



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Vines v Brannigan, 2026 ONLTB 25818

Date: March 30, 2026

File Number: LTB-T-086431-23-RV & LTB-T-104918-24-RV

In the matter of: 44 RIVERSIDE DRIVE
KINGSTON, ON K7L4V1

Between: Richard Vines
Katherine Vines
Tenants

and

Vincent Brannigan
Landlord
(T6)

and

Vincent Brannigan
4064283 Canada Inc
Michael Brannigan
Hugh Brannigan
Landlords
(T2)

REVIEW ORDER

Procedural History of Applications

On November 1, 2023, Richard Vines and Katherine Vines (the 'Tenants') applied in a T6 application (LTB-T-086431-23) seeking an order determining that Vincent Brannigan (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.

On December 23, 2024 the Tenants applied in a T2 application (LTB-T-104918-24) seeking an order determining that Vincent Brannigan, 4064283 Canada Inc, Michael Brannigan, and Hugh Brannigan (the 'Landlords') substantially interfered with the Tenants' reasonable enjoyment of the rental unit or complex and that the Landlords harassed, coerced, obstructed, threatened or interfered with them.

For expediency and continuity, the T6 and T2 applications were heard together. Through various adjournments the matters were scheduled and heard by videoconference on October 1, 2024, January 29, 2025, April 24, 2025, June 6, 2025, and concluded on October 2, 2025. The applications were resolved by Member J. Dean's order LTB-T-104918-24 issued on October 27, 2025 (the 'T6 Order') and order LTB-T-086431-23 also issued on October 27, 2025 (the 'T2 Order').

On November 25, 2025, the Landlords requested a stay and review of the T6 and T2 Orders, claiming there were serious errors.

Review interim order LTB-T-086431-23-RV-IN was issued by Member S. Anwar-Ali on November 26, 2025 which stayed the T2 Order and directed 2 specific issues to a review hearing. Review interim order LTB-T-104918-24-RV-IN was issued by Member S. Anwar-Ali, also on November 26, 2025, which stayed the T6 Order and directed 3 specific issues to a review hearing.

NOTE: As a clerical error, 1 of the review issues was erroneously listed in the T2 review interim order instead of the T6 review interim order.

Both review hearings were scheduled to be heard by videoconference on December 15, 2025 but were adjourned at the Landlords' request because the hearing recording ordered by the Landlords had not yet been received. Review interim order LTB-T-086431-23-IN was issued by Member D. Whitmore on January 5, 2025, ordering the Landlords to pay costs of \$175.00 to the Tenants by January 16, 2025 with respect to the adjournment of the December 15th hearing.

I heard both review hearings by videoconference on February 18, 2026. The Landlords' Agent Marsha King (property manager) attended the review hearings on behalf of the Landlords, with their legal representative Mihai Paunescu (paralegal). Both Tenants attended the review hearings with their legal representative Dakota Kelly (paralegal).

NOTE: For convenience I combined the review decisions for the T6 and T2 applications into this single order.

Determinations:

1. On the basis of the submissions made in the requests for review and the submissions made in the review hearing, I am not satisfied that there is a serious error in either the T6 Order or T2 Order, or that any serious errors occurred in the T6/T2 proceedings. As a result, the Landlords' requests for review are denied.

T6 Order

No Serious Error for End Period of Rent Abatement Awarded

2. The Landlord claimed it was a serious error for the Member to award a remedy for the entire month of October 2025, when the T6 hearing was held October 2, 2025 and written submissions were due by October 9, 2025. Paragraph 43 of the T6 Order granted the Tenants' request for 2.5 % rent abatement for electrical sockets that were not repaired, for the period November 1, 2022 to October 31, 2025.
3. The Landlord claimed the Tenants provided no evidence either in submissions during the numerous virtual hearings, nor by written submissions up to October 9, 2025, to show there were any issues beyond October 2, 2025 (or at the very latest October 9, 2025) with respect to the electrical sockets. It was alleged that the rent abatement awarded all the way to the end of the month, was a forward-looking, speculative remedy, based upon entirely assumed future assumptions regarding the electrical sockets. Furthermore, it was

claimed that it was illogical to award a remedy for future dates, when it is unknown as of the close of the hearing (October 2, 2025) or the close of the post-hearing written submissions (October 9, 2025), that any problems or issues regarding the electrical sockets will persist.

