



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

Citation: Batchelor v Sireg Management Inc "Simple Investor", 2026 ONLTB 29311

Date: 2026-04-17

File Number: LTB-T-047740-24-RV

In the matter of: 90 Colborne St West
Brantford ON N3T2G5

Between: Steven Batchelor Tenant

And

Sireg Management Inc "Simple Investor" Landlord

Review Order

Steven Batchelor (the 'Tenant') applied for an order determining that Sireg Management Inc "Simple Investor" (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.

Steven Batchelor (the 'Tenant') applied for an order determining that Sireg Management Inc "Simple Investor" (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was resolved by order LTB-T-047740-24 issued on February 6, 2026.

On February 12, 2026, the Landlord requested a review of the order.

On February 13, 2026, interim order LTB-T-047740-24-RV-IN was issued, staying the order issued on February 6, 2026.

This request to review was heard by videoconference on April 8, 2026.

The Landlord's Agent Aamir Tharik and the Tenant attended the hearing.

Determinations:

1. As explained below, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

2. At the start of the hearing, I indicated to the parties that I had listened to the audio recording of the original hearing and examined the documentary evidence referenced.
3. The Tenant's T2/T6 application was heard by the Board on November 10, 2025. The Landlord's agent, A.T., and the Tenant attended. The witness N.T. was also present to testify for the Landlord.
4. At that hearing, the Tenant informed the presiding Vice-Chair that he lives with dysgraphia, which he explained is a neurological disability affecting his writing skills, processing of written information, and ability to organize his thoughts and transcribe these to paper.
5. Based on the Tenant's claims in the application and the evidence presented, the Vice-Chair found that, contrary to the *Residential Tenancies Act, 2006* (the 'Act'), the Landlord and/or their agents:
 - demanded that the Tenant sign a new lease mid-tenancy;
 - allowed disrepair to persist;
 - photographed the unit interior against the Tenant's reasonable objection;
 - ridiculed the Tenant's disability; and
 - intimidated and harassed the Tenant.
6. He also determined that the Landlord failed to accommodate the Tenant's disability by neglecting to allow the Tenant adequate time and third-party assistance to review documents. This was a failure to meaningfully engage in disability accommodation planning with the Tenant pursuant to the Ontario *Human Rights Code* (the 'Code').
7. The Vice-Chair awarded a \$12,000.00 rent abatement and ordered the Landlord to pay a \$5,000.00 administrative fine. The Landlord was required to complete repairs in the rental unit by February 28, 2026, failing which Tenant would be permitted a 10% rent reduction for each full or partial month that the repairs remained incomplete.
8. The Landlord claims that the Board made serious errors during the proceedings and in the order and that the remedies ordered were punitive and excessive. The Landlord's Agent A.T. submits that, had the errors not been made, the outcome would certainly have been more favourable to the Landlord.
9. The grounds of review as presented by A.T. are considered below.

The new lease

10. The Landlord claims that the Vice-Chair erred in finding that the Landlord or their agents demanded that the Tenant sign a new lease mid-tenancy.
11. This ground will almost certainly fail unless the Landlord can show that the Vice-Chair's finding was based on no evidence at all, that he relied on facts not in evidence, or that he denied the Landlord the opportunity to address or rebut the allegation.
12. The Tenant had submitted an audio recording made on his phone of a conversation he had with the Landlord's agent. The Landlord's agent can clearly be heard in the recording telling the Tenant that he must sign a new lease and complete a Tenant Acknowledgment form confirming the number of occupants and pets living in the rental unit. The Landlord did not contest the existence or content of the recording.

13. I find that the Vice-Chair afforded A.T. ample opportunity during the hearing to discredit the evidence and to present evidence to the contrary.

14. Therefore, this ground of review is without merit.

The alleged interference by the Tenant with respect to repairs

15. In response to the Tenant's complaint that the Landlord failed to fix disrepair in the unit, the Landlord justified the failure to do the work by claiming that the Tenant almost always aggressively interferes with the contractors to the point that the workers leave the unit in frustration before completing the necessary work. This makes it impossible to do the work.

16. Although A.T. had the opportunity, he did not produce any documented incidents or invite a contractor to give supporting testimony and evidence.

17. The Vice-Chair rightly found that ongoing disrepair and the Landlord's neglect in completing repairs are not excused simply because repairs were difficult or contentious, unless the Landlord has taken reasonable legal steps to obtain a resolution. The Landlord did not present any notices of termination for that purpose or direct the Vice-Chair to an LTB order addressing the Tenant's alleged obstructive conduct.

18. This ground of review is denied.

The dispute about taking photos and videos during entries to the rental unit

19. The Landlord disputes the Vice-Chair's determinations about the Landlord's agents taking photos of the interior of the unit and about the Tenant's objections to that practice.

20. The Vice-Chair found that there was no evidence that the Landlord provided a proper notice of entry specifying what photographs would be taken and for what purpose and that the Tenant, not knowing the purpose of the recordings, reasonably denied permission based on privacy concerns.

21. The order shows that the Vice-Chair carefully considered and applied the correct legal analysis to resolve this claim.

22. I am satisfied that the Landlord has not presented any compelling reasons to interfere with the Board's determinations on the first three review grounds as submitted.

