



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-089400-24

In the matter of: B, 142 GARRARD RD
WHITBY ON L1N3K6

Between: Angela Weathers Tenant

And

Patricia Edmonds Landlord

Angela Weathers (the 'Tenant') applied for an order determining that Patricia Edmonds (the 'Landlord') collected or retained money illegally (T1).

The Tenant also applied for an order determining that the Landlord entered the rental unit illegally, or substantially interfered with the Tenant's reasonable enjoyment of the rental unit or residential complex or with the reasonable enjoyment of a member of the Tenant's household, or that the Landlord harassed, coerced, obstructed, threatened or interfered with the Tenant, and that the Landlord withheld or interfered with vital services (T2).

Finally, the Tenant applied for an order determining that 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 (T6).

This application was heard by videoconference on April 9, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Elaine Page, a licensed paralegal. The Tenant was accompanied by a number of witnesses: Susanne and Randy Emery, her parents; Dawn Campbell, a former tenant in the upstairs unit of the residential complex; and, Che Yee Woon, her partner. All witnesses were excluded from the hearing room prior to the giving of their evidence.

Determinations:

T1 – Money Illegally Retained or Owing

1. After the hearing of the Tenant's evidence regarding this issue, the parties agreed that there was an amount owing by the Landlord to the Tenant. The parties agreed that the amount is \$150.00.

T2 – Substantial Interference with Reasonable Enjoyment, Harassment or Coercion

2. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
3. The Tenant made three distinct claims in her T2 Application, these being that the Landlord failed to maintain the heat in her unit at a temperature that was comfortable for her (\$2000.00); that the Landlord failed to attend to a water leak in her unit in January 2024 (\$2000.00); and that beginning on June 28, 2024 the Landlord engaged in instances of harassment and intimidation (\$15,000.00).

A. Temperature in the Unit in September 2024

4. As for the claim regarding the temperature in the rental unit, the Tenant testified that the residential complex was a split-level home. The Tenant's unit is in the basement but was above-ground. Much of the Tenant's unit was under the balcony which extended from the back of the upper unit. The upper unit at the back side of the house consisted of large windows which covered most of the back of the unit. The Tenant testified that because of the physical configuration of the home, the upstairs unit was much warmer than her unit.
5. The Tenant testified that while the upper unit was occupied, she did not have difficulty with the temperature. She testified that after the upstairs tenant, Dawn Campbell, moved, the Landlord installed a Nest temperature control system. She testified that the Landlord would not allow her to have the Nest App on her phone so that she could regulate the heat. The Tenant testified about one instance where the temperature was unacceptable to her. She stated that on the Labour Day Weekend of 2024, that on September 1 and September 3, the temperature in the unit was 9 degrees Celsius because the air conditioning was on. The temperature outside the home was 23 or 24 degrees as was shown by photographs from the Nest provided by the Landlord.
6. The Landlord testified that any time the Tenant called her to complain about the temperature in her unit, she immediately adjusted the heat. The Tenant did not challenge this evidence. Neither party testified as to how many times these calls were made. I accept the Landlord's evidence that if calls were made about temperature she responded to them immediately.
7. I further do not accept that even if there was a problem with temperature on one weekend in 2024 this rises to the level of substantial interference. Finally, even if this one instance does constitute interference with the Tenant's enjoyment of the rental unit, I find the claim to be unreasonable and inflated.

B. Water Leak

8. The Tenant testified that a water leak in the unit began on January 27, 2024. The leak was fixed on January 29, 2024. The leak arose as a result of a pin hole leak in the pipe above the Tenant's unit. The leaking only occurred while the water in the Tenant's unit was in active use. The Landlord advised the Tenant to be sparing in her use of the water until the leak could be fixed. She suggested that the Tenant fill some buckets and the bathtub as a stop gap measure. The Tenant was highly offended by this suggestion as was apparent during her evidence.
9. Firstly, the claim for a leak is a maintenance issue; and, therefore improperly brought as a substantial interference claim. However, I have chosen to deal with the claim as it was before me. Even if the Tenant had brought this as a maintenance claim, I find that it has no merit. In *Onyskiw v. CJM Management Ltd.*, 2016 ONCA 477, the court held that the reasonableness of a landlord's conduct must be considered in evaluating a maintenance claim. In this case, there is no evidence whatsoever that the Landlord failed to maintain the plumbing system properly. Further, the Landlord took immediate and effective steps to repair the leak by hiring professional plumbers. The leak was identified on January 27th and fixed on January 29th. The speed with which the problem was repaired was entirely reasonable.

C. Harassment and Coercion

10. The Tenant's claim for harassment and coercion is rooted in the delivery of the N12 Notice of Termination by the Landlord for occupation of the rental property by the Landlord's son.
11. The Tenant testified that following delivery of the N12, she requested the return of \$850.00 which she characterized as an illegal deposit being a deposit for keys. She stated that the Landlord's legal representative wrote to her and advised that if she did not confirm that she, the Tenant, was leaving the unit in accordance with the termination date stated in the N12 an L2 application would be filed with the LTB. The Tenant says that the failure to address the "illegal" deposit and the reference to the L2 constitutes harassment. The Tenant testified that on August 6 she wrote to ask about the \$850.00 once again and that she stated she would withhold it from her rent if it was not paid and the Landlord's legal representative told her that doing so would affect her credit score. Again, the Tenant testified that this in her mind constituted harassment.
12. I do not find there to be anything harassing or coercive about this entirely normal series of interactions between the Tenant and the Landlord's legal representative. The Landlord's representative was focussed on the issue of the termination of the tenancy and she was retained to achieve this objective. All monies owing to the Tenant consisting of the "illegal" deposit were paid in due course.
13. The Tenant also has some complaints about parking. In short, the driveway of this residential complex has room to park nine vehicles in what the parties describe as three lanes. Namely three side by side lanes where three cars can be parked in tandem. There were assigned lanes of parking which did change at one point after Ms. Campbell vacated the upper unit. The Tenant complained of two (2) instances in August of 2024 when the Landlord parked behind her car. On one occasion, the Tenant's partner honked the horn

