



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-067713-24

In the matter of: 35, 2 Abbot Street
St. Catharines Ontario L2P2G3

Between: Susan Molnar Tenant

And

Shabri Properties Limited Landlord
John Ranenda

Susan Molnar (the 'Tenant') applied for an order determining that Shabri Properties Limited and John Ranenda (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on January 7, 2026.

The Tenant, the Landlord's legal representative, Judith Calender and the Landlord agent, Heather Lindsay attended the hearing.

Determinations:

1. The Tenant filed the T2 application with the Board on August 14, 2024 with allegations the Landlord has substantially interfered with the reasonable enjoyment of the rental unit by withholding rent receipts the Tenant requested the Landlord issue.
2. The position of the Tenant is she is self employed and requires rent receipts in order to file her taxes.
3. The Tenant stated that a prior Board order was issued finding the Landlord in breach of their maintenance obligations regarding a faulty fridge in the rental unit.
4. The order states at paragraph 2. of **It is ordered that:**
 2. *If the Landlords do not replace the refrigerator by January 31, 2023, the Tenant is authorized to purchase a replacement to a maximum cost of \$1,000.00 and may recover the cost of the replacement by deducting a maximum of \$200.00 per month*

from the rent paid in the six months after the repair or replacement is done until there is no longer any money owing.

5. The Tenant stated that the Landlord has issued rent receipts for the amount minus the amount she deducted to pay for the replacement fridge.
6. The Tenant is requesting the Board order the Landlord to issue her rent receipts for the 2023 year in full including the \$1,000.00 she paid for the replacement fridge.
7. The Landlord's legal representative stated that the Tenant also claimed the delivery charge of the new fridge which exceeded the \$1,000.00 maximum issued in the prior T6 order.
8. The position of the Landlord is the Landlord has complied with the Tenant's request and issued rent receipts for the full rent amount she has paid to the Landlord as rent.
9. The Landlord's legal representative stated the fridge cost is not considered part of her rent and the receipts the Landlord has issues take that into account and requested the application be dismissed.

The Act and Analysis

10. The *Residential Tenancies Act*, 2006 (the "Act") defines rent as:

"rent" includes **the amount of any consideration paid or given** or required to be paid or given by or on behalf of a tenant to a landlord or the landlord's agent for the right to occupy a rental unit and for any services and facilities and any privilege, accommodation or thing that the landlord provides for the tenant in respect of the occupancy of the rental unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing,

[emphasis added]

11. With the totality of the evidence and submissions before me and on a balance of probabilities I find that the Tenant's purchase of the fridge and deduction of that cost off her rent meets the definition of rent under the Act.
12. Since rent can include "any consideration" in this case the Tenant's purchase of the fridge meets the definition of rent.
13. Therefore, I find that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by withholding rent receipts in full for the Tenant's 2023 year.

Remedies

14. The Tenant requested to withdraw the remedy she was seeking under Remedy 8 submission in the application.
15. The Landlord's legal representative did not object to the Tenant's request.
16. Therefore, the Tenant's Remedy 8 will be dismissed as withdrawn.
17. The Tenant also seeks \$2,000.00 for what she indicates in part as "...Frequently violating the lease agreement ignoring emails and refusing to provide me with my annual interest check without a great deal of hardship,...".
18. The Tenant also makes mention in the remedy the Landlord refused to fix a leak in the bathroom however this claim is not indicated in the Tenant's "reason" section of the application.
19. I find the Tenant has led with insufficient evidence to justify how the request for rent abatement relates to the claims in the Tenant's application regarding the Landlord withholding the 2023 rent receipts.
20. Therefore, this remedy is dismissed.
21. The Tenant also requested the Board issue an order under Remedy 2, for the Landlord to cease the conduct, and provide her with her 2023 rent receipts in full including the \$1,000.00 she paid for the replacement fridge.
22. I find it appropriate to grant the Tenant's request for the Landlord to provide the Tenant with her full rent receipts, including the amount \$1,000.00 paid for fridge for her 2023 rent period.
23. I am exercising my discretion under section 31(f) of the Act and ordering the Landlord to comply with the remedy above, to provide the Tenant with her 2023 rent receipts by May 31, 2026 failing which the Tenant is entitled to deduct 15% of her lawful monthly rent as of June 1, 2026 until the Landlord complies with the order, as set out below.
24. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Landlord shall provide the Tenant with a copy of her 2023 rent receipts for rent paid by the Tenant inclusive of the \$1,000.00 she paid for the replacement fridge in the rental unit.
2. The Landlord shall provide the 2023 rent receipts to the Tenant on or before May 31, 2026.
3. The Landlord shall also pay to the Tenants \$53.00 for the cost of filing the application.

4. If the Landlord does not provide the Tenant with her 2023 rent receipts on or before May 31, 2026, the Tenant is entitled to deduct \$100.00 from her lawful rent starting on June 1, 2026 until the Landlord complies with this order.
5. If the Landlord does not pay the Tenant the full amount owing by March 17, 2026, the Landlord will owe interest. This will be simple interest calculated from March 18, 2026 at 4.00% annually on the balance outstanding.

March 10, 2026
Date Issued

Greg Brocanier
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.