



Order under Section 31 Residential Tenancies Act, 2006

Citation: Ward v Fuse Property Management, 2026 ONLTB 16156

Date: 2026-02-20

File Number: LTB-T-071979-24

In the matter of: 3, 149 PENETANG STREET
BARRIE ON L4M1V9

Between: Andrew Ward
Suzanne Manning
Richard Gillett
Tenants

And

Fuse Property Management
Landlord

Andrew Ward and Suzanne Manning (the 'Tenants') applied for an order determining that Fuse Property Management (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household (the 'T2 Application'); and
- 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 (the 'T6 Application').

This application was heard by videoconference on February 12, 2026. The Landlord's Agent, Jeff Gilbert ('JG'), and the Tenants, Suzanne Manning ('SM') and Richard Gillett ('RG'), attended the hearing.

Determinations:

1. As explained below, the Tenants proved some of the allegations contained in the applications on a balance of probabilities. Therefore, the Landlord shall compensate the Tenants in accordance with the order below.

T2 Application

2. In summary, the T2 Application alleges that the Landlord, the Landlord's Agent, or the superintendent, substantially interfered with the Tenants' reasonable enjoyment by,

- i. falsely accusing the Tenant, Andrew Ward ('AW'), of urinating on the laundry room floor without first investigating the incident properly;
- ii. falsely accusing AW of causing a clog in the bathroom sink of the rental unit on August 8, 2024 by putting cigarette butts down the drain (the 'First Clog');
- iii. attempting to charge back the Tenants for the costs of the plumbing service for the First Clog by adding the plumbing charges to the Tenants' ledger;
- iv. refusing to arrange for a plumber to attend the rental unit for a subsequent clog that occurred in the kitchen sink on August 13, 2024 (the 'Second Clog') on the basis that the Tenant caused the First Clog and was required to pay the plumbing charges for same.

Tenants' Evidence

3. Both SM and RG testified at the hearing. They are the parents of AW. SM and RG do not use the rental unit as their primary residence and reside elsewhere most of the time. AW is 36 years old and has disabilities, the particulars of which were not disclosed at the hearing.
4. SM testified that in December 2023, that JG sent her and RG an email accusing AW of engaging in 'disgusting behaviour' by urinating on the laundry room floor of the residential complex. SM stated that she and RG went to look at the area that urine was allegedly found and noted that there was leaking from the ceiling that was dripping down onto the floor. In light of this, they believed there was no actual urine found on the floor. In addition, the laundry room is used by other tenants in the residential complex and there are no cameras in the laundry room. Based on this, SM did not understand how JG concluded that it was AW who urinated on the floor if there was in fact urine found on the floor at all. Approximately 8 months later, JG apologized to SM and RG for making the accusation against AW.
5. SM and RG's evidence regarding the First Clog was that in August 2024 the bathroom sink started to back up. Initially, it was draining slowly and then got to a point where it would not drain at all. RG is relatively handy and attempted to unplug the drain but was unsuccessful in doing so and so they contacted JG, who then arranged for a plumber to attend the rental unit and address the clog. It was noted in the plumber's report that cigarette butts were found in the p trap. JG requested reimbursement for the plumbing charges on the basis that AW put cigarette butts down the drain and had admitted to doing so when the plumber was servicing the First Clog. SM and RG rejected the accusation against AW as AW does not smoke cigarettes and denied putting cigarette butts down the bathroom sink when SM and RG asked him. In addition, RG stated that he did not see any cigarette butts in the p trap when he was trying to unclog the sink.
6. SM and RG believed that AW was wrongly accused and stated that the cigarette butts could have come from anywhere in the building as the plumbing in the residential complex is stacked. SM and RG suggested that the plumbing in the rental unit was outdated and stated there were plumbing issues in the unit next door and that the plumbing in that unit was upgraded by the Landlord. However, no plumbing upgrades were done to the rental unit.

7. With respect to the Second Clog, it was the evidence of SM and RG that, on or about August 13 or 14, 2024, the kitchen sink became clogged and was not draining properly. They contacted JG regarding this, but he refused to send someone to address the Second Clog as he believed AW was responsible for the First Clog and the costs of servicing same, which the Tenants had not paid.
8. In light of this, the Tenants contacted a plumbing company and a plumber attended the rental unit on or about August 16, 2024 to address the Second Clog. The plumbing company was known to JG and had serviced other units in the residential complex before. After addressing the Second Clog, the plumber contacted JG and advised that there was nothing to suggest that the Tenants caused the Second Clog. In light of this, JG informed the Tenants that the Landlord would pay the invoice for the Second Clog.

