



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-T-035912-24/LTB-T-083846-24-RV

In the matter of: 515 SIDNEY ST
Frankford ON K8P4A4

Between: Bonnie Horner Tenant
Christopher Partridge

And

Tobiasz Kobielski Landlord

Review Order

The capitalized words "Landlord" and "Tenant" refer to all parties identified as each at the top of the order.

Bonnie Horner and Christopher Partridge (the 'Tenant') applied for an order determining that Tobiasz Kobielski (the 'Landlord') :

- entered the rental unit illegally. (T2 application)
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- 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.
- 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)
- a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex. (T3 application)

These applications were resolved by order LTB-T-035912-24/LTB-T-083846-24 issued on November 5, 2025.

On December 4, 2025, the Landlord, the requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 17, 2025, interim order LTB-T-035912-24-RV-IN was issued, staying the order issued on November 5, 2025.

The review was heard by videoconference on January 21, 2026.

The Landlord, the Tenant, and the Tenant's Legal Representative Deanna Michelle Veinott, attended the hearing.

Determinations:

1. The hearing order partially granted the Tenant's applications; the Landlord was ordered to pay \$6,741.43 to the Tenant by November 30, 2025. All parties attended the hearing.
2. The Landlord submitted the review should be granted and the matter sent back to a hearing based on the following serious errors:
 - The basement door was treated as an entrance door, as such it was given too much weight. Plus, the Landlord's email correspondence with Tenant about the basement was not sufficiently considered and should have been given more weight. Not properly considering these, affects the reasonableness of the remedy awarded.
 - The member made an unreasonable finding with respect to removal of service for the deck/sliding door/backyard. Although he agrees the Tenant was unable to access the backyard, it was not done on purpose; he had to interfere because the city ordered him to do repairs by a specified deadline, and they suggested securing the patio door to negate injuries.
 - It is also an unreasonable finding that the Tenant had to vacate the unit; this is not so, they vacated April 2025.
3. The Tenant's Legal Representative submitted that the Landlord disagrees with the order/amount ordered to pay, is not reason to grant a review; there must be a serious error, which there is not. Further, that the Landlord did not purposely mean to interfere with the Tenant with respect of securing the patio door and access to deck/backyard, is irrelevant; securing the door interfered with the Tenant's reasonable enjoyment. As to findings and remedies, the member is very detailed as to how decisions in both respects are arrived at; everything was considered, some things were dismissed and others granted. The Landlord's review request should be dismissed.
4. The Landlord responded all are serious error: there was clear email evidence of correspondence with the Tenant that should have been given more weight; paragraph 45 is wrong, the Tenant did not vacate; and the Tenant was made aware of the city's requirements which was not given enough weight. The review should be granted.
5. Based on the testimony before me and the submissions made in the request, I am not satisfied that there is a serious error in the order.
6. In respect of the basement door, the email correspondence is referenced at paragraph 24 of the order, therefore, it was reasonably considered. Although paragraph 26 references section 24 of the *Residential Tenancies Act, 2006* (the 'Act'), which applies to a door giving entry to a rental unit or residential complex, at paragraph 27, the member finds there had been an agreement regarding use of the basement and concludes the Landlord's decision to lock them out was a breach of the Act. Awarding the Tenant a 5% abatement for being locked out of the basement is not unreasonable. Although not an entry door, the Tenant was denied access to the basement when this door was locked and was entitled to remedy; the locking of the basement door is on the T2 application and can be awarded

under substantial interference with reasonable enjoyment. As such, it is irrelevant that only section 24 of the Act was referenced at this point in the order; the outcome of the order does not change.

7. As to the removal of service(s) being the result of an order by the city, that it was not done purposely to interfere, the act itself substantially interfered with the Tenant's reasonable enjoyment. In *Offredi v. 751768 Ontario Ltd.*, [1994] O.J. No. 1204 (Ont. Div. Ct.), the reasonableness of the landlord's conduct is irrelevant to liability for substantial interference with reasonable enjoyment. Although the facts of *Offredi* are regarding an unavoidable state of disrepair while the landlord is conducting necessary repairs, this does not alter the determination that the landlord's 'intent' is irrelevant to a finding of substantial interference. When O. Reg. 516/06 s. 8 came into force, rent limitations were established for substantial interference of a tenant's reasonable enjoyment by the landlord when carrying out certain work, when prescribed circumstances apply; this has no effect on intent being irrelevant for a finding of substantial interference by a landlord. The calculation of remedy for the sliding door being permanently secured is explained in detail in paragraphs 38 through 43 of the order. At paragraphs 44 and 45 the applicable periods for abatement are set out, respectively, as October 1, 23 to September 30, 2024, and October 1, 2024 to April 30, 2025. The Tenant is awarded an abatement of 10% per month, which is not unreasonable; at paragraph 36, the member states "the Landlord permanently locked the sliding door leading to the deck in the backyard of the rental unit, thereby preventing the use of a facility, the deck". Interpretation Guideline 8 says awarding remedies involves "an exercise of the hearing Member's discretion and are entitled to deference. The LTB will not exercise its discretion to review these types of decisions where the result is within the range of reasonable, acceptable outcomes. TSL-62420-15-RV (Re), 2015 CanLII 67891(ON LTB)".
8. The Landlord indicated that the Tenant vacated April 2025, paragraph 2 of the order says the Tenant vacated the rental unit April 30, 2025, therefore, there is no error. Paragraph 45 of the order, regarding the applicable remedy period, says "for the period from October 1, 2024, to April 30, 2024, when the Tenants vacated the rental unit"; the end-date, when the Tenant vacated, is accurate, as such, there is no error.
9. For all these reasons, the Landlord's request for review is denied.

It is ordered that:

1. The request to review order LTB-T-035912-24 issued on is denied. The order is confirmed and remains unchanged.
2. The interim order issued on is cancelled. The stay of order LTB-T-035912-24 is lifted immediately.

February 25, 2026
Date Issued

 Diane Wade
 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.