the rental unit on April 1, 2025. A copy of the lease agreement was submitted into evidence.
10. The Tenants seek:
 - Compensation equal to one month's rent arising from the N12 notice;
 - Interest on the last month's rent deposit;
 - Return of the last month's rent deposit in the amount of \$800.00.

One month compensation

11. The Tenant submitted that the Landlord served the Tenants in February 2025 with a Notice to End your Tenancy Because the Landlord, a Purchaser, or a Family Member Requires the Rental Unit (N12). The termination date on the N12 notice was April 8, 2025. The Tenant testified that because of the N12 notice, they vacated the rental unit on April 1, 2025. It was the uncontested testimony of the Tenant that the Landlord did not pay compensation equal to one month's rent as required by section 48.1 of the Act.

12. Under section 48 of the Act, a landlord may terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year.
13. Subsection 48.1 of the Act requires a landlord to compensate a tenant in an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination under section 48.
14. Pursuant to s. 135(1.1) a landlord is deemed to have retained money in contravention of the Act if the landlord is required to compensate a tenant under section 48.1 and fails to do so. As the Landlord failed to pay the Tenants the compensation, an order shall issue requiring the Landlord to pay to the Tenants \$800.00 for compensation owing.

Last month rent deposit and interest on last month's rent deposit

15. The Tenant testified that they paid the Landlord a last month's rent deposit in the amount of \$800.00 on February 1, 2024. In February 2024, the Landlord gave an N12 notice with a termination date of April 8, 2025. The Tenants vacated the rental unit in accordance with their notice on April 1, 2025. The Tenant testified that prior to vacating the unit, they paid the Landlord April's rent.
16. The Tenant submitted that they requested the Landlord return their last months rent deposit to no avail. In addition, on April 2, 2025, the Tenant's legal representative sent an email to the Landlord requesting the return of the last months rent deposit instructing the Landlord to send the amount by e-transfer or certified cheque to her office. To date the Landlord has not returned the deposit. A copy of the email dated April 2, 2025, was submitted into evidence.
17. Pursuant to section 37(3) of the Act, the tenancy terminated on April 8, 2025. That provision states that if a notice of termination is given in accordance with the Act, and the tenant vacates the rental unit in accordance with the notice, the tenancy is terminated on the date set out in the notice.
18. Subsection 106(10) of the Act requires a landlord to apply a rent deposit to payment of the rent for the last rent period before the tenancy terminates. In this case, the Tenant paid rent for the last rent period of April 2025, the Landlord was obligated to return the last month's rent deposit.
19. The Tenant also testified that the Landlord did not pay the Tenant interest on the last month's rent deposit.
20. Pursuant to s. 106(6) of the Act a landlord of a rental unit shall pay interest to a tenant annually on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due.
21. The Act specifies that the Tenant is entitled to interest owing on the last months rent deposit. In this case, the Landlord did not pay the Tenant any interest on the deposit.

22. So, the interest currently owing in this instance is \$23.33 calculated as follows:

- For the period February 1, 2024, to January 31, 2025, $\$800.00 \times 2.5\% = \20.00
- For the period February 1, 2025, to April 8, 2025, $\$800.00 \times 0.025 \times 2/12 = \3.33

23. Therefore, I find that the Landlord shall pay the Tenant \$800.00 for last month's rent deposit and \$23.33 in interest for the last month rent's deposit.

Vital Services, Maintenance, and Reasonable Enjoyment

24. The Tenant testified that the relationship between the parties was strained from the outset of the tenancy and deteriorated throughout its duration, until the Tenants vacated the rental unit on April 1, 2025.

25. At the commencement of the tenancy, the rental unit was heated by an external wood-burning stove. Sometime in August or September 2024, the Landlord disconnected this heat source and replaced it with heat pumps, eliminating all other heat sources except one small electric baseboard heater located in the bedroom area of the rental unit.

26. The Tenants testified that they repeatedly notified the Landlord by text message regarding electrical and heating issues, but the Landlord did not attend to the problems.

27. The Tenants further testified that all utilities were included in the rent pursuant to the lease agreement and were the responsibility of the Landlord.

28. The Tenant testified that loss of heat and hot water happened regularly throughout their tenancy. The Landlord refused to refill the propane tank or filled it to an insufficient level, resulting in repeated service interruptions. The Tenant submitted that they would need to huddle around the one electric baseboard in their bedroom to stay warm. In addition, the Tenant testified that she needed to boil water to wash her dishes and often would need to drive 25 minutes one way to her mother-in-law's home to shower.

29. The Tenant testified that on the following dates they had no heat and/or hot water. The Tenant alleges that she notified the Landlord by text communication or verbally.

