



Order under Section 31 Residential Tenancies Act, 2006

Citation: Chambers v Milldon Living, 2026 ONLTB 32720

Date: 2026-04-29

File Number: LTB-T-055846-25

In the matter of: 309, 2 QUEBEC ST
GUELPH ON N1H2T2

Between: Dustin David Chambers Tenant

And

Milldon Living Landlord

Dustin David Chambers (the 'Tenant') applied for an order determining that Milldon Living (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.
- did not give the Tenant a written tenancy agreement for their care home unit or the agreement did not include information about care services and means and/or the charges the Tenant agreed to pay for them.

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 April 21, 2026.

Only the Landlord's Legal Representative, Kate Schoffer, and the Landlord's Agent, Lisa Fischer, attended the hearing.

As of 9:30am the Tenant 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. The Landlord's Agent confirmed that they attempted to phone the Tenant and email the Tenant to remind them to come to the hearing. It is also noted that the Tenant made several submissions recently regarding evidence for matter, LTB-L-083621-24, which was heard by Member Hatzantonis in my presence in the same hearing room. Based on a sum of the circumstances, I am satisfied that the Tenant was aware of today's hearing.

Determinations:

Preliminary Issue- Is Dustin Chambers a Tenant?

1. This matter was heard alongside LTB-L-083621-24 on April 21, 2026. The Landlord's A2 application was issued to determine that the Dustin Chambers (DC) was an unauthorized occupant.
2. During the hearing, it was determined that the Landlord had become aware of DC's occupation of the rental unit as of January 2025. The amended A2 application was submitted by the Landlord on May 12, 2025, seeking to add DC to the application.
3. Pursuant to Rule 15.3 of the LTB- Rules of Procedure, a main consideration of whether to accept an amendment to an application, is whether the amendment was made as soon as the need for the amendment was discovered. Member Hatzantonis determined that the request was not made in a reasonable amount of time, and as such denied the request to amend the application. Based on the submissions made by the Landlord, I would have reached the same decision.
4. Pursuant to section 100(2) of the Act, a landlord may file an application regarding an unauthorized tenancy no later than 60 days from discovery of the unauthorized occupancy.
5. Had the amendment been permitted, then, if the Landlord was aware that DC was occupying the rental unit in January, then this application was filed regarding DC for a significant amount of time after the 60-day limit.
6. Pursuant to section 104(4) of the Act, a tenancy is deemed to have been legally assigned if the landlord fails to apply to the Board within 60 days of the landlord discovering the unauthorized occupancy.
7. Therefore, pursuant to section 104 of the Act, the tenancy has been legally assigned to DC. Therefore, DC is responsible for all the terms of the lease agreement of the original tenancy signed by the original tenant, Teresa O'Reilly (deceased as of June 2024).
8. For this reason, I am satisfied that DC is the "Tenant".

Merits of Application

9. Although, normally in these circumstances, when an applicant fails to appear to present their own application, the application is dismissed. However, in these circumstances, and in light of the decision regarding LTB-L-083621-24, I find that due to the serious nature of the Tenant's claim that the Landlord has withheld the vital service of electricity, this issue should be addressed
10. The Landlord presented a copy of their lease agreement between the Landlord and Teresa O'Reilly. That lease agreement states that the Tenant is responsible for the supply of electricity to the rental unit.

11. At the hearing, I asked the Landlord who turned off the power to the rental unit. The Landlord responded that the power company shut off the power and the Landlord played no part in the withholding of electricity.
12. Based on this uncontested testimony, I am satisfied that the Landlord has not interfered with the supply of electricity to the rental unit.
13. It should also be noted that the other claims made in the application lacked specific dates, times, and descriptions of issues. The Tenant's application regarding the claims of substantial interference, harassment or a failure to maintain the rental unit would not have been proceeded with, seeing as it would have been procedurally unfair to do so.
14. For these reasons, inclusive of the fact that the Tenant failed to attend the hearing to present their application to the LTB, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 29, 2026
Date Issued

Robert Brown
Vice Chair, 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.