



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-050925-24

In the matter of: 214, 860 VICTORY ST
LASALLE ON N9J1W1

Between: Puri Properties Ltd. Landlord

And

Jessica Campbell Tenant

Puri Properties Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Campbell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 12, 2025.

The Landlord's Legal Representative Cameron Parrott and the Tenant attended the hearing.

At the hearing the Tenant raised the following issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act') air conditioning charges and related communications, bathtub and refrigerator repair,

Procedural History:

1. The application was adjourned from July 17, 2025, to allow the Tenant to organize her disclosure.

Preliminary Issues:

1. Mr. Parrott raised the issue regarding the one-year limitation under section 29, of the 'Act'. The Landlord applied to the Board on June 26, 2024, the Board should only consider issues occurring on or after June 25, 2023.
2. The Tenant alleged an incident in the laundry room involving the Landlord or his agent that occurred on November 11, 2022, where the Tenant had been startled in a dark laundry room at night.
3. Ms. Campbell confirmed this incident took place in November 2022, which is outside the one-year limitation.
4. I advised Ms. Campbell the Board is statute-barred and cannot form the basis of relief under section 29 of the 'Act'. I did not consider this incident of November 2022.

5. The Tenant further alleged that following the 2022 incident, the Landlord or his agent frequently accessed the laundry room late at night throughout 2023 and 2024, which caused her ongoing fear and discomfort.
6. The Tenant acknowledged that she could not provide specific dates, times, or independent evidence of incidents occurring within the limitation period, explaining that she felt unsafe documenting the conduct and wished to avoid confrontation.
7. I explained to the Tenant that where an allegation is framed as ongoing interference, the Tenant bears the burden of proving, on a balance of probabilities, that conduct occurred within the limitation period and that it substantially interfered with reasonable enjoyment.
8. I further explained that generalized assertions, without specific incidents within the allowable time frame, are insufficient to meet this burden.
9. The Tenant did not provide sufficient evidence of specific incidents occurring on or after June 25, 2023, nor did she establish a pattern of conduct within the limitation period that would amount to substantial interference with reasonable enjoyment or privacy under section 22 of the RTA. Therefore, the lawn mowing evidence is outside the limitation and the remaining allegations lack sufficient particulars to allow the Landlord to know the case to meet.

Determinations:

2. At the hearing, the Landlord sought to withdraw the application and I consented to the request.
3. The application having been withdrawn, the LTB's file is closed.

Section 82 issues:

Air Conditioning Charges and Related Communications

4. The Tenant began their section 82 issues alleging that the Landlord or his agent demanded payment of air conditioning charges not provided for in the lease, posted notices in common areas demanding such charges, and linked maintenance services to payment of those charges.
5. The Tenant testified that air conditioning charges were posted repeatedly over multiple summers.
6. Ms. Campbell submitted photographs showing posting dated 2002, 2023, and 2024. She submitted text message exchange in which maintenance was allegedly refused unless air conditioning charges were.
7. She contends that the lease does not contain any provisions requiring payment of an air condition fee.

8. The Landlord's witness Mr. Kulik testified that the \$200.00 air conditioning charge was not written the Tenant's lease. This charge originated as a verbal practice carried over from a prior owner.
9. Mr. Kulik stated that existing tenants, including the Tenant, were never provided a written lease amendment authorizing the charge. Lastly, new tenants now have air conditioning charges expressly written into their lease to avoid future disputes.
10. He testified that the notices regarding potential charges were informal and not enforceable.
11. I turn to section 134 of the *Residential Tenancies Act* which states:

Additional charges prohibited

134 (1) Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit,

(a) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable;

(b) require or attempt to require a tenant or prospective tenant to pay any consideration for goods or services as a condition for granting the tenancy or continuing to permit occupancy of a rental unit if that consideration is in addition to the rent the tenant is lawfully required to pay to the landlord; or

(c) rent any portion of the rental unit for a rent which, together with all other rents payable for all other portions of the rental unit, is a sum that is greater than the rent the landlord may lawfully charge for the rental unit. 2006, c. 17, s. 134 (1); 2017, c. 13, s. 24 (1).

12. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord breached section 134 of the Act. Notices referred to potential charges, but there is no evidence the Tenant was required to or did pay such amounts. None of these notices had been directed to the Tenant nor was their evidence presented by the Tenant suggesting the Landlord contact her directly about these charges. However, I find the Landlord is not authorized by the Tenancy agreement or the RTA to make demands or collect money and will be ordered to stop demanding such charges.

Issue #2 - Bathtub and Refrigerator repair

13. The Tenant testified that the refrigerator and bathtub were malfunctioning for extended periods of time.
14. The Tenant submitted text message correspondence between herself and the Landlord's agent, John Kulik, relating to maintenance issues in the rental unit, including a bathtub repair.
15. The Landlord testified that all maintenance requests were promptly addressed, repaired or replaced were completed.

16. The Landlord submitted repair invoices and services records and photographs confirming appliance replacement.
17. Mr. Kulik testified that the Tenant's refrigerator had been replaced multiple times over the years due to mechanical failures, including compressor failures.
18. Mr. Kulik testified that the bathtub glaze had worn over time but took the position that reglazing was not yet necessary, and that reglazing is typically performed between tenancies due to fumes and health concerns.
19. Before the hearing completed the parties agreed to the following:
 - A professionally installed permanent bathmat would be installed.
 - The installation of this mat confirmed by Mr. Kulik would occur by October 12, 2025.
 - Parties agreed that 24-hour text notice would be accepted for this limited purpose.
20. I issued an endorsement on January 5, 2026, asking for an update about communication about the installation of the bathtub mat.
21. The Landlord's Legal Representative Mr. Parrott indicated that the bathtub mat was not received in time by the Landlord, resulting in them having to hire an alternate contractor. The resurfacing of the bathtub was completed on December 16, 2025.
22. It was also discovered that the Tenant has vacated the rental unit on or about November 30, 2025.
23. The Tenant Ms. Campbell provided post hearing submissions about security cameras being installed shortly after the hearing date. Since this issue was not part of the pleadings nor did I permit any post hearing submissions, this issue is not considered in my final determination of this order.
24. Ms. Campbell acknowledges she has vacated the rental unit but did not provide a date. Based on the submissions by the parties, the tenancy between the Landlord and Tenant is terminated. I find it appropriate that the termination date be November 30, 2025, given this was the only submission provided by the Landlord.
25. Based on the evidence before me, I am not satisfied on a balance of probabilities that the Landlord breached section 20 of the Act. The Landlord presented corroborated evidence by invoice and service records. It appeared the Tenant wanted a brand-new refrigerator not refurbished. There is provision in the Residential Tenancies Act that requires the Landlord to provide Tenants with a brand new 2024 refrigerator.
26. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord failed to install the bathtub mat by the agreed date of October 12, 2025. I was the Mr. Kulik who advised the Board that the mat could be installed within 30 days of the last hearing date. The evidence provided suggests the mat was installed on December 16, 2025. Although, the Landlord texted the Tenant on October 6, 2025, advising her that the

mat was sent back to the United States, there was no evidence provided from the Landlord why it took over 2 months to find an alternate contractor to complete the installation. I find that the delay is unreasonable without explanation. I find it appropriate in the circumstances the Tenant was without the bathmat from October 6, 2025, to the date she vacated on November 30, 2025, a total of 55 days at 5% of a rent abatement, totalling \$52.90.

It is ordered that:

1. The Tenancy between the Landlord and Tenant was terminated on November 30, 2025.
2. The Landlord shall pay the Tenant \$52.90, in rent abatement for 55 days for loss of enjoyment of proper bathmat.
3. If the Landlord does not pay the Tenant the full amount owing on or before March 15, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 16, 2026, at 4.00% annually on the balance outstanding.
4. The Landlord shall immediately cease charging or demanding any air-conditioning fee from Tenants unless authorized by the tenancy agreement or a Board Order.

March 4, 2026
Date Issued

Anthony Bruno
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.