



Order under Section 31 Residential Tenancies Act, 2006

Citation: Coyle v Carpreit Limited Partnership, 2026 ONLTB 19892

Date: 2026-03-06

File Number: LTB-T-102998-24

In the matter of: 25 GROVEHURST DR
NEPEAN ON K2G6W1

Between: Victoria Coyle Tenant

And

Carpreit Limited Partnership Landlord

Victoria Coyle (the 'Tenant') applied for an order determining that CAP REIT (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 March 3, 2026. Only the Tenant, and her support person, Dale Bennett, attended the hearing.

As of 12:55 p.m., 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:

Preliminary Issues:

Application Amendments

1. The Tenant seeks to amend their application to correct the name of the Landlord from "Cap Reit" to "Carpreit Limited Partnership."
2. In reviewing the file history, the Landlord was properly served with the Tenant's application and the Notice of Hearing. Therefore, I do not find that the Landlord is prejudiced by the Tenant's request to amend their application to correctly name the Landlord, and I granted the Tenant's request. The style of cause has been amended to reflect this change.
3. The Tenant also seeks to amend their application to include a T6 application alleging that the Landlord failed to maintain the rental unit based on the same facts.

4. Although initially I had granted the Tenant's request to amend the application, I am no longer of the view that this is appropriate.
5. Rule 5.2 of the Board's *Rules of Procedure* indicates that applications can be amended, but notice must be given to the affected parties. As the Landlord was not given notice of the amendment request, the Tenant's request is denied.

Tenant's T2 Application

6. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$264.14.
7. The Tenant alleges the Landlord has substantially interfered with the Tenant's reasonable enjoyment and failed to maintain the rental unit, for the following reasons:
 - The gas fireplace was unsafe and improperly maintained;
 - The dishwasher was moldy;
 - The dryer was in disrepair;
 - The air conditioning failed; and,
 - The furnace was rusty and unsafe.

Fireplace

8. When the tenancy began, the Tenant was led to believe the gas fireplace was in good working order at the commencement of the tenancy. The fireplace had been inspected in October or November of 2023, and nothing was noted. However, when the fireplace was inspected on or about November 9, 2024, it was discovered the fireplace had previously been "red tagged." The Tenant explains that a red tag means that an appliance has been identified as unsafe by a technician and should have resulted in the gas utility being shut off to the entire house.
9. After this was discovered by the HVAC technician on November 9, 2024, the Tenant called the Landlord to explain that there was a potentially serious problem with the fireplace. No one answered the phone. The Tenant reported the issue using the Landlord's online portal on approximately November 10, 2024. She followed up with the Landlord on December 3, December 10, and again on December 13, 2024. Only after the Tenant advised the Landlord that she would be filing an application with the LTB did the Landlord respond to the Tenant on December 16, 2024. It was December 17, 2024, when the fireplace was serviced and returned to a proper working condition, and.
10. I am satisfied, on a balance of probabilities, that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit by failing to respond to the Tenant's concerns in a reasonable period of time. In my view, a reasonable landlord knows, or ought to know, that a concern about a gas fireplace demands an immediate response because a tenant's safety could be compromised.

12. The Tenant advises that the impact was that they were not only unable to use their fireplace, but she worried for the entire time while awaiting repairs that the gas utility company would shut off the gas to the rental unit as the Tenant describes is the normal approach in this situation.
13. By way of remedy, the Tenant requests one months' rent abatement totalling \$2,114.40.
14. An abatement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be getting 100% of what you are paying for and if a tenant is not receiving the full value of what they are paying for, then they should be entitled to abatement equal to the difference in value.
15. The guidance offered by the Divisional Court in *Offredi v. 751768 Ontario Ltd.*, 1994 CanLII 11006 (ON SCDC) pertains to a lack of maintenance which constituted substantial interference with the tenants' reasonable enjoyment. The Divisional Court said:

