



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

Citation: Neufeld v Amiraco Properties Inc., 2026 ONLTB 17449

Date: 2026-02-25

File Number: LTB-T-034827-22-RV

In the matter of: 607, 475 BRUCE AVE
WINDSOR ON N9A6W9

Between: Cordelle Scott Neufeld Tenant
Michael Thomas Neufeld

And

Amiraco Properties Inc. Landlord

Review Order

Cordelle Scott Neufeld and Michael Thomas Neufeld (the 'Tenant') applied for an order determining that Amiraco Properties Inc. (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.

This application was resolved by order LTB-T-034827-22, LTB-T-043002-23 & LTB-L-020140-25 issued on January 23, 2026 and amended on February 25, 2026.

On February 20, 2026, the Landlord requested a review of that part of the order as it relates to LTB-T-034824-22.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The original order is a combined order of LTB-T-034827-22, LTB-T-043002-23 & LTB-L-020140-25 issued February 24, 2026. LTB-L-020140-25 has been withdrawn by the Landlord as permitted in the interim decision set out in that order, and LTB-T-043002-23 was finally dismissed.
2. The Landlord filed this request for review only of that final part of the order dealing with LTB-T-034824-22, the Tenant's T6 maintenance application.

Inconsistent Abatements

3. The Landlord submits in their review request that Vice Chair erred in stating inconsistent abatements awarded for the windows. The clerical error giving rise to the Landlord's

request for review was amended on February 25, 2026 and therefore that issue is moot and not considered here.

Global Issue

4. The Landlord submits the Vice Chair err by stating the windows and patio doors were a 'global issue' and that by doing so holds the Landlord continually liable for the patio doors.
5. The Vice Chair, referencing the previous order, finds no reason to provide a breakdown in this order, because the previous Member also did not provide a breakdown, and in my view there was no error by doing so. I say this because the Vice Chair clearly was describing and referencing in paragraph 5 and 7 what was ordered previously in order SWL-43874-20 issued April 12, 2022.
6. The Vice Chair's finding that the ongoing non-repair of just the windows is still deserving of 5% is reasonable and entitled to difference. It is clear the patio doors were not included in that remedy. At paragraph 32 the Vice Chair chose to continue a 5% abatement for just the windows. In paragraph 33, the Vice Chair discusses the requirement to replace just the windows and further explains the graduated increase in abatement if that work is not done. In paragraph 34, the Vice Chair clearly identifies the remedy of abatement for windows only. Therefore, despite the fact that Vice Chair Shea referred to the previous order's characterization of 'windows and patio door' as 'global', it is clear the application of 5% from March 2022 to April 30, 2026 meant to apply to the windows alone.
7. It is within the scope of reasonable remedies based on the evidence presented that the appropriate remedy for the extended non-repair is still 5% as a starting point. The order sets out sufficiently detailed reasons for the conclusions made about the delay in repairing the windows and establishes a reasonable basis for those determinations. Reasonable determinations will not be interfered with on review.

Kitchen Remedy and Refusal of Entry

8. The Landlord submits that the Vice Chair did not consider the impact of denial of entry by the Tenants on the Landlord's ability to comply with kitchen repairs.
9. Except for paragraph 13 which discusses denial of entry in the context of windows, there is no reference in the order to entry denial. It was an error for the Vice Chair not to provide reasons for not being satisfied there was entry denial regarding kitchen repair.
10. However, having reviewed the hearing recording and reviewing the record I have concluded the Landlord did not provide sufficient evidence of denial of entry for kitchen repairs and therefore the error does not materially affect the outcome of the order.
11. The Landlord's reference in their review request to the January 22, 2024 entry notice and letter by the Tenants is not relevant. The notice is not for kitchen repair and the letter

from the Tenants does not in fact deny entry. It was not an error therefore to omit reference to it in the final order.

12. The Landlord's evidence at the hearing regarding denial of entry for kitchen repair is limited to June 2, 2023, February 27, 2024 and March 4, 2024. There was oral testimony that the June 2, 2023 entry to re-measure the kitchen was denied. The Landlord needed to remeasure because the Landlord had lost access to the original measurements from several months before. No notice of entry document was produced to support the reason for entry. The two last notices of entry were for 'kitchen maintenance', but there was no evidence that these entries were denied. I also note the Landlord did not purchase cabinets for replacement until February 14, 2024. The kitchen work was completed by April 1, 2024.
13. It is clear from the hearing recording and the Landlord's evidence regarding entry refusal was insufficient to either impact the finding that the Landlord breached their obligations, or to affect the remedy granted.
14. Although it was an error not to provide more detailed reasons about denial of entry for kitchen maintenance, it had no effect on the outcome of the order because there was insufficient evidence to make the determination that the Tenant's denial of entry impacted the Landlord's ability to replace the kitchen.
15. The remedy ordered for kitchen repair is within the discretion of the Vice Chair who heard all of the evidence and submissions from both sides at the hearing. There was a reasonable basis for the Vice Chair's decision to award a 15% rent abatement and that remedy was in the scope of reasonable remedies given the two year delay replacing the kitchen. Reasonable exercise of discretion will not be interfered with on review.
16. The Landlord also submits in their review request that the Tenant unnecessarily prolonged the proceedings by raising irrelevant issues and filing unnecessary documents. Although the Landlord raises this in their review request as it relates to the kitchen repairs, the Landlord properly does not claim that the Vice Chair's findings as it relates to the Tenant's lack of preparedness are a serious error that should generate a reduction in remedy. I note at paragraph 37 that the Vice Chair properly addressed the raising of irrelevant issues and filing of unnecessary documents and found the Tenant not entitled to their costs for filing the application. That was, in my view, a reasonable determination and exercise of discretion.
17. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

It is ordered that:

1. The request to review order LTB-T-034827-22 issued on February 24, 2026 is denied. The order is confirmed and remains unchanged.

February 25, 2026
Date Issued

Julie Broderick
Vice Chair, Landlord and Tenant Board

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