



Order under Sections 30 and 31 Residential Tenancies Act, 2006

File Number: LTB-T-032191-23

In the matter of: 2, 359 NAGEL AVE
ORLEANS ON K1E1R7

Between: Jaime Riddle Tenant

And

1367141 Ontario Ltd. Landlords
Simon Rinella

Jaime Riddle (the 'Tenant') applied for an order determining that 1367141 Ontario Ltd. ('136'), Frederick Rinella ('FR'), Tuula Rinella ('TR') and Simon Rinella ('SR') (the 'Initially Named Landlords'):

- 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.

The Tenant also applied for an order determining that the Initially Named Landlords 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 Tenant requested that the Board determine whether all of the Initially Named Landlords were properly identified as Landlords. For the reasons set out in this order, I find that only 136 and SR should properly be named as Landlords and the references in this order. The reference to Landlords is a reference to 136 and SR.

The application was the subject of an Adjudicative Case Conference on August 19, 2024. Only the Tenant and the Tenant's representative, R. Stoyani, attended. The Tenant's representative indicated that the Landlord SR was no longer at the address which had been provided for him in the Tenant's application and two of the other Initially Named Landlords, TR and FR, had told her that they were on a cruise and unavailable to attend. By interim order LTB-T-032191-23-IN issued April 7, 2025 the Board permitted the Tenant's representative to effect substituted service by email of the Board's package for the merits hearing to all the then named landlords.

The merits hearing of the application commenced by videoconference on March 27, 2025. Only the Tenant and the Tenant's representative, R. Stoyani, attended the hearing. M. Stooke ('MS') attended a portion of the hearing as a witness for the Tenant. The Tenant's representative

confirmed that she had forwarded the Board's notice of hearing package to SR and 136 at the email address for 136 provided in the lease agreement, an address with which the Tenant had communicated with SR in the past, and to FR and TR at the email address provided by FR. She received confirmation, from an email tracking service, of the first email having been opened. She indicated that the house in which the Tenant's unit was located had been sold after the Tenant vacated and that SR presently had no fixed address. She understood that FR and TR, who are SR's parents, are able to reach SR by email.

The hearing of the application continued to completion by videoconference on November 24, 2025. The Tenant and the Tenant's representative, R. Stoyne, attended the hearing. The Tenant's representative augmented the Board's delivery of notices of hearing by sending the notice of hearing materials to SR and 136 at the email address for 136. She confirmed that the email had been opened on the morning of the hearing roughly an hour before the hearing. T. Curry ('TC') attended a portion of the hearing as a witness for the Tenant.

Determinations:

1. The Tenant's T2 and T6 applications were somewhat lengthy, augmenting the numerous claims with attached exhibits. Discussion during the initial appearance on March 27, 2025 led to my breaking down the Tenant's T2/T6 issues into the following categories:
 - a) Maintenance issues set out at pages 14 – 16 of the T6 application;
 - b) Substantial Interference with Reasonable Enjoyment from the following:
 1. SR leaving some of his personal effects in the unit, limiting the available living space;
 2. Two instances of illegal entry; and
 3. A number of instances of harassment – incidents involving the calling of police during an ESA inspection, an outdoor pool, accusations against TC, and limitation on use of the BBQ;
 - c) Failure to honour a promised rent discount in exchange for painting work; and
 - d) Loss of food resulting from SR disconnecting power for an extended period.
2. The Tenant also sought an order confirming that her tenancy terminated as of August 31, 2022 and sought a determination as to which of the Initially Named Landlords should properly be named in the application and order.
3. The facts were uncontested, except where otherwise indicated, and are as set out in this order. References to exhibits in the 'Application' pertain to the Tenant's T2/T6 application at TOP Doc-1191064.

