



Order under Section 31 Residential Tenancies Act, 2006

Citation: GUITARD-WILSON v BUENDIA, 2025 ONLTB 77896

Date: 2026-03-25

File Number: LTB-T-058821-22-AM

In the matter of: Lower Level Unit, 256 EAST 25TH ST
HAMILTON ON L8V3A7

Between: SANDRA GUITARD-WILSON Tenant

And

Candice Yeboah Case Landlord

NESTOR-JAN BUENDIA Former Landlord

AMENDED ORDER

The Tenant submitted a request to amend the order for clerical errors. The prior order incorrectly mislabelled the Landlord and the Former Landlord. There was also an error when interest accrues. The amendments have been highlighted for ease of reference. The remainder of the order remains in effect.

SANDRA GUITARD-WILSON (the 'Tenant') applied for an order determining that **Candice Yeboah Case (Landlord)** and **NESTOR-JAN BUENDIA (the 'former Landlord')**:

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- withheld or interfered with their vital services or care services and meals in a care home.

The Tenant also applied for an order determining that 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.

This application was heard by videoconference on July 3, 2025.

The Landlord Nestor-Jan Buendia Legal Representative Krystal Campbell, the Landlord Nestor-Jan Buendia, the Landlord Candice Yeboah and the Tenant attended the hearing.

Determinations:

1. At the outset of the hearing, the Tenant acknowledged that the Board's jurisdictional limitations are limited to ordering compensation for the 12 months prior to the date of the

application and to a maximum of \$35,000.00. (Note that as of October 1, 2025, that financial jurisdiction has increased to \$50,000.00).

2. The Tenant advised that Nestor-Jan Buendia became their landlord in 2016, and that they had sold the residential complex to Candice Yeboah Case as of September 12, 2023. Section 18 of the Act provides that covenants run with the land. This means that the new owners when they purchased the property became responsible for outcome to this proceeding. The LTB could not make an order against the former Landlord in this instance.

Covenants concerning things related to a rental unit or the residential complex in which it is located run with the land, whether or not the things are in existence at the time the covenants are made.

3. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay compensation to the Tenant.
4. The Tenant testified. They have occupied the rental unit since 2013; and have vacated as of August 2024.
5. The Tenant testified that they had advised the former Landlord about the freezing pipes in the kitchen and that the Landlord took no action. The Tenant purchased portable heaters that they used to prevent the pipes from freezing.
6. They testified that they had advised the new landlord about the issues and that the new landlord took steps to repair the freezing kitchen pipes. The new Landlord had permitted the Tenant to remain while the repairs were undertaken.
7. The Tenant stated that as a result of a letter from the City they learned that the rental unit had lead pipes. See page 25 to DOC-2500334 date April 6, 2021.
8. The Tenant testified that their former Landlord had been harassing them over heating issues. They advised the former Landlord on December 9, 2021 that there was no heat, and that only after a community legal aid clinic and the City bylaw sent letters to the former Landlord was heat restored on December 16, 2021. See page 8, an email from the Tenant to the Landlord stating they had contacted the Landlord the week prior regarding heat.
9. On cross-examination, the Tenant stated that when they spoke to the former Landlord about the heat, that the former Landlord stated that they would never fix anything unless the Tenant vacated the rental unit.
10. On cross-examination, in reference to a medical letter found at page 19, the Tenant stated that the former Landlord had been verbally aggressive many times and that it was contributing to the ongoing stress because it went on for a long time.
11. On cross-examination, the Tenant stated that they started using bottled water from "Soul Water Plus" because of their concerns regarding lead pipes.
12. The former Landlord Nestor-Jan Buendia testified. They testified that they had tried to use spray foam to insulate the pipes to prevent freezing in 2016, and that it appeared to work since no complaints were received until the winter of 2018.