4. The Landlord submitted that the “it is ordered” section towards the end of the T6 Order supported their claim above. Paragraph 4 of the T6 Order on the last page awards a rent abatement for the period November 1, 2022 through to October 1, 2025. The Landlord submitted that this demonstrated the Member should have only awarded any abatement up to the hearing date, with nothing awarded beyond, because there was no evidence to justify a maintenance issue existed (or would exist) beyond the hearing date.
5. The Landlord also submitted that for the shower issue, rent abatement was only awarded up to when the issue was fixed. It was claimed that there was an internal inconsistency within the T6 Order because the Member used 2 different methods of determining the end date of a rent abatement.
6. I find the Landlord’s argument to be without merit. The fact that the Member determined the abatement period shall be up to October 31, 2025 is likely a function of the fact that rent is due monthly in this specific tenancy, and was paid on October 1, 2025. In exchange for paying rent in full on or by October 1, 2025, the Tenants expected to receive 100% of the bundle of goods and services encompassed by the rental unit (including working electrical sockets, in a good state of repair, fit for habitation as required by 20 of the Act) for the entire month of October 2025. I find it entirely reasonable that the Member listed October 31, 2025 as the end date of the rent abatement within the middle section of the T6 Order. This does not erroneously assume any future determinations (that the electrical sockets will still be broken up to the end of the month). It merely acknowledges that the rent paid on October 1, 2025 is supposed to cover the entire rental unit for the whole month.
7. Since the hearing Member was satisfied at the hearing on October 2, 2025, that the Tenants had proven (through their testimony and disclosed evidence) that the electrical sockets were still not repaired by the Landlord, the Member was entitled to award a 2.5% rent abatement, which would be deducted from October’s rent payment.
8. The fact that the “it is ordered” section toward the end of the T6 Order only awards up to October 1, 2025, further supports my reasoning. The rent payment due date is established by contract, to be payable on or by the 1st of every month. The abatement therefore would in theory, have ‘made the Tenants whole’ on October 1, 2025, for there being broken electrical sockets on the day they paid their rent for the whole month.
9. I find the shower issue is distinguishable in its end date calculation for rent abatement. For maintenance breach issues that have a finite end period (which have been resolved as of the hearing), it would be reasonable to award a rent abatement only up to when the issue was resolved (as the Member did on the resolved maintenance issue). Since the electrical sockets were not resolved as of the hearing date, and since the Landlord brought no authority that rent abatements for continuing, unresolved maintenance issues must only be awarded up to the hearing date, I find it reasonable that the 2.5% rent abatement was applied to the entire monthly rent paid October 1, 2025.

10. The Landlord did not provide me with any authority (such as legislation or binding case law) that a tenant must prove there will be ongoing maintenance problems beyond the hearing date, or that rent abatement for a maintenance issue must be awarded on a daily compensation basis. In the absence of such authority, I find the Landlord failed to prove any serious error occurred in the Member's determination and award of a rent abatement to either October 1st, or 31st, 2025 for the electrical socket issue. Even with the discrepancy of dates, the actual amount of abatement remained the same, and was to be deducted from the monthly rent amount for October, 2025. The outcome of the order would not have changed had these 2 dates been interchanged within the 2 paragraphs in which they were referenced within the T6 Order.

No Serious Error To Consider Quote Not Specifically Referenced During Hearing

11. The Landlord claimed that it was a serious error for the Member to reference/consider a quote to replace the electrical outlets at a cost of \$556, when the quote was not raised during the hearing. The Landlord alleged that no party raised the quote during the hearing, so it was an inconsistent application of evidence and an evidentiary error to consider a document that was not brought up during the hearing.
12. The Tenants submitted it was inaccurate for the Landlord to claim the quote was not referenced during the hearing. The Tenants accused the Landlord firstly of failing to provide any time stamps or transcript of relevant portions of the hearing recording, during which the electrical outlets was referenced.
13. In contrast, the Tenants submitted that even the Landlord's Agent testified the Tenants would have to go get a quote in order for the repairs to be made. The Tenants also submitted that they themselves discussed various maintenance issues (over 3 full days of hearings) and that the quote was involved within their testimony about multiple chains of emails and communications between the parties from 2019 to 2025 regarding various maintenance issues.
14. The Tenants referenced a specific time stamp in the recording where the Member acknowledged the Tenant's entire book of documents would be admitted into evidence upon consent of the Landlord, which the Member marked as Exhibit 1 (90 pages). The Member specifically advised the parties during the hearing that she may point to specific parts of the documentary evidence in her decision.
15. The Tenants submitted there was plenty of other evidence including communication between the parties over several years, to prove there was a maintenance breach regarding the outlets. The quote was simply one piece they inserted into their exhibit book to show the cost was relatively low (only a few hundred dollars) for a fix that was delayed by the Landlord over a multi-year period.
16. I am not satisfied that the Landlord proved any serious error occurred in the T6 Order by the Member referencing the quote. The award of rent abatement was not granted merely based on the quote. It was reasonable for the Member to consider the totality of evidence (including the entire exhibit book of either party), in coming to determinations and findings that there were maintenance breaches.