Background

4. Background facts are as follows:

- a) The unit is a two-bedroom unit on the main floor of a detached house, with a separate unit in the basement;
- b) The Tenant occupied the unit with her child from April 21, 2022 through to August 31, 2022;
- c) Throughout the time the Tenant occupied the unit, the Landlord SR occupied the basement unit;
- d) The Tenant located the unit on Facebook and viewed it virtually with the assistance of SR, then in person on March 17, 2022;
- e) SR told her that he used to live in the unit but now lived in the lower unit;
- f) Monthly rent was \$1,870.00. The Tenant paid a last month's rent deposit in that amount. The term of the lease was fixed for one year, from May 1, 2022 to April 30, 2023 (Refer Exhibit 2 at page 28 of the Application);
- g) The Tenant and SR agreed that the Tenant would take possession on April 21, 2022 and the Tenant paid a prorated amount for that month;
- h) It was clear when the Tenant viewed the unit that work was needed in the unit. SR told the Tenant that all work would be completed either before she took possession on April 21st or shortly thereafter. He also indicated that all his own items would be moved out of the unit before she commenced the tenancy;
- i) When the Tenant moved in she found that the living room still contained SR's piano and a filing cabinet. Those items were never removed through the duration of her tenancy;
- j) The Tenant became sufficiently uncomfortable with SR's behaviour (referenced in the 'substantial interference' section of this order) that she began staying at the home of her boyfriend, TC, from shortly after the first week of July 2022. She decided to vacate the unit as of August 31, 2022; and
- k) The Tenant had fully vacated as of August 31, 2022.

Identification of Landlords

5. The Tenant sought have all of the Initially Named Landlords identified as 'Landlord' in this order. Submissions on this point were raised at the end of the hearing, but I consider it a preliminary issue for the purposes of this order.
6. The Act defines 'landlord' to include the owner of a rental unit or any other person who permits occupancy of a rental unit and to include a person who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent.
7. SR is the owner of the property (Refer Exhibits 12 and 13 at pages 18 and 19 the Application, being a Geowarehouse printout of ownership and the Parcel Register for the property). In his communications with the Tenant during her tenancy SR sometimes referred to some other entity, presumably 136, as the landlord. Regardless of any references he may have made to others, and regardless of whether others may also be classified as a 'landlord' for this tenancy, SR as owner is properly named.
8. The tenancy agreement (Refer Exhibit 14 at page 26 of the Application) identifies 136 as the 'Landlord' and states that rent is payable to 136. Written communications to SR and to 136 were effected through emails using 136's email. I find that 136 falls within the Act's definition of 'landlord'.
9. The other two Initially Named Landlords FR and TR are, with SR, directors of 136 (Refer Exhibit 16 at page 34 of the Application, being the Corporate Profile Report for 136). The Tenant's representative indicated that she understood FR and TR to be the parents of SR. FR is named as President, Secretary and Treasurer of 136.
10. All of the Tenant's complaints in her application concern either or both of SR and 136. She did not refer, in testimony, to any direct involvement in her tenancy by either FR or TR. The Board has the jurisdiction to pierce the corporate veil in situations where such piercing is necessary to protect the interests of tenants, but I find that is not the case with respect to FR or TR. SR and 136 are clearly the key players in the allegations raised by the Tenant. Both are named and I see no justification to pierce the corporate veil of 136 to name either FR or TR.
11. I find that the landlords SR and 136 are properly named as the 'Landlords' in these applications.

Maintenance Issues

12. The Tenant presented an extensive list of deficiencies in the unit, none of which had been properly addressed by the outset of her tenancy, as promised, and a number not addressed by the time she vacated the unit in August. Considerable time was devoted in the hearing to descriptions and status of the many items. A number of the items were primarily cosmetic in nature and I find, from the Tenant's descriptions, that they did not, on an individual basis, sufficiently impact the Tenant's use of the unit to warrant a rental rebate. This order focuses on the items which I consider to be more significant.