13. They stated that they were first advised on December 15, 2021 about a lack of heat, and had it resolved by December 16, 2021.
14. They stated that they did receive the notification about the possibility of lead pipes found at page 25. They stated that the Tenant had not expressed any concerns about lead pipes and that since it was just a recommendation they took no action to investigate to determine if in fact there were lead pipes feeding into the residential complex or in the complex itself.
15. On cross-examination the former Landlord expressed no recollection about a telephone call from the Tenant on December 9, 2021, or about any concerns regarding lead poisoning from the lead pipes.
16. On cross-examination, the former Landlord stated that after the complaints in 2018 regarding the freezing pipes that they did investigate and determined that they would have to likely tear down the kitchen by opening up the walls, and cabinets. As a result they took no action at that time.
17. On cross-examination they also stated that they did not test for lead pipes because they did not have a budget to replace them if lead pipes were found. They stated that they know in real estate that lead pipes is common in the City of Hamilton.
18. They stated that they have 3 rental properties for a total of 6 units and that they had been a landlord since 2016. They also stated that they are employed as a real estate agent.
19. The Landlord Candice Yeboah Case testified. They stated that once they were advised of the lead pipes and freezing pipes that they took steps and had them resolved by November 2023. They confirmed that they were not required to replace the lead pipes, that they did that on their own since they were living there.
20. In closing the former Landlord submitted that all these issues only came about after the former Landlord had served an N13 notice on the Tenant. They submitted:
 - that there is nothing to support a claim for emotional stress because it was pre-existing and not related to the issues in the rental unit.
 - that the Tenant chose to stay even if it was unsafe.
 - that the dates about lack of heat are inconsistent. that the Tenant did not ask for reimbursement for water they were purchasing. that the Tenant did not incur any loss as a result of frozen pipes.
 - that there is no bylaw to replace the lead pipes.
21. The Landlord did not provide closing submissions.
22. The Tenant submitted:
 - The N13 notice was to leave so the Landlord could do renovations that it would take over a year and that the Landlord did not offer another unit. In the end the Landlord did not file any applications with the LTB.
 - The N13 notices were harassment, and that subsequently the Landlord started harassing the Tenant and asked what it would take for the Tenant to move out.
 - The medical letter refers to the stress that the Tenant was experiencing.

- That they could not afford to vacate, that if they did, they would have ended up on the street.

23. Therefore, I find that 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. The Landlord's statement that they had no intentions to effect repairs unless the Tenant vacated was unreasonable. The removal of heat, however temporary has also interfered with the Tenant's reasonable enjoyment.

24. In coming to this conclusion, I have given no weight to the issue of the lead pipes. There was no evidence to suggest that the Tenant has advised the Landlord, nor requested that the Landlord test for lead pipes. In addition, the Tenant did not advise the Landlord regarding their choice to use bottled water unless or until the plumbing was tested for lead pipes. Therefore, the Tenant shall not be compensated for the out-of-pocket expenses to purchase bottled water.

25. I find that the Landlord withheld or interfered with the Tenant's vital services, specifically heat for the period December 9-16, 2021. The heat was only restored after a community legal aid clinic intervened on behalf of the tenant.

Remedies

26. The Tenant had out-of-pocket expenses in the amount of \$266.50 to purchase portable heaters and an extension cord because of the Landlord actions. The Landlord must pay the Tenant this amount.

27. The Tenant requested an abatement of rent for the period December 2021 to February 2022 for the lack of adequate heat to prevent the pipes from freezing, and for the month of December 2021 when the heat had been withheld.

28. I am satisfied that a 50% rent abatement for the month of December 2021 is appropriate. This in my view is compensation for the period of no heat, and the lack of adequate for the month to prevent the pipes from freezing. Therefore, the Landlord shall be ordered to pay \$400.00 compensation to the Tenant.

29. I am satisfied that a 30% reduction for January and February 2022 is appropriate due to the inadequate heat to prevent the pipes from freezing. Therefore, the Landlord shall be ordered to pay \$480.00 to the Tenant.

30. The Tenant also claimed \$4,000.00 in general damages for the emotional stress and suffering. They stated that the former Landlord's inaction to repair, to withhold heat, caused them significant distress, lack of sleep, and exacerbated their pre-existing mental health difficulties. I am satisfied that the amount claimed is reasonable in all the circumstances and therefore \$4,000.00 in general damages shall be awarded.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$5,199.50. This amount represents:
 - \$880.00 for a rent abatement
 - \$266.50 for the reasonable out-of-pocket expenses the Tenant has incurred.
 - \$4,000.00 in general damages.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 2, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by **January 2, 2026**, the Landlord will owe interest. This will be simple interest calculated from January 3, 2026 at 4.00% annually on the balance outstanding.

March 25, 2026
Amended Date
Issued

Robert Patchett

Vice Chair, Landlord and Tenant Board

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