



**Order under Section 130
Residential Tenancies Act, 2006**

File Number: LTB-T-094932-25

In the matter of: 5 CLIPPER ST
DUNSFORD ON K0M1L0

Between: Diane Puckett Tenant

And

David Karpiuk Landlord

Diane Puckett (the 'Tenant') applied for a reduction of the rent charged for the rental unit due to:

- a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex.

This application was heard by videoconference on February 12, 2026.

The Landlord's Legal Representative, Denise Ranger, the Landlord, the Tenant's Legal Representative, Nadine Little, and the Tenant attended the hearing.

Determinations:

1. At the hearing, the Tenant sought to withdraw the application, and I consented to the request.
2. The Landlord was agreeable to this request, however requested legal costs, both against the Tenant and the Tenant's Legal Representative. The Landlord's Representative submitted that the T3 application was filed by the Tenant's Legal Representative, and due to the miscommunication between Tenant and the Tenant's Legal Representative, the attendance was unnecessary and not required. There has been misinformation on the face of the application from the time the Tenant's Legal Representative filed the application and did not request to withdraw the application until the hearing date, even after having discussions between the parties' legal representatives. In addition, the Landlord's Legal Representative submitted that this is a frivolous application, the application has no merit and there was no discontinuation of services as a bedroom does not fall within this application. The Landlord's Legal Representative sought \$175.00 per hour, for a total of 2 hours, totalling \$395.50.
3. At the hearing, the Tenant's Legal Representative submitted that the Tenant moved into the rental unit in March 2025, and did not view the rental unit before moving in. The

Tenant's Legal Representative further submitted that the Tenant accepted the rental unit based on how it was advertised as a 3 bedroom, when in fact the rental unit was a 1 bedroom, as 2 of the bedrooms did not have windows, which contravened the by-laws and fire code. Within the Tenant's application, it noted "unit was listed and represented as a 3 bed is actually a 1 bed- 2 rooms have no window improperly advertised and overcharged".

4. The Landlord's Legal Representative disputed this and said that the Tenant did in fact see the rental unit before moving in and still chose to move into the rental unit after viewing it.
5. When I asked the Tenant directly if she saw the rental unit prior to moving in, the Tenant confirmed that she did view the inside of the rental unit but had limited view of the outside of the rental unit.
6. The Tenant's Legal Representative disputed that costs should be awarded and submitted that there was no egregious behaviour, applications are frequently withdrawn, the application was filed a certain way but could be amended at any time, the Tenant was exercising their rights under the Act, and that the Tenant has also incurred costs to attend the hearing, and there was no harmful intent with bringing this application.
7. This is a T3 application alleging the Landlord reduced or discontinued a service or facility in the last 12 months. I also note that no request to withdraw the application or a request to amend was filed in advance of the hearing.
8. Upon review of the application, and submissions from the party, I am not satisfied this was the proper application to file in relation to the Tenant's issue that the Tenant's Legal Representative filed on behalf of the Tenant. In addition, the Tenant's Legal Representative knew or ought to have known that they filed the incorrect application regarding this issue and that the Landlord and their representative attended the hearing unnecessarily.
9. In accordance with Rule 23.2 of the Landlord and Tenant Rules of Practice, the Tenant will be ordered to pay the Landlord for representation/ preparation fees, in the amount of \$200.00. This amount is calculated by Landlord and Tenant Rules of Practice, rule 23.2, which states *"Where the LTB orders a party to pay the representation/preparation fees incurred by another party, these fees shall not exceed \$100 per hour for the services of a paid representative to a maximum of \$700."*

It is ordered that:

1. The Tenant's application is withdrawn.
2. The Tenant shall pay the Landlord \$200.00 by April 24, 2026.
3. If the Tenant does not pay the Landlord the full amount owing by April 24, 2026, the Tenant will owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.

4. The Landlord has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 13, 2026
Date Issued

Samantha Greaves
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.