



Order under Section 31 Residential Tenancies Act, 2006

Citation: O'brien v Chimienti, 2026 ONLTB 22901

Date: 2026-03-19

File Number: LTB-T-059557-22

In the matter of: 2, 192 Verdun Rd
Oshawa ON L1H5T2

Between: Steven O'brien
Amber Arsenault
Tenants

And

Giuseppe Chimienti
Landlord

Steven O'brien and Amber Arsenault (the 'Tenants') applied for an order determining that Giuseppe Chimienti (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenants (T2 application).
- 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 (T6 application).

This application was heard by videoconference on March 11, 2026.

The Landlord, the Landlord's legal representative Zeeshan Rahman and the first named Tenant attended the hearing.

Determinations:

Preliminary Issue – Disclosure

1. At the hearing, the Tenant confirmed that he did not provide the Landlord with the volumes of disclosure he uploaded to the Tribunals Ontario Portal (TOP) and intended to rely on at the hearing. He said that he was unfamiliar with the process.
2. For clarity, the parties did not consent to disclosure via TOP.

3. The Landlord opposed the Tenant's evidence and said that they were not put on notice of the documentary evidence and therefore not able to properly prepare a defence. To accept the undisclosed evidence would be unfair to the Landlord.
4. The Tenant said that he received, read and understood the Notice(s) of Hearing. He attempted to obtain legal counsel but did not qualify and could not afford to hire a legal representative.
5. This matter was adjourned on October 4, 2024 and September 9, 2025 for various reasons. What this means is that the parties have received three Notices of Hearing.
6. As discussed at the hearing, the Notice of Hearing provides significant information about preparation for the hearing and participation. Page 3 of the Notice set out what parties are required to do if they have evidence to present. The notice also set out the consequence for failing to provide evidence as required.
7. The Tenant confirmed he read and understood the content of the Notices. However, the Tenant did not provide any reasonable steps taken to clarify any confusion with respect to disclosure requirements.
8. Due to the timing of the applications and the volume of evidence for the Tenants, I did not consider standing the matter down to allow time for the Landlord to review the documents to be reasonable. The TOP file contains around 60 documents, some labelled but most were not.
9. As a result, the Tenant was permitted to proceed, relying on his *viva voce* testimony.
10. The Landlord's evidence includes; photographs, invoices, receipts, reports, witness statements and various communications (DOC7514196).
11. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.

The Tenants' Applications

12. The rental unit is a two bedroom apartment in a multi-unit complex.
13. While the tenancy began around October 15, 2016, the Tenant Sean O'Brien said that he has lived in various units owned by the Landlord since childhood.
14. The lawful monthly rent was \$991.00.
15. The Tenants vacated the rental unit on June 1, 2022.
16. The Tenants filed their application on March 14, 2023.

T2 – Tenants Rights

17. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

18. In the T2 application, the Tenants assert various incidents that substantially interfered with their reasonable enjoyment of the rental unit or complex at various dates from March 22, 2022 to April 23, 2022 dealing with drug paraphernalia, mud on unit windows, removal of personal items by the Landlord and offensive language chalked on their bedroom window.
19. The Tenants also claim harassment, coercion, obstruction, threats and interference related to the behaviour of other tenants, the Landlord, his agent from around April 20, to June 1, 2022, the date the Tenants moved out.
20. The problem with the Tenants' T2 application is the remedy sought. The Tenants application claims a rent differential and costs related to moving and storage. To be successful with this claim, the Tenants must prove that they moved out as a result of the conduct claimed in the application.
21. With respect to rent differential, s. 31(2) of the Act says if it is determined that the tenant was induced by the harassment to vacate the rental unit, the Board may order that the landlord pay a specified sum to the tenant for all or any portion of any increased rent which the tenant has incurred or will incur for a one-year period after the tenant has left the rental unit as well as reasonable moving costs.
22. Based on the evidence before the Board and on a balance of probabilities, I do not find the claims made by the Tenants for the period March to June 1, 2022 resulted in the Tenants having to move from their rental unit.
23. The Landlord successfully rebutted the Tenant's claims. For example, the drug paraphernalia was removed by day's end with no further complaints, he did not steal the Tenants' possessions and made them available to the Tenants' who retrieved them shortly before they moved out. With respect to the claims related to the mud and chalking of the windows, the camera and parking issues, I prefer the Landlord's evidence that if this occurred, it was an isolated incident with no further complaints from the Tenants.
24. I acknowledge that the Landlord relied on witness statements. As discussed at the hearing, the LTB can accept witness statement. However, as the authors of said statements were not present for cross examination purposes, those statements have been weighted accordingly.
25. While I appreciate the Tenants may have been frustrated by the events claimed of in their application, I do not find they rose to the level of "substantial" or "harassment". To that end, I cannot make a finding that the behaviour complained of was so significant that the Tenants had no other choice but to move.
26. Overall, I found the Tenants' failed to establish that they endured substantial interference or harassment, obstruction, threats or coercions by the Landlord or the Landlord's agent as pled in the T2 application. Having found no breach there is no basis to grant the Tenants' request for moving expenses and rent differential.

