



Order under Section 31 Residential Tenancies Act, 2006

Citation: Ashford v Jones, 2026 ONLTB 27302

Date: 2026-04-02

File Number: LTB-T-011247-23

In the matter of: 3838 ROXBOROUGH AVENUE
P.O BOX 1147
CRYSTAL BEACH ON L0S1B0

Between: Holly Ashford Tenant

And

Todd Jones Landlord

Holly Ashford (the 'Tenant') applied for an order determining that Todd Jones (the 'Landlord') withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on January 6, 2026.

The Tenant, the Tenant's Legal Representative, Frank Mucci, the Landlord, and the Landlord's Legal Representative, Judith Callender, attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant filed a T2 Application on January 12, 2023. The T2 application indicates the ground for filing is the allegation that the Landlord withheld or interfered with a vital service due to an issue with the hot water tank.
3. Subsection 21(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

21 (1) A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

4. "Vital service" is a defined term under the Act, and includes heat for the period September 1 to June 15 of each calendar year: ss. 2(1), *Residential Tenancies Act, 2006*; s. 4, *General*, O. Reg. 516/06.
5. The Tenant testified that on December 29, 2022, the hot water tank repeatedly ignited, prompting her to contact both the Landlord and Enercare to investigate. She stated that the Enercare technician informed her a plumber was required and that the water had been shut off. The Tenant further testified that she understood the Landlord had also contacted Enercare and arranged for a technician to attend the rental unit on December 30, 2022. Although she did not speak directly with that technician, the Landlord later advised her that no issues were found with the water and that he would not be addressing the problem.
6. The Landlord testified that he contacted Enercare immediately after receiving the Tenant's notification on December 29, 2022, and understood that the Tenant had also reached out to the company. He stated that he never intentionally withheld water from the Tenant. He explained that he remained in constant communication with Enercare, though he acknowledged there were communication issues on Enercare's part. He testified that a plumber attended the rental unit on January 2 and January 3, 2023, to assess the problem, and that repairs were completed on January 5, 2023. He further stated that when he spoke with the Tenant on December 30, 2022, she informed him that the water had not been turned off, contrary to her earlier evidence.

Analysis

7. The Tenant's application contains a single allegation, specifically that the Landlord withheld a vital service.
8. For a landlord to be in breach of section 21 of the Act, they must have intentionally done something or omitted to do something, to withhold or interfere with a vital service. This is distinguishable from a situation where a vital service is disrupted as a result of a maintenance issue, which would be covered by the Landlord's obligations under section 20 of the Act; ss. 20 & 21, *Residential Tenancies Act, 2006*. However, it is possible that a Landlord deciding not to address a maintenance issue knowing that the issue is impeding the provision of a reasonable supply of a vital service would amount to a breach of section 21.
9. A landlord is not in breach of section 21 of the Act simply because they are unable to supply a vital service. It is the "reasonable supply" of vital services that landlord may not withhold or interfere with: *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477 (CanLII), para 52.
10. The Tenant bears the burden of proof relative to their application on a balance of probabilities. To prove something on a balance of probabilities, one must present sufficient, clear, convincing, and cogent evidence to establish that is more likely than not that something happened or a fact is true: *FH v. McDougall*, 2008 SCC 53 (CanLII), paras 44-46.
11. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

12. Based on the evidence and submissions before me, I am not satisfied on a balance of probabilities that the Landlord intentionally withheld a vital service or interfered with the Tenant's water supply. The evidence establishes that this was a maintenance issue, which could have been addressed through a T6 application; however, the Landlord responded promptly after being notified by the Tenant, and the issue was repaired on January 5, 2023. While the Tenant may have experienced inconvenience due to inconsistent hot water, the vital service of water itself was not withheld. In the circumstances, I find that the Landlord acted reasonably in attempting to restore hot water to the rental unit.
13. As a result, the Tenant's application shall be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 2, 2026
Date Issued

Susan Priest
Member, 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.