Accommodating the Tenant's disability

23. The Vice-Chair accepted the Tenant's uncontested evidence that the Landlord and/or the Landlord's agents ridiculed his disability, and did not afford him adequate time or opportunity to review documents given to him.

24. He found that the Landlord failed to meaningfully attempt to engage in an accommodation process with the Tenant in accordance with the *Code*.

25. These findings anchor the decision firmly in a human rights analysis, over which the Board has broad remedial authority.

26. A.T. argues that that Tenant only testified vaguely about ridicule and provided no other proof of discriminatory conduct and so the Board should have rejected this claim.

27. Having had the opportunity to hear the evidence firsthand and assess the credibility of the witnesses, the Vice-Chair accepted the Tenant's testimony as credible. The Landlord did

not present any material witnesses to counter the allegations or to show that the Tenant's testimony was inaccurate or unreliable.

28. Simply submitting that the Vice-Chair should have preferred the Landlord's denial or alternate version over the Tenant's stated experience does not meet the review threshold.
29. A.T. also submits that the Vice-Chair seriously erred by declining to accept N.T.'s testimony that the Landlord's agents respected the Tenant's disability, were always intending to be helpful and that they appropriately accommodated the Tenant by carefully reviewing written documents with the Tenant over the phone or by text message.
30. As the Vice-Chair noted, the duty to accommodate under the *Code* is individualized and proactive. It involves a process and is not accomplished by gestures. He correctly found that merely reading or summarizing documents, without allowing the Tenant time to review the document and to engage third parties to assist him to understand the content and consequences as necessary, did not amount to purposeful disability accommodation. The review request on this ground appears to be solely based on a challenge to the Board's human rights analysis. As the Landlord's complaint is sufficiently addressed in the order, this ground of review is also dismissed.

Rent abatement

31. A rent abatement is one of the most common remedies available under the Act for loss of reasonable enjoyment, harassment, interference, and/or persistent disrepair. Compensation acknowledges that these kinds of breaches generate a recognizable and generally accepted level of mental distress for the aggrieved tenant.
32. The \$12,000.00 award must be understood in context. The Vice-Chair made multiple findings of substantial interference and harassment, including disability-related conduct that was unwelcome and did not satisfy Code requirements. There was no error in finding that the Landlord failed to effectively accommodate a known disability and this omission resulted in a significant disadvantage to the Tenant.
33. Where breaches are serious, cumulative, and dignity-related, the Board routinely awards substantial compensation. These determinations are not easily overturned on review.
34. The LTB Interpretation Guideline 8: Review of an Order is a helpful resource. It states that "awarding specific remedies involve an exercise of the original hearing Member's discretion and are entitled to deference"; the LTB will not exercise its discretion to review a decision where the result is within the range of reasonable, acceptable outcomes.
35. Here, the Vice-Chair properly accounted for the Tenant's evidence and proceeded to find that the Landlord and/or their agents engaged in substantial interference, harassment and intimidation despite the Landlord's blanket denials (paras. 44, 50, 51, 67 and 68 of the order). I find that the Vice-Chair exercised his discretion reasonably and not capriciously. There is no basis to interfere with his conclusions.

Imposition of an administrative fine

36. The Board considers imposing administrative fines to encourage compliance with legal obligations, to act as general deterrence, and to promote accountability.
37. The order states, at para. 75:

“In the present case, the Landlord does not appear to respect that the Tenant has a disability that requires an accommodation, and they have not provided any direction to their staff or agents to provide this. The Landlord has also unfinished repairs that they appear to have abandoned. These are in my view particularly egregious in that it reflects poorly on how a vulnerable person is being treated in their home.”

38. A.T. points to the fact that the Vice-Chair stated he was not aware that the Landlord had been previously fined under the Act. He submits that this was to the Landlord's benefit and so either a fine should not have been ordered in the circumstances or, alternatively, the fine should have been nominal.
39. He may have misconstrued the Vice-Chair's reasoning – that is, the fine would likely have been higher had there been evidence that the Board had previously found that the Landlord demonstrated a similar blatant disregard for the Act.
40. The Vice-Chair identified recurring themes of concern throughout, which were that (i) the Tenant perceived and had cause to believe from the Landlord's agents' repetitive conduct that his disability was not to be treated seriously and (ii) when he objected to their intimidating, harassing behaviour, they unfairly characterized him as “aggressive”.
41. I am not satisfied that the amount of the fine is unjust. The imposition of a fine and the amount of the fine in these circumstances accords with the LTB's Interpretation Guideline 16 - Administrative Fines. On that basis, this ground of review is also denied.
42. In summary, the Vice-Chair made reasonable determinations of the facts; reasonable determinations cannot be interfered with on review. There was nothing in the Landlord's submissions which establish that the Vice-Chair misapplied the law. Finally, contrary to the Landlord's claims, the Vice-Chair's exercise of discretion in formulating appropriate remedies does not represent a marked departure from the norm and is thus entitled to considerable deference.
43. A review is not an opportunity to re-argue the issues in the hopes of achieving a different outcome. In my view, that is precisely what the Landlord set out to accomplish on review.

It is ordered that:

1. The request to review order LTB-T-047740-24, issued on February 6, 2026, is denied. The order is confirmed and remains unchanged.
2. The interim order, issued on February 13, 2026, is cancelled.
3. The stay of order LTB-T-047740-24 is lifted immediately.

April 17, 2026

Date Issued

Elle Venhola

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.