17. In the same vein that hearing orders should not be an inventory listing each and every piece of evidence presented during a hearing (which would make them onerously long), nor should orders be limited to only referencing documents specifically raised during the hearing. Often, specific sections of email strings, quotes, invoices, and other such documents are submitted into evidence, but not each and every piece of paper, paragraph, dollar figure, sentence, etc is specifically raised or read out during testimony of a witness during the hearing.
18. The Member was within her discretion and jurisdiction, to consider all the pages contained in the documents submitted on consent into evidence, and there was no serious error demonstrated by referencing a quote for repair work in the T6 Order.
19. Further, even if there had been some type of error in referencing the quote, it was not “serious” because the Landlord did not prove the outcome of the decision would have been different had the quote not been considered. There was numerous other evidence including the verbal testimony of the parties and their messages to each other, which led to the Member’s determination there were some maintenance breaches by the Landlord.

No Serious Error for Time Period of Remedy Awarded

20. The Landlord submitted that it was a serious error for the Member to grant a remedy for a period greater than what was requested in the T6 application (this issue was erroneously listed within the T2 review interim order). The Landlord submitted they were only prepared to defend against 16 months of potential maintenance breach and abatement, since the T6 application only disclosed this specific period of time.
21. The Tenants submitted this characterization was inaccurate. They submitted that around 13 mins into the recording, the Member noted the timeframe in issue was from 2019 all the way up to the present hearing (in October, 2025). Some of the alleged maintenance issues were claimed by the Tenants to be persisting and not resolved, throughout various adjournments and delays of multiple hearing days at the LTB.
22. The Tenants submitted there was no serious error in law, for a Member to award an abatement remedy for a disclosed issue, which at the time of the T6 filing was characterized as “not resolved, still ongoing”, with the same characterization as of the final hearing date.
23. I was not satisfied that the Landlord proved any serious error occurred by the Member granting an abatement remedy beyond the limited time claimed within the T6 application. It would put undue onus on all tenants claiming maintenance breach applications, to continually keep requesting an amendment to extend the “end period” of their remedies to any adjourned hearing dates for ongoing, unresolved maintenance issues.
24. Just as landlords simply have to disclose a L1/L9 Update sheet to indicate any new updates to rent arrears claims during a L1 hearing (without having to amend the original L1 application to keep changing the end date of any ongoing rent arrears), the practice of this Board has been to hear testimony of tenants during a T6 hearing, determine whether an alleged maintenance issue continues to persist or not, and the Board may award any proven claims by issuing rent abatements up to the present time. The Board even routinely awards ongoing rent abatement into the future (by allowing a deduction off of future rent) if

the tenancy is still ongoing, and if the maintenance breach has not been fixed within a period of time ordered by the Board.

25. I find that the Landlord failed to prove any serious error occurred in the T6 Order or within the proceedings, by the Member ordering any remedy beyond the 16 months explicitly noted in the T6 application, for a maintenance issue proven ongoing as of the final hearing date.

T2 Order

No Serious Error Listing Respondents not on Lease Agreement

26. The Landlords claimed that the Member made a serious error by naming individuals as Landlords in the T2 Order, who were not explicitly named in the residential lease agreement.
27. The Landlords submitted that the Member explicitly stated during the hearing recording, that the application would be against only the numbered company, and that the Tenants agreed to such an amendment during the hearing.
28. The Tenants submitted that the Member was not clear whether she was referencing the style of cause for the T2 or T6 application. Further, the Tenants submitted they were distinctly seeking remedies against all the parties listed in their T2 application, because there were dealings over many years with various individuals of the same family, who all met the definition of "landlord" from section 2 of the Act.
29. I find that the Member's verbal determinations were merely *obiter dicta* and non-binding during the hearing. Board Members may make verbal determinations (especially if the issue seems to be on consent of both sides); however, in writing the order, the determinations and decisions might change from what the Member indicated during the hearing. Only upon writing and signing does the order become binding.
30. The fact that the Member also noted during the same portion of the hearing recording that "I will get more information from my end" indicates to me that she was still contemplating the issue of which respondents should be named. It is clear from paragraphs 4 to 6 of the T2 Order, that the Member ultimately came to the conclusion that the T2 application includes allegations and remedies which identifies behaviour or conduct which can be attributed to the Landlord's agents.
31. The Member, after reviewing the evidence, including testimony of the Tenants that for many years they dealt with various agents and directors of the numbered company, that the T2 claims of substantial interference and harassment were found to be proven against individuals, as well as the company.
32. There is no requirement that a tenant must only name the landlord as it appears in their written lease. Section 2 of the Act allows implied and oral tenancies. If the applicant in a tenant application, can prove that a superintendent, property manager, agent, or other employee, director, or principal of the landlord harassed them or substantially interference with them, it would be reasonable to list those individuals as respondents/landlords. Section 2 of the Act is broad in who is a landlord.