Landlord's Evidence

9. JG is the property manager of the residential complex and testified on behalf of the Landlord.
10. It was JG's evidence that in December 2023 he received a report from a resident that cleans the building that she had to clean urine in the laundry room and that they believed it was AW who had urinated there. JG stated that this was why he emailed SM and RG accusing AW of urinating on the laundry room floor. However, JG acknowledged that he only received the one complaint from the cleaner and did not have any other evidence to go on and so, for this reason, he later apologized to SM and RG for accusing AW.
11. With respect to the clogs, JG stated that prior to the First Clog, that unit 2, which is next to the rental unit, was vacant and underwent significant renovations. During these renovations, a plumbing company was brought in to do some work to the main pipe on February 24, 2024. JG stated that there is a plumbing stack and there is a branch line that flows to the stack and that the branch line for the rental unit and unit 2 is shared. JG stated that the branch line was rodded to the stack and all the way to the city sewer line. During this process roots and non-flushable wipes were found in the sewer line and were cleared. A copy of the invoice for this plumbing work was provided to the Tenants and was tendered as evidence. JG stated that the invoice was provided to the Tenant in an effort to explain why he believed that AW had caused the First Clog as the Tenants were suggesting that the cigarette butts came from elsewhere.
12. JG stated that the same company that did the rodding on February 24, 2024 addressed the First Clog and they noted that there were cigarette butts in the p trap. In addition, JG stated he believed that it was plausible that AW had put cigarette butts down the drain as he received complaints that AW was smoking in the unit.
13. With respect to the Second Clog, JG stated that he did not believe it to be fair that the Landlord would incur additional plumbing costs when it appeared that AW had been putting cigarette butts down the drain. However, after he spoke with the plumber and found out that the Second Clog did not appear to be related to the First Clog or caused by the Tenants, he was agreeable to pay the invoice on behalf of the Landlord.

Analysis

14. In essence, the Tenants found JG's accusations against AW to be offensive and unfounded and, when added together, made the Tenants hesitant to bring forward their complaints for fear of being falsely accused.
15. The issue here is whether the conduct of the Landlord's Agent, JG, rises to the level of substantial interference.
16. With respect to the allegation of urinating on the laundry room floor, I accept that this allegation was brought forward based on a complaint JG received. The fact that he chose to address the allegation with SM and RG after not conducting a more thorough investigation does not establish substantial interference. It is not uncommon for a landlord to bring up an issue or a complaint with a tenant in an effort to get more information about what happened. However, the issue here is the manner in which JG brought the allegation forward as it appeared that JG's mind was already made up that AW had engaged in the act complained of. Moreover, the email was sent with a warning that any further complaints would result in the Landlord going to the Landlord and Tenant Board. In light of this, I find that the JG's conduct substantially interfered with the Tenants' reasonable enjoyment of the rental unit.
17. With respect to the First Clog, based on the evidence provided, I do not find it unreasonable for JG to conclude that the AW put cigarette butts down the drain based on the information that he had. However, I make no finding as to whether AW did so or not. Rather, I say this because, in cases such as these, I must consider whether the responses and actions of the landlord were reasonable in the circumstances. That said, if a landlord believes that a tenant has caused wilful or negligent damage, the landlord must follow the proper legal process and prove their claim for damage as opposed to engaging in self-help remedies such as adding an invoice to the tenant's ledger and deducting the amount from rent payments. Moreover, a landlord cannot download its maintenance obligations on to a tenant until such time the tenant pays the amount the landlord believes they are owed. This is essentially what JG attempted to do by refusing to assist the Tenants with the Second Clog until the invoice from the First Clog was paid. For these reasons, I find that JG's conduct with respect to the First Clog and Second Clog substantially interfered with the Tenants' reasonable enjoyment.

T6 Application

18. The Tenants essentially pleaded the same set of facts and issues under the T6 Application as they did in the T2 Application.
19. There was insufficient evidence provided to suggest that the First Clog and Second Clog were as a result of the Landlord's failure to maintain and repair. The repair of the First Clog was addressed within a reasonable time and reasonable manner. The Second Clog was not addressed in a reasonable time or manner as the Tenants had to arrange the plumber themselves as detailed under the determinations for the T2 Application above. However, the Landlord ultimately paid the invoice for the Second Clog and so there was no cost to

the Tenants. What remains is the conduct of the Landlord's Agent JG, which I find is adequately addressed under the T2 Application.

20. Accordingly, the Tenants' T6 Application is dismissed.

Remedies

21. The Tenants requested a rent abatement in the of 30% per month from August 2024 to the date of the hearing.

22. I do not find the percentage of abatement or length of abatement requested to be appropriate in the circumstances. In this regard, while I find that the conduct complained of substantially interfered with the Tenants' reasonable enjoyment, I do not find the conduct to be egregious and there was no evidence to suggest that the conduct complained of continued beyond August 2024. In addition, there are some mitigating factors. Specifically, JG apologized to the Tenants regarding the laundry room accusation and reversed his position with respect to paying the invoice for the Second Clog and did pay the aforesaid invoice.

23. For these reasons, and based on my experience with similar cases and knowledge of other decisions of the Board, I find that a 20% rent abatement for 1 month to be appropriate in the circumstances, which is calculated as follows: 1 month @ \$1,537.50 x 20% = \$307.50.

24. The Tenants also requested an order that the Landlord stop making false and unsubstantiated accusations. I do not find this remedy to be appropriate in the circumstances as complaints and issues to be addressed by the Landlord should be dealt with on a case-by-case basis. What may be considered to be false and unsubstantiated by the Tenants may very well be considered to be true and substantiated by the Landlord. An example of this would be the findings noted in the plumbing report for the First Clog. The Landlord has an obligation to address conduct complained of and I am not prepared to limit the Landlord's ability to do so. Having said that, the Landlord should take all reasonable steps to investigate complaints and be careful not to jump to conclusions or make accusations. If the Landlord fails to do so the Landlord runs the risk of being involved in further litigation at the Board.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$355.50. This amount represents:
 - \$307.50 for a rent abatement.
 - \$48 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 3, 2026.
3. If the Landlord does not pay the Tenants 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. If the Landlord does not pay the Tenants the full amount owing by March 4, 2026, the Tenants may recover this amount by deducting \$118.50 from the rent each month from April 1, 2026 to June 1, 2026.
5. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 20, 2026
Date Issued

Rachel Gibbons
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.