



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-056552-25

In the matter of: 10, 477 DEAN AVE
OSHAWA ON L1H3E4

Between: Chantal McKenzie Tenant
Samuel McKenzie

And

Dean Avenue Residence Inc. Landlord

Chantal McKenzie and Samuel McKenzie (the 'Tenant') applied for an order determining that Dean Avenue Residence Inc. (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

An Adjudicative Case Conference (ACC) was held by videoconference on April 16, 2026.

Only the Tenant attended the hearing.

As of 11:14 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,048.00.

Substantial interference

2. The Tenant's evidence was uncontested. The Tenant testified that the tenancy began on April 1, 2024, that the monthly rent is \$2,665.00, and that the rental unit is a townhouse. The Tenant's evidence was that, when the tenancy began, the unit had a usable front access with stairs leading to the front door area. The Tenant testified that on July 10, 2025, the Landlord arranged for contractors to remove those stairs and block that front access with a wooden fence and gate, without prior notice or consent. The Tenant's evidence was

supported by photographs and by the written complaint sent to the Landlord on July 10, 2025.

3. The Tenant explained that the blocked access had been important to the family's daily use of the unit. According to the Tenant, before the work was done, the family could move freely through that area, walk directly to their vehicle, receive deliveries such as Amazon packages, and use the front yard more easily. The Tenant testified that, after the stairs were removed and the fence was installed, the family could no longer use the front access in the same way and could no longer enter through the front route. Instead, they had to use the other access through the inside of the building. The Tenant's evidence was that this alternate route is less clean, has unpleasant odours, passes by other people's storage or belongings, and is less convenient for groceries, furniture, winter access, and general movement in and out of the home.
4. Section 22 of the *Residential Tenancies Act, 2006* (the 'Act') provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit or the residential complex for all usual purposes by a tenant or members of the tenant's household. A Tenant may apply to the Board for a rent abatement where the Landlord has substantially interfered with reasonable enjoyment, and the Board may also order the Landlord to stop the activities complained of.
5. I am satisfied, on a balance of probabilities, that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit. I accept the Tenant's uncontested evidence that the Landlord unilaterally removed a front access that existed when the tenancy began and replaced it with a fence and gate, with the result that the Tenant and the Tenant's family could no longer use the front route to enter the unit. I accept the Tenant's evidence that the family could no longer use the front access in the same way for daily movement, groceries, deliveries, furniture, and general access to the unit, and instead had to use an interior route through the building that was less convenient and less suitable for the household. On this evidence, the interference was significant and was not minor or trivial.
6. I also accept that the Tenant raised the concern promptly with the Landlord in writing on July 10, 2025, and that no meaningful response was provided before the hearing.
7. Therefore, I find that the Landlord did substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

Remedies

8. With respect to remedy, I find that a rent abatement is appropriate. The Tenant requested \$1,000.00 from July 2025 onward. In my view, a lump sum rent abatement of \$1,000.00 is fair in all of the circumstances. The interference was substantial, but the Tenant did retain another means of access to the unit and continued to reside there. I therefore find that \$1,000.00 fairly reflects the impact proven on the evidence.
9. I also find it appropriate to make a further order requiring the Landlord to provide reasonable front access to the rental unit. I am not ordering the Landlord to remove the existing fence or to reconstruct the premises in any particular way. However, I am satisfied that the Landlord should be required, within a reasonable time, to provide reasonable front

access to the rental unit or equivalent exterior front access so that the Tenant is no longer required to rely solely on the interior route through the building. That remedy is appropriate under section 31 of the Act.

10. This order contains all of the reasons for the decision. No further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,048.00. This amount represents:
 - \$1,000.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 8, 2026, the Landlord will owe interest. This will be simple interest calculated from May 9, 2026, at 4.00% annually on the balance outstanding.
4. The Landlord shall, within 60 days of the date of this order, provide reasonable front access to the rental unit or equivalent exterior front access to the unit.

April 27, 2026
Date Issued

Joy Xiao
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.