[15] It is well recognized in the authorities that there is no neat formula for determining an appropriate amount by way of abatement. In other words slide rule precision is not possible. (...) The ultimate objective is to set an amount that is fair in all the circumstances.
16. The Tenant's evidence was that the fireplace could not be used for the period between November 9, 2024, to December 17, 2024. Although the Tenant's rental unit was still accessible, the Tenant was denied the use and enjoyment of the fireplace for this period and reasonably feared for her safety after discovering the fireplace should never have been used. However, there was no evidence before me that the Tenant was endangered by using the fireplace nor that her gas utility had been turned off. When I consider similar cases to this one, and the impact the lack of the use of the fireplace had on the Tenant, I am of the view an abatement of 10% is appropriate in the circumstances.
17. The Tenant's rent is \$2,114.40 per month. The Landlord shall pay to the Tenant \$264.14.
(((\$2,144.40 x 12/365) x .10 x 38 days)

Dishwasher

18. The Tenant claims that the dishwasher was moldy upon move in. The Landlord replaced the dishwasher in November 2023.
19. Section 29(2) of the Act states that no application can be made more than one year after the alleged conduct giving rise to the application occurred.
20. The Tenant's application was filed December 16, 2024. As the dishwasher was replaced in November 2023, the Tenant's application is beyond the limitation period of one year. No order shall issue.

Dryer

21. In July 2024, the Tenant advised the Landlord that the dryer was not functioning correctly. It had a broken part which had come loose and was snagging on clothes ruining them.

22. The Tenant advises the Landlord attended the rental unit about one week later and glued the part down. This resulted in the lint trap not being able to be removed from the dryer, but it did alleviate the problem complained of. The Landlord replaced the dryer in November 2024.
23. The Tenant advises that many of her clothes were ruined while the dryer was in disrepair. However, she also advised that these clothes were not particularly important to her at this period of her life.
24. I am not persuaded, based on the Tenant's evidence, that the Landlord failed to respond appropriately to the Tenant's concerns. They sent someone to look at the dryer and that individual provided a repair which alleviated the problem.
25. Although "substantial" is not defined in the Act, the plain and ordinary meaning of substantial is of considerable importance, size, or worth. The Tenant testified that the destroyed clothing was of little value to her at the time. As such, I am not persuaded that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit. That is, clothing which had little value to the Tenant at the time is not of considerable importance or worth. No order shall issue.

Air Conditioning Failure

26. The Tenant also testified the air conditioning system failed on May 16, 2024. The Tenant logged a complaint the same day in the Landlord's online portal. A repair person attended on May 21, 2024, and a repair was conducted.
27. The Tenant states that there had been a heat wave during this period and it was uncomfortably hot during this period.
28. In my view, the Landlord did not substantially interfere with the Tenant's reasonable enjoyment of the rental unit because the air conditioning failed. Again, in this type of claim, I must consider the Landlord's response to the Tenant's complaint. The Tenant logged a complaint and within five days the repair was affected. In my view, the Landlord responded appropriately to repair the issue. No order shall issue.

Furnace Rusty & Unsafe

29. The Tenant states the furnace was very rusty to the point of being unsafe. The Landlord replaced the furnace in November 2024. The Tenant alleges that the Landlord's agents should have replaced the furnace earlier. However, the Tenant states she did not raise this concern with the Landlord before the filing of this application, by which time the furnace had already been replaced.
30. The Ontario Court of Appeal found in *McQuestion v. Schneider*, [1975 CanLII 764 \(ON CA\)](#), [1975] O.J. No. 2279 that there should be no compensation for items of which the Landlord was unaware of before the Tenant complained.

31. Given that the Tenant never advised the Landlord of their concern about the rusty furnace, and given the Court's instruction in *McQuestion*, I am not of the view that an award should be granted in these circumstances. Further, the Tenant offered no indication of any impact the rusty furnace had on the Tenant or the tenancy. No order shall issue.
32. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is half pay the Tenant is \$312.14. This amount represents:
 - \$264.14 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 17, 2026.
3. 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.
4. If the Landlord does not pay the Tenant the full amount owing by March 18, 2026, the Tenant may recover this amount by deducting \$312.14 from the rent each due and owing for the month of April 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 6, 2026
Date Issued

Jane Dean
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.