



Order under Section 31 Residential Tenancies Act, 2006

Citation: Kalum v Wheaton, 2026 ONLTB 26613

Date: 2026-04-02

File Number: LTB-T-082557-25

In the matter of: 302 Church Street
Pembroke ON K8A4L3

Between: Ronard Akongnwi Kalum Tenant

And

Michael Stephen Wheaton Landlord

Ronard Akongnwi Kalum (the 'Tenant') applied for an order determining that Michael Stephen Wheaton (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 (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).

An Adjudicative Case Conference (ACC) was held by videoconference on March 26, 2026.

Only the Tenant attended the ACC.

As of 9:58 am, the Landlord was not present or represented at the ACC although properly served with notice of this ACC by the LTB. There was no record of a request to adjourn the ACC. As a result, the hearing proceeded with only the Tenant's evidence. The Landlord did not join during the scheduled block and the LTB technical team did not advise of any related issues.

Determinations:

Preliminary Issues

The Tenant's Evidence

1. At the hearing, the Tenant confirmed he did not serve the Landlord with the evidence he intended to rely on at the hearing.

2. The Notice of ACC, sent to the parties on November 26, 2025 provided direction and support with respect to attendance at the ACC and potentially proceeding to the merit hearing, subject to the Member's discretion. The Notice also provided instruction with service of evidence.
3. The Tenant confirmed he received and read the Notice and must have misunderstood the requirements for service of evidence. The Tenant did not describe any steps taken to clarify any confusion he had with respect to the Notice and direction within.
4. As such, the Tenant was not permitted to rely on evidence that was not properly served to the Landlord.

The T2 Application

5. At the hearing, the Tenant was advised that his application is deficient as it did not contain the required dates and times for the claims made against the Landlord.
6. As explained to the Tenant, the Divisional Court has held that in order to be considered, a claim must have sufficient details or particulars, including dates and times of the alleged offensive conduct, together with a detailed description of the alleged conduct complained of, to allow the person against whom the claim is made to know the case to be met and to prepare for the hearing accordingly. (*Ball v. Metro Capital Property*, [2002] O.J. No. 5931)
7. Although the *Ball* case related to a landlord's notice of termination, it applies the long-standing common law principle of the right to know the case to be met; I cite the *Ball* case solely for this principle as it applies equally to tenant applications. The legal principles of fairness and natural justice demand that a party has a right to know the case against them and that they be provided sufficient notice and details of the case against them to allow them to determine whether to defend the claim and how to mount a defence.
8. As the T2 application was void of any dates with respect to the allegations of substantial interference, this portion of the application is dismissed.

The T6 Application

9. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
10. The Tenant is in possession of the rental unit.
11. The rental unit is a two bedroom apartment in a multi-unit complex.
12. The tenancy began around July 23, 2025.
13. The lawful rent is \$1,700.00.
14. The T6 application was filed on October 1, 2025 and seeks a single remedy of early termination of the tenancy with a requested date of October 31, 2025.
15. For clarity, the tenancy commenced in July 2025 and was subject to a one-year lease.

16. As explained to the Tenant, termination of tenancies in general are usually ordered by the Board when there are really no other viable options left to consider, that would be tenable in respect of the parties involved. The Tenant opted to proceed with his claims.
17. The Tenant confirmed that the issues related to the window screens, carbon monoxide alarm, leak in kitchen and the hood fan were remedies by the Landlord. As such, a termination of the tenancy would not be considered.
18. The only remaining issue in the Tenant's application relates to insufficient heating or cooling withing the rental unit.
19. The Tenant testified that the Landlord was aware of temperature issues in July 2025 and failed to take reasonable steps to repair the issue. He said that in September 2025, the Landlord installed a mini split in one of the rooms but it was inadequate to service the entire rental unit. He said he has followed up with the Landlord on multiple occasions and the Landlord refused to fix the issue.
20. For clarity, the Tenant does not claim there is no heat or cooling in the rental unit but rather it is insufficient. However, the Tenant did not provide any specifics related to the actual temperature within the rental unit.

Analysis

21. Subsection 20(1) of the Act states:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

22. The issue before me is whether the level of heat or cooling provided by the Landlord to the unit, during the material time, rendered the Landlord in breach of subsection 20(1) of the Act. As with all determinations, and in this regard, I cannot engage in speculation and/or conjecture. I can only make findings of fact based on the evidence before me.
23. As will be evident below, this case was marked, generally, by a paucity of evidence from the Tenant.
24. The evidence before me is that the Landlord was aware since July 2025 that the Tenant was complaining of temperature issues in the rental unit. The Landlord installed a "mini split" in one room was the Tenant states was insufficient to regulate the temperature in the entire unit.
25. Even in the absence of documentary evidence, I am obligated to apply the principle from *Maldonado v. M.E.I.*, 1979 CanLII 4098 (FCA), [1980] 2 F.C 302 (C.A.) at 305, that when a witness swears to the truth of certain allegations, a presumption is created that those allegations are true unless there are reasons to doubt their truthfulness.
26. However, the Tenants did not provide any readings of temperature in the rental unit itself to show whether the various room temperatures were in compliance with subsection 15(1) of *Ontario Regulation 517/06*, under "Heating".

27. Given the above, I cannot find that the Landlord is in breach of their maintenance obligations under the Act.

28. The Tenant's application must be dismissed.

29. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's application is dismissed.

April 2, 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.