13. The Tenant was particularly concerned about exposed wires in a number of electrical outlets which were not properly housed or covered. Her concerns in that regard were corroborated by the findings of an Electrical Safety Authority ('ESA') Inspector, MS. MS conducted an inspection of the unit and set out his concerns in a July 7, 2022 notice addressed to SR (Refer Exhibit 1 at page 60 of the Application, being a Hazardous Investigation Defect Notice). He testified to the following:
- a) MS considered the defects described in his report to pose serious life and/or fire hazards, which were to be corrected by July 21, 2022;
 - b) Two of the junction boxes in the bathroom were missing plates so that live wires were exposed. Their location was within the reach of both a child and an adult, posing a particular risk to the Tenant's child;
 - c) An electrical outlet behind the bed in the Tenant's bedroom was missing a plate so that if a fault occurred it would not be contained. Bedding was pushed up against it, presenting a further risk;
 - d) A loose electrical outlet was not properly secured to the electrical box in the kitchen above the counter. The mere pulling on a plug could dislodge the whole receptacle, exposing live wires and presenting the risk of injury;
 - e) A plug in the kitchen island had no protective covering, exposing the wires to hazardous mechanical damage;
 - f) MS confirmed that the ESA received no response to the July 7th notice. As a result, the ESA issued a disconnection notice to SR, with the disconnection taking effect as of October 12, 2022. MS understood that none of the defects had been addressed as of that time. The Tenant vacated as of August 31, 2022 so I find that none of the issues were dealt with during the Tenant's tenure at the unit;
 - g) MS further confirmed that he visited the house subsequent to its sale to new owners, subsequent to the departure of the Tenant, and that all of the issues have now been addressed. He understood that the items were addressed by the new owners. None of the listed defects had been addressed by the time of the Tenant's departure from the unit at the end of August 2022.
14. Other serious issues concerning the bathroom were the following:
- a) The toilet did not work when the Tenant moved into the unit. The toilet was replaced on May 7, 2022, two weeks after the Tenant moved in, but she and her daughter were compelled to use the toilet in SR's unit for those two weeks. This was a particular concern as SR's bathroom had no proper closing door;
 - b) The faucet in the bathroom sink leaked so that the sink could not be used for the first two weeks of the Tenant's occupancy. This item was fixed May 7, 2022;
 - c) The exhaust fan was not operational. This item was not addressed; and

- d) There was no light in the bathroom of the unit so that the bathroom was always dark at night. The bathroom could only be used at night with the door left open. This item was not addressed.
15. The closet floor in one of the bedrooms needed repair and was not remedied. Similarly, the closet shelving in the other bedroom was broken and the closet door was missing. None of these items were addressed.
16. The Tenant testified that all of the above issues were discussed with SR at the time she moved into the unit. She referred to a document which she described as a deficiencies list (Refer Exhibit 3 at page 50 of the Application). SR provided this list to the Tenant prior to her moving in. A number of the items in the list were vague, and there was no clear explanation as to why some had an 'X' entered beside them and some did not. The Tenant also testified that SR told her, shortly after the ESA notice was issued to him, that the ESA had closed its file on the matter. This allegation was expressly refuted by the ESA inspector MS.
17. I find that it is more likely than not that SR was aware of all of the maintenance issues raised in the Application on or before the commencement of the tenancy on April 21, 2022. With the exception of the toilet and leaking faucet in the bathroom, both of which were fixed on May 7, 2022, all of the items remained outstanding throughout the 4 ¼ months of the tenancy.
18. I find that the Landlord failed to meet maintenance obligations under section 20(1) such that the Tenant is entitled to some rent abatement.
19. The Tenant requested 30% rent abatement for the full 133 days of her tenancy (April 21 to August 31, 2022) for the unresolved deficiencies.
20. I find that the Tenant is entitled to a 10% rent abatement for the 16 days she was without a functioning toilet or bathroom sink, amounting to \$98.36. I find that she is entitled to an additional 10% abatement for the entirety of her 133 day tenancy in compensation for the other issues, particularly the electrical issues. Her concern about the latter is born out by her arranging for the ESA inspection and report, a concern which proved to be justified. She is entitled to a rebate of \$817.68 for these other maintenance issues. Her total rebate for maintenance issues amounts to \$916.04.

Allegations of Substantial Interference with Reasonable Enjoyment

SR's Personal Effects

21. SR undertook to remove all of his personal effects from the unit before the Tenant took occupancy. His piano and a filing cabinet remained in the living room through the duration of her tenancy.
22. The Tenant did not provide any detail about how the presence of these two items impacted her use of the living room, but SR's failure to remove them speaks to a lack of respect for the Tenant's rights to the full space of the unit. This item will factor into my assessment of any rental rebate remedy for interference with reasonable enjoyment.