and the Landlord ran out and moved her car. On the second occasion, the Landlord was not asked to move her car, the position of her car was merely noted. I find this claim to be entirely without merit. The Landlord explained that she parked in this manner because she was expecting a trade with a large truck and wanted to keep the one parking lane open for him. The Tenant was not inconvenienced at all. This is not an incident that can reasonably be interpreted as harassment or substantial interference.

14. There are several other complaints of harassing behaviour which include some noise from repairs being done to the upstairs unit in August 2024. These were not only not complained of at the time but are so minor in nature that I find them to be without merit.
15. The Tenant advised that she would no longer be cutting the grass, as was her obligation under the lease, in July of 2024. The Landlord took over this obligation and the Tenant made complaints about the way this was being done. She complained that the Landlord was using an electric lawnmower and that while she was mowing, the cord for the lawnmower was dangling over the pool momentarily. Neither the Tenant or any member of her family was in the pool at the time. The Tenant not wanting to continue with the responsibility of cutting the grass cannot now claim that the Landlord was doing it improperly. Again, this complaint is without merit.
16. The one complaint made by the Tenant which requires some detailed attention is an incident that occurred on September 4, 2024. The pool was being closed by a professional pool company retained by the Landlord. It was the warm weekend described above in connection with the temperature claim. The pump used to empty the pool was stationed outside the Tenant's door as it had been every year of the Tenant's tenancy without issue. On this day, the Tenant wanted fresh air in her unit and left the door open. Some of the fumes from the pump entered the Tenant's unit and set off the CO2 detector. The Tenant asked the Landlord to call the fire department to attend to the detector and left the unit to pick up her daughter from school. On the Landlord's evidence, as well as the documentary evidence of the pool company (Exhibit 12) the CO2 detector alarm was not active when they left the property.
17. The Tenant testified that the CO2 alarm was on when she returned home and that she called the fire department. The Fire Department Report (Exhibit 13) recorded a minimal amount of CO2 in the unit which was cleared by the use of fans. On the totality of the evidence, I find that the CO2 incident was an accident contributed to by the Tenant in leaving open her door beside a running combustion engine which was in use for only a few hours. This incident in no way can be interpreted as harassment or coercion by the Landlord and the claim is entirely without merit.
18. The final complaint of harassment relates to the L2 filed by the Landlord. The Tenant testified that she was not made aware that the L2 would not be proceeding as scheduled because she vacated the unit. While it may be considered discourteous, it is hardly harassing.

T6 – Maintenance Failures

19. As explained below, the Tenant did prove the allegations set out in the application on a balance of probabilities.

20. The Tenant's complaints about the Landlord's maintenance failures are comprised of her complaints about snow removal, grass cutting and pool maintenance.
21. Regarding the grass cutting, the Lease Agreement between the parties (Exhibit 4) clearly sets out the Tenant's obligations to cut the grass. Similarly, the lease also sets out the Tenant's obligations to clear the snow from the property. Prior to her divorce, the Tenant lived around the corner from the rental unit in a single-family dwelling. She agreed that she was aware of the amount of snow that falls every winter in this area and the rate at which grass grows in the summer. She candidly stated that she was simply unaware of the magnitude of work that she was accepting under the lease. It may be that the Tenant took on more responsibility than she anticipated but that does not constitute a maintenance failure by the Landlord. Further, the Tenant never complained about the grass cutting or snow until July 2024 at which time the Landlord immediately took over this chore.
22. The Tenant complained about overgrown trees on the property and a hedge that grew quickly and impeded parking in the driveway. The Landlord provided a receipt to evidence that upon receiving the Tenant's only complaint she retained a professional arborist to cut back the trees and shrubs in a timely manner.
23. The final area of contention in maintenance was the pool. The Lease Agreement at page 14 clearly states that the Landlord is responsible for the opening and the closing of the pool. The Tenant was responsible for the general maintenance, chemicals and daily pool maintenance including the cleaning of the filter and filter basket. The Tenant complained that once the pool was "opened" by the pool company about one week of intensive attention to the pool was required. This constituted regular skimming of the pool to remove large chunks of algae and repeated hourly cleaning of the filter and basket as the algae being caught by the filter would damage it burning out the pump if it was not removed. The Tenant complained at the hearing that she always had to take a day off work to attend to the pool. The Landlord did not dispute the Tenant's contention, and I accepted photographs into evidence that supported her evidence; however, the lease requires the Tenant to undertake the general maintenance of the pool and I specifically find that once opened by the professional pool company the skimming of the pool falls into the general maintenance category.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$198.00 This amount represents:
 - \$150.00 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 28, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by April 28, 2026, the Landlord will owe interest. This will be simple interest calculated from April 29, 2026 at 4.00% annually on the balance outstanding.

April 17, 2026
Date Issued

Christina Budweth
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.