



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-084229-24

In the matter of: 22, 75 ANGLEROCK DR Unit 22
Cambridge ON N1T1T3

Between: Lia Sellmani N/A Sellmani Tenant
Jasmine Leigh Brenneman

And

Cambridge Housing Inc CNPHC Landlord

Lia Sellmani N/A Sellmani and Jasmine Leigh Brenneman (the 'Tenant') applied for an order determining that Cambridge Housing Inc CNPHC (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.
- 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 March 5, 2026.

The Landlord's Agent Nicole Tashner and the Landlord's Legal Representative Peter Schroeder and the Tenant attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

With respect to the T2

1. At the oust of the hearing the Landlord's Legal Representative requested that both the T2 and the T6 portion of the Tenant's Application be dismissed on the basis that neither Application contains sufficient particulars to allow the Landlord to respond. The Landlord's Legal Representative indicated after the adjudicative case conference, which was held on September 23, 2025 an interim order was issued which permitted the Tenant until October 23, 2025 to amend the Application to provide particulars, but she did not do so.

2. As per *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (“Ball”) Applications must provide sufficient details to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met and respond.
3. In this case, I am satisfied that the Tenants T2 Application does not contain adequate particulars, as it lacks clear dates and times, and overall clarity.
4. However, I am satisfied that it is sufficiently clear that the Tenant’s T6 Application alleges that a smell was radiating from the vents of the rental unit, the Application indicates this began on May 1, 2024 and has been ongoing. I am satisfied that this allegation is clear and contains enough details for the Landlord to understand what is alleged, and respond. Therefore, I elected to dismiss the T2 portion of the Tenant’s Application and proceed on the basis of the T6 only.

The T6

5. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
6. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit and did not fail to comply with health, safety, housing, or maintenance standards.
7. The Tenant testified that she moved into the rental unit on May 1, 2024 and became aware of an odour of dog feces coming from the basement on May 2nd or 3rd. She testified that it began to be noticeable as she walked down the first couple of steps towards the basement. She testified that the odour was initially confined to the basement but gradually began creeping its way up and expanding throughout the unit.
8. The Tenant testified that she reached out to Lydon Pearson, who had shown her the unit, and who she believed to be the Landlord, and asked him why there was a dehumidifier running in the basement and he explained that there were issues with a prior Tenant and the basement had been repainted and advised her to leave the dehumidifier running, she did not request that he take any particular action with respect to the odour at that time.
9. She said that the smell began to worsen, and she was provided an email from Lydon Pearson and sent an email on August 1, 2024, asking if anything had been done about the smell on the basement. She testified that she received an email approximately two and half weeks later from a Jennifer Carr, in the Landlord’s maintenance department who indicated that any odour had been nebulised and the basement repainted before the Tenant moved in.
10. She testified that she gave the situation a month or so, then began to call a Cassandra Cook. She testified that she called approximately 9 times, and was hung up on. She testified that the smell remains and is growing by the day. She testified that if she does not have a candle burning, she can smell it, and has put tape over the ducts within the rental unit and does not enter the basement.

11. During cross examination the Tenant testified that she called bylaw and the officer informed her they could not smell the odour because of the weather, and did not smell it as strong as the Tenant did. The Tenant also testified that she had a bylaw odour concerning the smell, but denied to share it with the Landlord's Legal Representative.
12. The Tenant denied that the Landlord treated the unit on November 9, 2024 and claimed that there was dog feces on a rug within the rental unit when she moved in, but had not mentioned this on her Application or her original testimony, because she believed she would receive legal aid to assist with her Application, and did not.
13. The Landlord's Agent Nicole Tashner testified at the hearing. She is a Maintenance manager for the Landlord. She testified that the Landlord had all the ducts within the rental unit cleaned and the basement floors cleaned and painted on August 24, 2024 and the basement treated with "Kixl" to neutralise smells and odours on November 9, 2024.
14. In support of this the Landlord relied on an email from September 24, 2024 explain this treatment to the Tenant and indicating that if the Tenant was concerned about odours the Landlord could arrange for another neutraliser treatment.
15. She testified that she has been responsible for the unit since December 2025 to March 2026 and during that time as received no complaints about odour from the Tenant

Analysis

16. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
17. In the case I am not satisfied that the Tenant has demonstrated that the Landlord has failed to comply with their maintenance obligations.
18. I did not find the Tenants testimony to be reliable. While she claimed that she had a bylaw report detailing the smell, she did not provide this for my review or upon the request of the Landlord's Legal Representative and her own testimony on this issue seemed to suggest that when the Bylaw officer attended, they could not detect the odour, which matches the email the Tenant received from the Landlord on September 24, 2024 which asserts that they were informed by Bylaw that they were not concerned about odour in the rental unit.
19. Additionally, while the Tenant asserted during cross examination that there was dog feces on a rug in the rental unit when she moved in, this was not mentioned in either her initial testimony or the Application, and while the Tenant attributes this discrepancy to a lack of representation, I note that this is the Tenant's own Application, and I am not satisfied that this accounts for the Tenants shifting testimony throughout the hearing.
20. Therefore, as the Tenant has relied on her testimony to substitute the dog feces odour, I am not satisfied that she has done so.

21. Even if I were satisfied that there was an odour in the rental unit, I am satisfied that the Landlord respond appropriately. The unit was clearly thoroughly cleaned don April 24, 2024 before the Tenant took possession, and I accept that the Landlord also performed a further neutralization treatment on November 9, 2024. While the Tenant disputes that this treatment occurred, given the thorough cleaning and treatment performed on the unit in April 24, 2024 I am prepared to accept that t was Laos performed.
22. I also accept that the Landlord's Agent has not received ongoing complaints about the odour from the Tenant. While the Tenant asserted that she had followed up multiple times with a Jennifer Carr, she did nit refer me to any documentation, or records in support of this.
23. Therefore, I am prepared to accept that the unit was thoroughly cleaned and tested by the Landlord prior to the Tenant taking possession, and a further treatment was performed on November 9, 2024, absent proof of further complains by the Tenant, I am satisfied that the Landlord has responded approroately, especially as they had been informed by bylaw that the odour was not a live issue.
24. Therefore, the Tenant's Application shall be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

April 1, 2026
Date Issued

Reid Jackson
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.