Other Interference – Police Call at Time of ESA Visit

23. I find the following facts from the uncontroverted testimony of the Tenant's boyfriend, TC, and the ESA Inspector, MS. The testimony from both was consistent:
- a) MS arrived at the house in which the unit is located on July 7, 2022 in response to the Tenant's request for an ESA inspection. The Tenant was away on vacation and arrangements had been made for TC to give MS access to the unit;
 - b) While MS waited outside the house for TC's arrival, SR came out of the house to ask what MS was doing. MS was wearing a hard hat and clothing with ESA identification and his vehicle bore ESA identification. MS told SR that he was responding to a complaint about the unit, that he was there to do an inspection and was waiting for TC to give him access. SR told MS that he was familiar with ESA as he had dealt with ESA in the past;
 - c) SR requested that he attend the inspection with MS. On TC's arrival TC called the Tenant to get her permission for SR to accompany MS. The Tenant denied that permission;
 - d) After MS conducted the inspection, which took roughly 15 minutes, SR indicated that he wanted to talk to MS. MS went first to his van to speak with his supervisor, at which point TC came to the van to tell MS that SR had called the police; and
 - e) MS and TC waited for the police to arrive. The police indicated to them that SR had called the police to report a 'burglary in progress'. On finding that no such event was happening the police officer radioed to call off the other police who were on their way on a rush basis to the house. The matter was sorted out within about 15 minutes and there was no further follow up to SR's complaint.
24. I find that SR's call to the police was clearly unwarranted. TC was known to SR. The combination of TC's presence, TC's call to the Tenant to confirm that SR was not permitted to accompany the ESA inspector, and the ESA inspector's clearly identifiable employment with ESA should have alerted SR to the reason for MS's presence. The motive behind the call to the police is unclear but SR would have known that the call would, at a minimum, inconvenience TC and potentially cause serious problems for the Tenant. The inconvenience proved to have been relatively minor as the police responded quickly and reasonably to the incident, but I consider SR's behaviour in the circumstances to constitute a substantial interference with the Tenant's enjoyment of the unit and of her rights with respect to the unit.

Other Interference – Illegal Entries

25. The Tenant allowed SR into the unit for repairs without prior written notice when she was home, despite the fact that she found the timing of his attendance at the unit inconvenient. He often came in the evenings when she and her daughter wanted to enjoy quiet time in the unit.
26. The Tenant testified to two instances of illegal entry by SR, as follows:
- a) The Application referenced a notice having been provided about an entry for electrical work on July 15, 2022, though the notice did not meet the full timing and content requirements of the Act. The Tenant and TC went that evening to the unit, in the evening, to disassemble the Tenant's daughter's bed to take it with them. At around 10:00 pm SR came to the door of the unit to try to come in to collect his materials and to complete some work. The Tenant told SR that it was too late for him to come in. TC stood in the doorway of the unit, barring SR's entry. SR got angry and a disagreement ensued for about 5 minutes but SR did not come fully into the unit. SR emailed the Tenant later that night (Refer Exhibit 7B at page 67 of the Application) to say that work had been done in the unit that day but not completed as SR had left the unit on the direction of the Tenant (a reference to the 10:00 pm incident). He indicated that he would be returning at 10:30 am the following day to replace the electrical outlet receptacles; and
 - b) The Tenant was staying at the home of TC most of the time throughout August. She returned to the unit alone only to collect some of her possessions. An application installed at the unit showed that Simon entered the unit around noon on August 8th without any notice to the Tenant (Refer Exhibit 8 at page 71 of the Application, being a printout from the application).
27. Both of the July and August events demonstrate a willingness of SR to enter the Tenant's unit without proper prior notice or without the Tenant's consent. The Tenant had allowed SR fairly free access at the early stages of the tenancy but it was clear, from the Tenant's refusal to give him access during the ESA inspection visit and during the July 15, 2022 altercation, that such early permission was no longer operative.
28. I find that SR's attendance at the unit on July 15th, prior to his coming to the door in the evening, his attempt to access the unit that evening and his entry on August 8th all amounted to illegal entries further to the Act.
29. The impact on the Tenant of these events was unclear. The Tenant testified that she had determined by early July, particularly following the ESA inspection incident, that she was uncomfortable staying in the unit on her own. She was seldom at the unit from that point forward. That said, I find that SR's presumption of access to the unit without notice to the Tenant and in her absence should attract some rent rebate and this issue is included in my overall assessment of rent rebate for substantial interference with reasonable enjoyment.

