



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-070033-25

In the matter of: 202, 551 HALE ST
LONDON ON N5W 1H1

Between: Penny Drake Tenant

snd

Malcom Miller
Able Property Management Landlord

Penny Drake (the 'Tenant') applied for an order determining that Malcom Miller and Able Property Management (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.

This application came before me for a mandatory adjudicative case conference in videoconference 144 on March 3, 2026.

Only the Tenant attended the case conference. As of 12:46 pm, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. The Tenant's uncontested evidence proves on a balance of probabilities that the Landlord unreasonably withheld the supply of heat during the winter of 2024-2025 and the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit by failing to respond adequately to a fire that occurred in the residential complex in December 2024.
2. The remainder of the Tenant's claims that sound in disrepair are dismissed because they are not properly particularized and therefore does not allow the Landlord to understand the nature of the claims nor the Board to determine it has jurisdiction to hear them. The Tenant remains at liberty to raise those concerns in a properly pleaded application under

section 20 of the *Residential Tenancies Act, 2006* (the 'Act'), subject to the one-year limitation period.

3. The Tenant is entitled to those remedies she can prove on a balance of probabilities related to the two breaches that have been proven on a balance of probabilities.
4. The Tenant's uncontested evidence proves on a balance of probabilities that following the fire of December 2024, she was forced to relocate to temporary accommodations for two nights and to pay for cleaning of the rental unit incurring out-of-pocket expenses of \$336.00 and \$105.00 respectively. Those amounts will be awarded because I find them to be fair and reasonable compensation.
5. The Tenant will be also be awarded an abatement of \$1,100.00 representing approximately 15% of the rent paid the period September 1, 2024 to June 15, 2025 which is when supply of heat is required by legislation. I find that quantum to be fair and reasonable compensation in light of the evidence of severity and impact of Landlord's failure to reasonably supply a vital service.
6. The remainder of the Tenant's remedies must be denied I find there are was insufficient evidence presented to prove them on a balance of probabilities. Specifically, I do not accept the Tenant's evidence that the condition of the rental unit forced her to vacate in December 2025 because the Tenant testified the condition of the rental unit was the same for the entire eight years of this tenancy. The timing of this application and the Tenant's decision to vacate the rental unit suggest the Tenant vacated for other reasons and not because the conditions that the Tenant had endured for some eight years turned intolerable. I find the Tenant has not proven an entitlement to inducement damages (moving costs and rent difference) because I find she was not induced to vacate by the conduct of the Landlord within the meaning of subsection 31(2) of the Act.
7. The Tenant incurred no costs for filing the application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,541.00. This amount represents:
 - \$1,100.00 for a rent abatement.
 - \$105.00 for the reasonable costs that the Tenant has incurred as a result of the Landlord's actions.
 - \$336.00 for the reasonable out-of-pocket expenses the Tenant has incurred.
2. The Landlord shall pay the Tenant the full amount owing by March 21, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by March 21, 2026, the Landlord will owe interest. This will be simple interest calculated from March 22, 2026 at 4.00% annually on the balance outstanding.

March 10, 2026

Date Issued

Nersi Makki

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.