



## Order under Section 30 Residential Tenancies Act, 2006

**Citation:** Puentes v PSD PROPERTIES, Sam Pasqualino Rentals, 2026 ONLTB 26477

**Date:** 2026-04-02

**File Number:** LTB-T-034647-23

**In the matter of:** 202, 497 HODDER AVE  
THUNDER BAY ON P7A1V5

**Between:** Spencer Brady Puentes Tenant

**And**

PSD PROPERTIES, Sam Pasqualino Rentals Landlord

Spencer Brady Puentes (the 'Tenant') applied for an order determining that PSD PROPERTIES, Sam Pasqualino Rentals (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.

The Tenant also applied for an order determining 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.

This application was heard by videoconference on February 9, 2026.

The Landlord's Agent, Justin Tomeck, and the Tenant attended the hearing.

The application related to substantial interference with reasonable enjoyment was previously dismissed as withdrawn pursuant to LTB-T-034647-23-IN.

### Determinations:

1. At the outset of the hearing, the Tenant confirmed they had vacated the rental unit. I raised to the Tenant that given this, and that their T2 application was previously withdrawn, the only relevant remedy remaining in their T6 application was a claim for \$69.96 for out-of-pocket expenses for pest control as the remainder of the remedies claimed were for repairs to the rental unit they no longer inhabit.
2. The Tenant sought to rely on the language in the application that states "If the LTB decides in your favour, it may decide to include a different remedy or remedies than the one you selected." to request that the application be amended to include a monetary remedy for a

rent abatement. The Tenant confirmed they at no time put the Landlord on notice that they intended to seek further monetary remedies beyond \$69.96.

3. I declined to amend the application on my own motion to include remedies not included in the application, or permit the Tenant to do so without having filed and served a request to amend the application prior to the hearing. This matter had previously been to an adjudicative case conference. The Tenant also previously amended their application and so was aware of how to do so. The Tenant was not able to provide an explanation for why they did not do so prior to the hearing if it was their intent to seek alternative remedies, other than reliance on the language quoted above.
4. I find that amending the application without notice to include monetary remedies would be procedurally unfair to the Landlord where no substantial monetary amounts have been previously claimed. Allowing such an amendment would therefore likely require an adjournment in order to allow the Landlord adequate notice to respond to what would be an application carrying entirely different risks for the Landlord. I find that allowing the amendment and proceeding on the basis of an adjournment would not be reasonable, or in accordance with the Board's obligations to adopt expeditious procedures in accordance with section 183 of the *Residential Tenancies Act*, 2006.
5. The Tenant confirmed that given my ruling above, \$69.96 for out-of-pocket expenses was the only remedy that remained relevant, and that they were seeking.
6. Rather than proceeding with a hearing on the merits, the Landlord's Agent agreed that the Landlord would reimburse the Tenant \$69.96 for those out-of-pocket expenses related to pest control. I informed the parties that my order would issue on that basis.

**It is ordered that:**

1. The Landlord shall pay the Tenant \$69.96 for reasonable out-of-pocket expenses that the Tenant has incurred.
2. The Landlord shall pay the Tenant the full amount owing by April 13, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 13, 2026, the Landlord will owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.

**April 2, 2026**  
**Date Issued**

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Benjamin Seigel  
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.