Other Interference – BBQ and Pool

30. The Tenant testified that SR had initially allowed her to use the BBQ which was in the backyard of the house. He withdrew that permission after accusing her, she claims falsely, of failing to turn off the gas following use.
31. While the change of stance with respect to the BBQ would have been annoying, I do not consider it to be behaviour that meets the threshold of substantial interference with reasonable enjoyment.
32. The Tenant testified that she had purchased an inflatable pool for use by her child and other children. She hosted a children's birthday party and notified SR in advance of the plans – including the plan to use the pool. On the day of the party she found that the water to the hose to fill the pool had been shut off from the inside of the house. When she approached SR to turn the water on, SR questioned her about the size of the pool and the quantity of water to be used. He turned the water on after some delay but the Tenant considered that his behaviour had put a pall on the party itself.
33. As with the BBQ, I find that SR's behaviour may have been annoying but did not meet the threshold of substantial interference with reasonable enjoyment.

Other Interference – SR's Allegations Against TC

34. When the Tenant took occupancy of the unit she had been in a relationship but it was a long-distance one. She started seeing TC toward the end of May 2022, shortly after taking occupancy.
35. The Tenant testified that on June 17, 2022, at the request of SR, the Tenant met with SR in his unit. SR accused the Tenant of having TC move into the unit with her and indicated that this was not allowed. SR accused TC of having been 'scoping thing out' in the garage of the house and indicated that he did not want TC to go into the garage. TC had been in the garage, at the request of the Tenant, to retrieve an item belonging to the Tenant.
36. TC testified that SR had approached him on the above occasion. For reasons which were unclear to TD, SR accused TC of taking SR's golf clubs. TC had never been in the garage on any other occasion.
37. It was at this point that the Tenant began to feel uncomfortable with SR and uncomfortable with continuing to live in the unit. SR gave indications that he did not want her to have people over to her unit.
38. I find that SR's attempts to limit TC's attendance at the unit constituted a substantial interference with the Tenant's reasonable enjoyment of the unit.

Painting Discount

39. The rental agreement included a term allowing for a rent discount of up to \$270.00 per month, available for a maximum of three non-consecutive months, excluding the first and final months of the lease. The agreement provided that the Tenant request the discount from property management no less than 10 calendar days before the upcoming rent was due.
40. The rental agreement was signed on behalf of 136 by SR, with the signature name identifying SR as Property Manager/Director.
41. The Tenant testified that SR told her that she would be entitled to claim up to \$270.00 per month in accordance with this clause of the agreement if she were to do painting at the unit. She indicated to him that she wanted to claim the discount for painting. He agreed and offered to supply the paint, but the paint he offered was past its expiry date.
42. In reliance on that conversation and on the clause in the rental agreement, the Tenant proceeded to paint the 2 bedrooms and hallway in the unit. She did not put the request for the discount in writing to either 136 or SR in advance of the June 2022 rent but, instead, deducted \$270.00 from the rent for that month.
43. SR indicated to the Tenant that she could not deduct the \$270.00 without advance permission from 136 to do so. The Tenant repaid the \$270.00 by e-transfer to SR. The agreement did not list any email address or telephone number for 136 so the Tenant informed SR in writing on June 30, 2022 that she had completed the painting of the bedrooms and requested that the discount be applied to her rent for July.
44. SR did not permit the discount. Instead, he texted the Tenant to suggest they discuss the matter in person, to direct that she 'follow the process' and that he expected the rent payment for July on June 30th.
45. The Tenant paid the rent in full for July. She received no discount. The rent for August, her last month in the unit, was paid by way of her last month's rent deposit, without any return of that deposit.
46. I find that the Tenant's notice to SR in June, with her communications about her deduction of the \$270.00 from the rent for that month, amounted to reasonable advance notice of a deduction from the July rent further to the term set out in the rental agreement.
47. The rental agreement clearly exempted any claim for discount from rent for the last month of the tenancy, which I find (as set out below) to have been August 2022.
48. I find that the Tenant is entitled to a \$270.00 payment for the painting discount properly owing by the Landlord for the month of July 2022.

Claim for Spoiled Food

49. The Tenant went to the unit one day in mid-August and found that SR had disconnected the power to the unit. She did not know whether the power was also off in SR's unit but the power to her unit had apparently been off for some time, as the refrigerator had no power and the food inside was spoiled.
50. The Tenant claimed \$250.00 in compensation for the food. No details of the food or cost were provided during the hearing but I consider \$150.00 to be a reasonable compensation amount. The Tenant acknowledged that she was not staying in the unit by August so it is reasonable to presume, as I do, that the amount of food in the refrigerator at that point was limited.