33. Section 202 of the Act requires the Board to ascertain the real substance of all transactions and activities relating to a residential complex or rental unit, and allows the Board to disregard the outward form of a transaction or the separate corporate existence of participants.
34. There is also no requirement that tenants remain consistent across various applications, to name the exact same respondent(s) or landlord(s) in separate applications. The nature of the various claims made across the T2 and T6 applications, may be against different people or entities. The same person harassing or interfering with a tenant may not be the same person who has failed to maintain the rental unit.
35. Any arguments about the scope of respondents named in the T2 were already made by the Landlords during the hearing process. The Landlords had ample opportunity to argue the scope of respondents, and the matter was not decided in their favour. This review should not be used to have a second chance to relitigate an issue that was already submitted during the merits hearing.
36. The Landlords failed to prove how the Member keeping all named respondents from the T2 application in the final T2 Order, was a serious error. The Landlords also failed to prove that only a landlord specifically named in a lease agreement must be named as a respondent on a tenant application at the LTB.

No Serious Error for Granting Reimbursement of Chimney Cleaning

37. The Landlords claimed that the Member committed a serious error by granting a remedy (that the Landlords reimburse the Tenants for chimney cleaning costs the Tenants incurred), without first coming to a determination or finding of fact that the chimneys required any cleaning at all.
38. I find that the Landlords are conflating the legal test for T6 claims versus T2 claims in this argument. The chimney issue was presented by the Tenants, not as a breach of section 20 of the Act (a T6 claim), but as a complaint about the behaviour of the Landlords in ignoring the Tenants' repeated requests to take responsibility for maintaining the rental unit in a good state of repair.
39. Rather than acknowledging the Tenants' concerns that even though there are 2 fireplaces, with only 1 working, the Landlords told the Tenants that the Tenants are responsible for maintaining the chimneys in the property.
40. There was no legal requirement that the Tenants prove in the T2 application, that the chimneys required cleaning. The Tenants testified, and the Landlords did not successfully challenge, that only 1 of 2 fireplaces were working. The Tenants testified, and the Landlords did not successfully challenge, that in order to get the fireplace(s) to work, the Tenants had to incur reasonable out of pocket expenses for 2 invoices for chimney cleaning, which they were forced to obtain on their own because the Landlords repeatedly ignored their pleas for maintenance. These determinations led the Member to conclude that the Landlords had substantially interfered with the Tenants' reasonable enjoyment of the rental unit, by pushing the responsibility of the chimneys entirely upon the Tenants, when it is in fact an issue the Landlords should have investigated themselves under their maintenance obligations imposed by section 20 of the Act.

41. The offensive behaviour complained of by the Tenants in the T2 application is not that the Landlords failed to maintain the fireplaces and chimneys. It is a claim that the Landlords substantially interfered with the Tenants by forcing them to investigate and incur costs themselves, for an issue the Landlords were responsible for doing according to the Act.
42. For the Landlords to now say there was no proof that the chimneys needed cleaning at all, would reward the Landlords for delaying investigation, and pushing the maintenance responsibility of the fireplaces and chimneys onto the Tenants since 2023. The time has long come-and-gone, for the Landlords to have actually investigated whether or not the fireplaces and chimney did in fact need cleaning.
43. I find there was no serious error in the Member ordering an award for reasonable incurred out of pocket expenses for the 2 chimney invoices in the T2 application. This is because the Tenants proved the claims made in their T2 application, and the remedy was reasonable given the Landlords' behaviour of ignoring the Tenants' requests to investigate and maintain the rental unit.

It is ordered that:

44. I am not satisfied that there were any serious errors proven by the Landlord(s) in either the T6 or T2 Orders, or in the proceedings.
45. The Landlord(s)' request to review the T6 and T2 Orders is denied. The T2 Order LTB-T-104918-24 issued on October 27, 2025 and the T6 Order LTB-T-086431-23 also issued on October 27, 2025, are both confirmed and remain unchanged.
46. The review interim orders LTB-T-086431-23-RV-IN and LTB-T-104918-24-RV-IN both issued on November 26, 2025, are cancelled. The stays of the T2 and T6 Orders are lifted immediately.

March 30, 2026
Date Issued

Michelle Tan
Vice Chair, 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.