T6 – Maintenance

27. The Tenants claim the Landlord was in breach of their maintenance obligations related to floods and resulting damage to flooring, wall leak, foundation issues and mould.

28. The Tenants' application seeks only \$450.00 for rent abatement. The Board cannot order the Landlord to pay more than the Tenants asked for in their application.

The Floods and Mould

29. The Tenants take the position that the items claimed in the T6 application, despite going back to 2017, continued to the date they moved out on June 1, 2022.
30. To summarize, the Tenant stated that there was a flood in the rental unit on December 7, 2017 that was never properly addressed by the Landlord. The flood was a result of cracks in the foundation which resulted in water leaks into the unit. The unit was flooded again February 28, 2019, March 13, 2019, April 22, 2019, May 14, 2019, February 21, 2020, March 10, 2020, April 8, 2020, December 23, 2020, January 17, 2021, and February 20, 2022.
31. The Tenant said the flooding continued to the date they moved out. However the last dates claimed was February 20, 2022.
32. It was the evidence of the Landlord that he was notified by the Tenant on December 7, 2017 of the flood. The Landlord said the Tenant told him it was the result of the upstairs tenant overflowing the bathtub. No other incidents were reported to him in 2018 as supported by the Tenants' own application. It therefore cannot be said that it was an ongoing issue.
33. The Landlord was aware of the January 17, 2019 incident. He sent the plumber to repair the toilet within a day or two. The plumber inspected all three floor and reported no other issues. The Landlord said the same plumber has provided service for years. He was attended the unit when complaints were issued. The Landlord's evidence includes several invoices related to the dates complained of by the Tenants.
34. The Landlord was unable to recall a number dates cited by the Tenant. He said that the Tenant's mother was his Super Intendent for many years. She often received tenant complaints and dealt with them directly.
35. I note, neither the Tenant nor the Landlord called the Super Intendent to testify.
36. For many of the dates claimed by the Tenants, the Landlord's evidence establishes that the issue was addressed and invoiced by the plumber. For example, the front hall flood in on April 22, 2018 was attended to by the plumber and invoiced accordingly, with no further reports from the Tenant.
37. With respect to the various claims of floods, I am satisfied that the Landlord successfully established that the events were isolated issues and not ongoing as complained of by the Tenants.
38. Therefore, the only relevant date before the Board is the issue on February 20, 2022, related to the claims of water and mould in the primary bedroom wall.
39. It was the evidence of the Landlord that the matter was properly attended to by his Super Intendent. He relied on various photographs, communication and the City of Oshawa

property standard report, dated February 22, 2022 which states the file was closed by compliance with no reports of an active leak or mould.

40. Based on the evidence before the Board and on a balance of probabilities, I do not find the Landlord in breach of their obligations related to flooding or mould.

The Flooring

41. The Tenant asserts that when the flooding issue occurred on April 8, 2020, there was resulting damage to the flooring which left sharp and dangerous edges. He reported to the Landlord and the issue was resolved within the month of April 2020. I note, this is not an ongoing issue and beyond the Board's jurisdiction.
42. Again, overall, I found the Tenants' evidence to be insufficient to establish on a balance of probabilities that the Landlord is in breach of his maintenance obligations. As a result, the T6 portion of the application is dismissed.

The October 10, 2024 Adjournment

43. At this hearing, there was no dispute that the Landlord agreed to pay to the Tenants \$250.00 as compensation for the adjournment. This amount has not been paid to the Tenants.
44. The Board record contains an Adjournment Sheet, dated October 10, 2024 where the Member's notes include acknowledgement of this payment. No interim order was issued.
45. The Landlord states the payment was not made as they anticipated an interim order from the Board.
46. In light of the agreement made between the parties and as per s.30(1)(9), the Board may make any other order that it considers appropriate. In this case, I find it reasonable to order the Landlord to honour the agreement made at the October 10, 2024 hearing.
47. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord shall pay to the Tenants \$250.00 as agreed upon at the October 10, 2024 hearing.
2. The Landlord shall pay the Tenants the full amount owing by March 30, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 30, 2026, the Landlord will owe interest. This will be simple interest calculated from March 31, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 19, 2026
Date Issued

Dana Wren
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.