- June 17, 2024 – July 2, 2024 (propane tank at critically low level): 16 days
- July 5, 2024 – July 30, 2024 (propane tank empty): 26 days
- September 7, 2024 – September 22, 2024 (no heat and hot water): 16 days
- October 28–29, 2024: 2 days
- December 18, 2024: 1 day
- January 21, 2025 – February 8, 2025: 19 days
- February 26, 2025: 1 day

- March 17, 2025: 1 day

30. Heat and hot water are vital services under section 2(1) of the Act. The Landlord's failure to ensure a consistent supply of these vital services constitutes a breach of sections 20 and 21 of the Act. Therefore, I find that the Landlord withheld or interfered with the Tenant's vital services, and this substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
31. Given the prolonged loss of vital services, repeated failures to maintain the unit, and persistent interference with the Tenants' reasonable enjoyment of the rental unit, I find that a rent abatement is warranted pursuant to section 31(1)(c) of the Act. The abatement reflects 82 days during which the Tenants were without heat and/or hot water, rendering the unit uninhabitable.
32. The Landlord shall pay the Tenants a lump sum rent abatement for 82 days of loss of heat and/or hot water in the amount of \$800.00.

Storage and Garbage Services

33. The Tenants testified that they were permitted at the start of the tenancy to use storage space and dispose of garbage in a rear bin provided by the Landlord. During the hearing, I reviewed the lease agreement, and this was not stipulated in their lease agreement.
34. The Tenant testified that sometime in September 2024, the Landlord revoked access to the storage space. However, in a letter submitted into evidence dated July 2, 2024, the Landlord wrote to the Tenant "Please use a designated and assigned area in the basement for your storage. As a courtesy, we permitted you some temporary outdoor shed usage. However, it is not offered or leased to you for your regular use. If you wish to rent extra space, please get in touch with Shannon."
35. In addition, the Tenant testified that the Landlord refused to remove garbage, requiring the Tenants to transport waste to the dump themselves. The Landlord testified that they did not have to pay anything at the dump but that this was an inconvenience and interfered with their reasonable enjoyment of the rental unit. The Tenant was unable to provide dates when they took the garbage to the dump.
36. Based on the evidence before me, I do not find that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit by revoking access to storage and removal of garbage service. The evidence does not establish that the Landlord agreed to provide these services or facilities to the Tenant either expressly in the written lease agreement, by oral agreement or implicitly through a longstanding pattern of conduct.

Other Maintenance Issues

37. The Tenants testified that there were other issues within the rental unit specifically smoke detectors that were not functioning, ceiling leaked, water pressure lost, and water

was foul smelling. For all these issues the Tenant was unable to provide the date the issue started when they notified the Landlord and what the Landlord did in order to remedy them. Other than alleging these issues existed, the Tenant provided very little testimony or corroborating evidence to show that these items were brought to the Landlord's attention. For example, the Tenant did not file any text messages, emails, or maintenance reports to show that they notified the Landlord that these items needed to be addressed. I am not satisfied that the Landlord had knowledge of these issues and without knowledge of these issues, I cannot reasonably find the Landlord responsible for failing to address them. Therefore, these claims are dismissed.

Harassment

38. The Tenants alleged harassment and intimidating behaviour from the Landlord and his employees but were unable to provide sufficient particulars, including dates or specific conduct, to allow me to make a finding that the conduct rose to the level of harassment. The Tenant submitted that on one occasion the Landlord called the police and informed them that the Tenants were causing damage to the rental unit and had not paid their rent in many months. I find that there is insufficient detail in the Tenant's application to allow the Landlord to know the case being alleged against them. Generally, harassment is understood to be a pattern of vexatious behaviour that the Landlord knew or ought to have known to be most unwelcome. In this case, there was no evidence of a pattern of behaviour, just one general allegation without a date and/or any corroborating evidence, etc.
39. While the Landlord's alleged conduct may have been inappropriate in several respects, the onus rests with the Tenants to establish harassment under section 23 of the Act. The onus is on the Tenant to prove the claims they have made in the T2 application on a balance of probabilities. However, no evidence was produced to show that the Landlord was harassing the Tenants. For example, there was no text communication, emails or police reports associated with these alleged incidents. That onus was not met. As such, I cannot find in favor of the Tenants' T2 claims in the application that the Landlord harassed, coerced, or interfered with the Tenants. Therefore, I find that the Landlord did not harass, obstruct, coerce, threaten, or interfere with the Tenant and the application is dismissed.
40. Accordingly, the harassment claim is dismissed.
41. 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 \$2,471.33. This amount represents:
 - \$823.33 for the last month's rent deposit and interest owing on the last month's rent deposit.
 - \$800.00 for one month compensation
 - \$800.00 for a rent abatement.

- \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 3, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by March 3, 2026, the Landlord will owe interest. This will be simple interest calculated from March 4, 2026, at 4.00% annually on the balance outstanding.
 4. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 20, 2026
Date Issued

Teresa Hunt
Member, Landlord and Tenant Board

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