



Order under Section 31 Residential Tenancies Act, 2006

Citation: Solway v 2434013 Ontario Inc., 2026 ONLTB 31936

Date: 2026-04-22

File Number: LTB-T-082725-23

In the matter of: 2, 39 MACDONELL AVE
TORONTO ON M6R2A3

Between: Kylie Solway
Valeria Bonifaz Tenants

And

2434013 Ontario Inc. Landlords
IPG Management Group

Kylie Solway and Valeria Bonifaz (the 'Tenants') applied for an order determining that 2434013 Ontario Inc. and IPG Management Group (the 'Landlords'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenants replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- withheld or interfered with their vital services or care services and meals in a care home.
- failed to meet the Landlords' 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 September 4, 2025, and January 7, 2026.

The Landlords' Agent, Mary Scott, the Landlords' Representative, Allistair Trent, and the Tenants attended the hearings. The Landlords also had two witness present at the January 7, 2026 hearing, Irshad Ali and Robert Swiatkowski.

Determinations:

1. At the hearing, the Tenants focused their evidence on only the substantial interference and maintenance claim regarding how the Landlords inadequately dealt with removal of the deceased tenant of another unit and confirmed that was the only claim they were pursuing. As such, the Tenants abandoned their claims regarding altered locks, withholding vital

services, and all other maintenance claims and I have made no determinations on those claims.

2. As explained below, the Tenants did not prove the remaining allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed
3. 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.
4. The Tenants' remaining allegations deal with what they claim to be the Landlord's substantial inference with their reasonable enjoyment of the rental unit and residential complex for failing to properly address cleaning up after another tenant passed away in an adjoining rental unit and the Landlord's lack of maintenance as far as it relates to the same.
5. The Tenant, Kylie Solway ("KS"), testified that the Tenants smelled what they thought was a gas leak in September 2022, but it turned out to be that the tenant in an adjoining rental unit had passed away and no one had discovered this. KS testified that there was blood and bodily fluids that had leaked from the deceased tenant into the Tenants' rental unit and the Tenants ended up relocating due to the smell.
6. KS testified that the Landlord notified the Tenants on October 20, 2022, that the cleaning of the residential complex had started but on October 26, 2026, the Tenants raised issues with their lack of satisfaction with the cleaning. KS testified that the Tenants began insisting on a forensic certificate because they were not confident that the Landlords would complete the cleaning properly or according to by-laws regarding dealing with bio-medical waste disposal.
7. KS testified that as of October 26, 2022, the parties agreed to terminate the lease with a termination date of November 30, 2022.
8. The Tenant, Valeria Bonifaz ("VB"), testified that the Tenants did not feel confident in the communication received from the Landlords. VB testified that the Tenants had to pull information from the Landlords. VB testified that even in November the smell remained, and many of the Tenants personal items had to be disposed of. VB testified that had the Landlords provided the forensic certificate the Tenants would have stayed as they would have had piece of mind.
9. The Landlords' Agent, Mary Scott ("MS"), testified that she is the current Property Manager for the Landlords and is familiar with this file. MS testified that Mona Badi ("MB") is a previous employee of the Landlords who had been dealing with this matter. MS testified that the Landlords were advised by the police on October 13, 2022, that the deceased tenant's unit was released. MS testified that the Landlords' insurance company handled the clean up of the deceased tenant's unit and the residential complex. MS testified that the scene was released, and quotes were obtained within a week for appropriate cleaners.
10. MS testified MB was the one that handled coordinating the cleaners, and the Landlords did provide the emails between MB and the cleaners that were hired. The emails indicated the cleaning was completed by October 26, 2022, but the certification would not follow until payment had settled with the insurance company. MS testified that the Tenants had

already terminated the tenancy by the time they were seeking confirmation via forensic certification.

11. Both the Tenants and the Landlord provided the police report. According to the police report the police had attended the residential complex on September 28, 2022, to accompany a Landlord's Agent to determine where the gas leak was coming from but it was determined that it was actually the smell from the deceased tenant. The police report indicates that the deceased tenant was removed from the residential complex that day, but the scene was not released until October 13, 2022 due to the police investigation.
12. 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. Although *Onyskiw* deals with a breach regarding a maintenance obligation, I am satisfied that the Court of Appeal provides a guiding framework for the analysis of alleged breaches in other situations, including substantial interference.
13. To my mind, what the Court of Appeal is urging in *Onyskiw* is for the Board to pay attention to the "big picture" in each case - to take a hard and practical look at what is really going on in each matter, including scrutiny of the essential basis/nature of a tenant's complaints (para. 86) and the steps, if any, taken by the Landlord (para. 19 through 21).
14. In this case, I am not satisfied that the Landlords acted unreasonably. This was an unfortunate circumstance and the Landlords' response, while not perfect, was reasonable. While I agree with the Tenants that the communication from the Landlords could have been a little more fulsome, that would not have changed when or how soon the Landlords could have accessed the deceased tenant's rental unit and the residential complex to begin cleaning and remediating.
15. I am satisfied that obtaining quotes and securing a cleaner within one week of the scene being released is a reasonable amount of time. Furthermore, the residential complex was fully cleaned and ready to be reinhabited by October 26, 2022, 13 days after being released by the police. I am satisfied that this is a reasonable amount of time based on the cleaners having to clean multiple units and multiple floors and having to remove bodily fluids.
16. While I appreciate that the Tenants wanted the forensic certificate, they were informed that it would take time to be provided, and the Tenants had already terminated the tenancy. Their insistence on the certificate, does not change the reasonableness of the Landlords response in this matter.
17. Based on the evidence before me, I am not satisfied that the Tenants have carried their burden to demonstrate that the Landlords acted unreasonably in the circumstances and therefore somehow substantially interfered with the Tenants reasonable enjoyment of the rental unit or residential complex.
18. For the same reasons I am also satisfied that the Landlord did not breach their maintenance obligations as it pertains to the Tenants claim that the Landlord failed to adequately address the consequences arising from the deceased tenant.

19. Therefore, the Tenants' application is dismissed.

It is ordered that:

1. The Tenants' application is dismissed.

April 22, 2026
Date Issued

Nicole Pedron
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.