Termination of the Tenancy as of August 31, 2022

51. By mid-June 2022, when SR voiced his objections to the presence of TC at the unit, the Tenant was becoming uncomfortable with SR's behaviour. His irrational and/or aggressive behaviour in calling the police on July 7, 2022 increased her discomfort, as did the incident during the evening of July 15th.
52. The Tenant requested that the Board order the tenancy to be terminated as of August 31, 2022. The issue was not expressly addressed in testimony during the hearing, except that the Tenant testified that she had paid rent through July 2022, that she understood that the last month's rent deposit would be applied to the rent for August 2022 and that she vacated the unit by August 31, 2022.
53. The Tenant gave no testimony about any notification made to the Landlord about her intention to terminate the tenancy. The only reference to a notification was included only in the allegations set out in the Application. The Application stated, at paragraph 60, that the Tenant served the Landlord at the end of July 2022 with an N9 Notice to end her tenancy at the earliest available date, August 31, 2022. No such notice was adduced in evidence and, in any event, the notice would not have conformed with the requirements of the Act. The tenancy agreement was for a one year term, ending April 30, 2023. The earliest available termination date for the Tenant would have been April 30, 2023.
54. There was, however, no indication that the Landlords objected to the Tenant's notification of her intention to terminate as of August 31, 2022. There was no indication that the Landlords sought rent for any period after August 31, 2022. I find, therefore, that it is more likely than not that the Landlords agreed to the termination as of that date and an order will issue terminating the tenancy on that date.

Remedies

55. The Tenant sought the following remedies:

- a) \$2,453.05, being a 30% rent abatement over the 133 days duration of her tenancy, for the Landlords' failure to meet maintenance and repair obligations;
- b) \$1,870.00, being a 25% rent abatement over the four full months of her tenancy, for the two illegal entries on July 15, 2022 and August 8, 2022 and other instances of substantial interference with reasonable enjoyment;
- c) \$540.00, being recovery of two months rent discounts associated with the painting of the unit;
- d) \$250.00, being compensation for lost groceries;
- e) \$2,000.00 by way of administrative fine; and
- f) \$48.00 for the Tenant's application filing fee.

Abatement for Failure to Meet Maintenance Obligations

56. My determinations for an award of \$916.01 for the Landlords' failure to meet repair and maintenance obligations are set out at paragraph 20 above.

Interference with Reasonable Enjoyment

57. The Tenant's claim for \$1,870.00 is based in part on the fact that she chose, for the most part, not to live in the unit from prior to July 15, 2022 forward due to the actions of the Landlord SR.

58. While I have found that the Landlords' actions with respect to the ESA investigation incident, failure to remove personal effects, illegal entries and issues with TC constituted serious interference with reasonable enjoyment, I do not accept that the Tenant's decision to not reside in the unit through to the end of August was reasonably attributable to those actions.

59. That said, I find that some compensation to the Tenant is warranted for the problem behaviours, and I consider a rent rebate in the amount of \$516.43, being 15% for the 56 day period from July 7, 2022 through August 31, 2022 to be reasonable in the circumstances.

Paint Discount

60. The reasons for my award of \$270.00 for this item are set out in paragraphs 44 to 47 above.

Lost Groceries

61. The reasons for my award of \$150.00 for this item are set out in paragraph 49 above.

Administrative Fine

62. As set out in the Board's Interpretation Guideline 16, an administrative fine is a remedy to be used by the Board to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future. It is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence.

63. While I have found that some of the Landlords' actions constituted breaches of the Landlords' obligations under the Act, I consider that the imposition of the rent rebates and other compensation set out in this order will effect sufficient deterrence against future actions by the Landlords. The request for imposition of an administrative fine is not granted.

It is ordered that:

1. The tenancy between the Tenant and the Landlords is terminated as of August 31, 2022.
2. The Landlords shall pay the Tenant \$1,960.47, representing:
 - \$916.04 for failure to meet repair and maintenance obligations;
 - \$576.43 for substantial interference with reasonable enjoyment;
 - \$270.00 for painting rent discount;
 - \$150.00 for lost groceries; and
 - \$48.00 application filing fee.
3. The Landlords shall pay the Tenant the full amount owing by March 6, 2026.
4. If the Landlords do not pay the Tenant the full amount owing by March 6, 2026, the Landlords will owe interest. This will be simple interest calculated from at 4.00% annually on the balance outstanding.

February 23, 2026

Date Issued

Lynn Mitchell

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.