



**Order under Sections 30, 31, 130
Residential Tenancies Act, 2006**

File Number: LTB-T-095959-24

In the matter of: A, 408 FOURTH STREET WEST
CORNWALL ON K6J2S6

Between: Robert Lefebvre
Cynthia Lefebvre Tenants

And

Brian Mcnicol Landlord

Robert Lefebvre and Cynthia Lefebvre (the 'Tenants') applied for an order determining that Brian Mcnicol (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household. (T6 Application)

Robert Lefebvre and Cynthia Lefebvre (the 'Tenants') also applied for an order determining that Brian Mcnicol (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. (T2 Application)

Robert Lefebvre and Cynthia Lefebvre (the 'Tenants') applied for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex. (T3 Application)

This application was heard by videoconference on January 22, 2026.

Only the Tenants attended the hearing.

As of 10:41 a.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 Issue- Service/Adjournment Request

1. This matter was previously scheduled for an adjudicative case conference ("ACC") on April 29, 2025. The Landlord's Notice of Hearing for the ACC was returned with "No RMB" written on the envelope.

2. An adjournment sheet from the ACC notes, "I spoke with Tenant about bringing evidence to the hearing about why they believe they provided correct address for LL and taking steps to serve the NOH on the LL themselves".
3. The Landlord's Notice of Hearing for the merits hearing scheduled for January 22, 2026, was also returned with "No such address NSA" written on the envelope.
4. The Tenants testified that since the ACC they made attempts to serve the Landlord by sending messages to the Landlord's brother on Facebook and sending documents to a marina where the Landlord keeps his boat. The Tenants also testified that they sent documents to the Landlord's work address. The Tenants did not submit documentary evidence to corroborate their service attempts.
5. The Tenants' evidence is that they did not receive a reply to any correspondence sent to the Landlord and the Landlord's business is no longer operating at the same location.
6. The issue of service to the Landlord was raised at the ACC on April 29, 2025, and the Tenants did not submit evidence of what steps were taken to obtain an address for the Landlord, or why the addresses where the Notices of Hearing were served are the Landlord's correct address.
7. The Tenants requested an adjournment to ensure service of the Notice of Hearing to the Landlord. The Tenants had since April 2025 to make efforts to locate the Landlord and there was no evidence that the Tenants had taken reasonable or diligent steps to determine a valid address for service to the Landlord. An adjournment is not appropriate in these circumstances, and the notice of hearing was not served to the Landlord.

T2/T6 Applications

8. Despite the Landlord not being served with a Notice of Hearing, the Tenants' applications lack specific reasons and details.
9. The Tenants filed a T2 and a T6 application that makes the same or similar allegations worded as, "Since occupancy requested repair-Deadbolts, door glass, windows, ceiling repair, drywall in hallway, light fixtures in kitchen and bath, floor covering, tile in kitchen, outlets installed wrong; front steps rail; balcony soft spots, bedroom door, mold, poorly completed repairs."
10. The Tenants did not request any amendments to their applications prior to the hearing, and the Tenants has had sufficient opportunity to seek any legal advice.
11. The Tenants offered no dates, times, or any other factual details in relation to the allegations of disrepair. While the Tenants may have intended at the hearing to lead direct evidence of this alleged disrepair through testimony or other evidence, the problem lies in the actual text of the originating document – the application – which is the document against which the respondent Landlord must craft its' answer.
12. I find on the balance of probabilities that the vague allegations contained in the application on the disrepair issues would frustrate the Landlord's ability to fully and properly respond to the application.

13. According to the Ontario Divisional Court's decisions in both *Kuzyk v. S.K. Properties* and *Ball v. Metro Capital Property and Lockhurst*, if a Notice of Termination issued by a landlord is confusing to the degree that a reasonable person could not understand the precise actions or omissions that caused the landlord to pursue eviction, a Member would find it defective. I find that this reasoning would apply equally to applications brought by tenants.
14. In the present case, I find that the Tenants' allegations of disrepair are defective due to excessive vagueness and are devoid of necessary details with regard to the allegations that provide the basis for the application.
15. The Tenants requested an adjournment to amend the application and correct the deficiencies. The Tenants could have sought legal advice or amended their application at any time since the ACC. The lack of reasons and details in the Tenants' T2 and T6 applications makes adjourning the applications unreasonable because the Tenants would essentially be disclosing the substance of their claims in the amendment. The Tenants' request to adjourn was denied.
16. The Tenants T2 and T6 applications lack sufficient details and are dismissed.

T3 Application

17. The Tenants' T3 application alleges that the Landlord reduced a service or facility and the service or facility identified in the application is "Maintenance Repairs".
18. Section 2 of the Act sets out a list of services and facilities:
"services and facilities" includes,
 - (a) furniture, appliances and furnishings,
 - (b) parking and related facilities,
 - (c) laundry facilities,
 - (d) elevator facilities,
 - (e) common recreational facilities,
 - (f) garbage facilities and related services,
 - (g) cleaning and maintenance services,
 - (h) storage facilities,
 - (i) intercom systems,
 - (j) cable television facilities,
 - (k) heating facilities and services,
 - (l) air-conditioning facilities,
 - (m) utilities and related services, and
 - (n) security services and facilities; ("services et installations")

19. While section 2(g) mentions “maintenance services”, I do not find that this encompasses an allegation that the Landlord has failed to fulfill their maintenance obligations.
20. Since the Tenants’ T3 application does not set out an allegation that the Landlord reduced or discontinued a service or facility as set out in section 2 of the Act, the Tenants’ T3 application is dismissed.

It is ordered that:

1. The Tenants’ T2, T6, and T3 applications are dismissed.

March 13, 2026
Date Issued

Kyle McGraw
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.