



Order under Section 31 Residential Tenancies Act, 2006

Citation: Phillbrick v ALVES, 2026 ONLTB 13412

Date: 2026-04-22

File Number: LTB-T-073505-25

In the matter of: 2, 451 KING ST E
HAMILTON ON L8N1C5

Between: Sean Phillbrick
Chantal McDonald Tenant

And

Deny Alves Landlord

Sean Phillbrick and Chantal McDonald (the 'Tenant') applied for an order determining that Deny Alves (the 'Landlord') withheld or interfered with their vital services.

The Tenant also 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.

This application was heard by videoconference on September 26, 2025, November 4, 2025, and January 30, 2026.

The Tenants attended all three hearings.

The Landlord did not attend any of the hearings. I was satisfied that the Landlord had been duly notified of the hearing by both the LTB and the Tenants. Therefore, the hearing proceeded uncontested.

Determinations:

Preliminary Issue: Confirming Landlord/Owner of Property

1. At the first hearing on September 26, 2025, the Tenant presented evidence that they had not paid rent for nearly a year, but that the Landlord did not care. There were no applications against the Tenants for rent arrears initiated by the Landlord.
2. There was concern that the Landlord may not have been properly identified on the application.

3. After the November 4, 2025, hearing, the Tenants were directed to approach the municipality to confirm who owns the property. At the hearing on January 30, 2026, they provided sufficient evidence that Deny Alves not only owns this property but has several by-law/building code infractions issued by the city of Hamilton against him.
4. Based on this evidence, I am satisfied that Deny Alves is properly identified as the Landlord on this application. One can also infer based on the lack of response from the municipal government and the LTB's communications, that the Landlord appears to be avoiding responsibility.

Merits of Application

5. The Tenant alleges that the Landlord has withheld the vital services of electricity and heat.
6. The Tenant also alleges that the Landlord failed to maintain the electrical service, the heat, or maintain pest control or cleanliness in the rental unit. The Tenant also alleged that the Landlord failed to repair broken windows and a broken entrance to the rental unit.
7. The Tenant testified since September 2024, the furnace has not functioned properly.
8. The Tenant testified that in January 2025, a fire occurred in the front foyer of the residential complex. To access the building, the fire department had to break through one of the Tenant's doors. The door was never repaired after the fire, which made keeping any heat in the rental unit impossible.
9. The Tenant testified that as of May 2025, the electricity began to flicker in and out. As of June 2025, the electricity finally ceased working altogether. The only electrical used was supplied by a small generator.
10. The Tenant informed the Landlord of the issues several times, including on November 6, 2022. The Tenant stated that the Landlord would often ignore the maintenance requests.
11. The Tenant testified that the Landlord stopped collecting rent as of July 2025. No N4, or application has been filed by the Landlord against the Tenant. The Board's records confirm this.
12. The Tenant presented several by-law notices and orders against the Landlord that, to this date have not been responded to. The violations include building code violations such as unrepaired structure such as windows, doors and the fire damage in the foyer. Other charges include failing electrical inspection, and the gas main to the residential complex requiring repair before the supply of natural gas could be restored.
13. Pursuant to section 20(1) of the Act, a Landlord is required to maintain and keep in good repair the rental unit and common areas of the residential complex. I am satisfied that the Landlord has breached this section of the Act.
14. Pursuant to section 21 of the Act, a landlord shall not interfere with the reasonable supply of a vital service, which includes, heat, and electricity. Section 21(2) of the Act confirms that a landlord can be found to have withheld the vital service if they fail to pay for the service. Based on the issues of repair required to supply that service, I am satisfied that section 21 of the Act has been breached by the Landlord.

15. Based on the Tenant's submissions, I am satisfied that the Tenant have proven, on a balance of probability, the claims made on their T2 and T6 applications.

Remedies

16. The Tenant is seeking out-of-pocket expenses incurred as a result of the Landlord's failure to maintain the rental unit in a habitable condition.
17. They are seeking \$4,800.00 for space heaters, blankets, food, battery operated lights and extension cords. At the hearing, the Tenant was unable to provide receipts for any of these items. I do find that, on a balance of probabilities, that the Tenant would have had to spend a substantial amount on pre-cooked food, battery operated lighting and items to keep them warm. I would also point out that the out-of-pocket expenses were incurred over a year. For this reason, I am satisfied that the Landlord should reimburse the Tenant \$2,500.00 for the above, out-of-pocket expenses.
18. The Tenant stated that when the weather was too cold, they had arranged with a local strip motel to shelter the Tenants for \$130.00/day. The Tenants claimed that they paid a total of \$3,700.00 to the motel. The motel stays were necessitated because the temperatures over the winters became too cold to survive in the rental unit. \$3,700.00 would be approximately a one-month stay; however, the dates the Tenant stayed at the motel had been spread throughout the winter months. The Tenant did not provide receipts of the motel stays; however, I find that \$130.00/day would be a reasonable fee considering the accommodations, and that the amount of \$3,700.00 is more than likely a conservative figure of how much the Tenant paid. Therefore, I find it reasonable for the Landlord to reimburse the Tenant \$3,700.00 for their rehousing expenses.
19. The Tenant is seeking \$2,500.00 in out-of-pocket expenses and labour costs for replacing a toilet, drywall repair and painting. The Tenant is seeking \$2,500.00 for the combination of labour and out-of-pocket expenses. The Tenant provided some photos of the work they did in the rental unit, including the repainting of the rental unit, some common areas of the residential complex and the new toilet installed.
20. Based on the uncontested evidence before me, I am satisfied that the Tenant should be paid \$2,500.00 for materials and labour maintaining the bathroom, and walls in the rental unit and complex. Therefore, the Landlord shall pay the Tenant \$2,500.00.
21. The Tenant is also seeking that the Landlord pay an administrative fine.
22. Pursuant to LTB- Interpretation Guideline 16; an administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance.
23. The Tenant has been awarded \$8,700.00 by the LTB at this point. However, I also note that there are several other orders from the City of Hamilton against the Landlord, in which the Landlord appears to be content to not address. The Tenant went to lengths to bring evidence that the Landlord still owns this property as well as several other properties in the Hamilton/Burlington area. There is no evidence that the Landlord is severely incapacitated

or worse, otherwise someone representing the Landlord's estate would have been involved in at least one of the multiple legal challenges put against him, including this application.

24. I find it more likely that the Landlord is avoiding contact.

25. I find that in a circumstance such as this, a fine would be appropriate, in part, as it would act as a deterrent to future landlords ignoring the Board's processes.

26. Therefore, I find that a \$10,000.00 administrative fine would be reasonable under the circumstances.

It is ordered that:

1. The total amount the Landlord / Landlord's Agent / Superintendent shall pay the Tenant is \$8,700.00. This amount represents:
 - \$6,200.00 for out-of-pocket expenses incurred by the Tenant as a result of the Landlord's breaches of the Act, and
 - \$2,500.00 for materials and labour for maintaining parts of the rental unit and the residential complex.
2. The Landlord shall pay the Tenant the full amount owing by May 10, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 10, 2026, the Landlord will owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$10,000.00 by May 10, 2026.

April 22, 2026

Date Issued

Robert Brown

Vice Chair, 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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.