



Order under Sections 30 and 31 Residential Tenancies Act, 2006

File Number: LTB-T-000846-25

In the matter of: 2414 Howard Ave
Windsor ON N9X3V3

Between: Rachel McCallister de Abreu Tenant

And

LMR Property Management Landlords
Sherieka Brown Dawson

Rachel McCallister de Abreu (the 'Tenant') applied for an order determining that Sherieka Brown Dawson and *LMR Property Management* (the 'Landlords'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household (hereafter referred to as the 'T2 Application')¹,
- failed to meet their maintenance obligations under the *Residential Tenancies Act, 2006* or failed to comply with health, safety, housing or maintenance standards (hereafter referred to as the 'T6 Application')².

This application was heard by videoconference on March 4, 2026.

The Tenant, Rachelle Bondy, in their capacity as an agent of *LMR Property Management*, and the Kristen Jarvis in their capacity as *LMR Property Management's* legal representative, attended the hearing.

Determinations:

1. As explained below, the Tenant partially proved the allegations contained in the applications on a balance of probabilities. Therefore, the Landlord must pay the Tenant the amount of \$788.40 by May 10, 2026.

¹ Section 31 of the *Residential Tenancies Act, 2006*.

² Section 30 of the *Residential Tenancies Act, 2006*.

Procedural History

2. The parties were scheduled to attend an Adjudicative Case Conference ('ACC') on July 10, 2025.
3. Pursuant to the interim order LTB-T-000846-25-IN, issued on July 16, 2025. The parties were unable to resolve the applications during the ACC. The matter was therefore scheduled to be heard on the merits of the applications on March 6, 2026.

Agreed Facts

4. The Tenant moved into the rental unit on July 4, 2023, and moved out of the rental unit on September 30, 2024.
5. The lawful monthly rent was in the amount of \$1,900.00 until June 30, 2024, prior to being duly increased to \$1,947.50 as of July 1, 2024.

T6 Application

a) Tenant's Evidence

6. The Tenant testified that as per the terms of the tenancy agreement, the Landlords were responsible for providing air conditioning, as it appears from a copy of the tenancy agreement executed between the Tenant and the Landlords on June 21, 2023 (DOC-7285339, pages 15 to 43 of 187; Exhibit 1).
7. The Tenant described the rental unit as being 2-level, 3-bedroom unit with a basement.
8. The Tenant stated that the air conditioning unit stopped operating properly as it would cease to function within thirty (30) minutes and would trip the breaker, which led them to contacting the Landlords to advise them of the issue on June 17, 2024, as it appears from the service request #92116UNB3, submitted by the Tenant through their Resident Portal on June 17, 2024 (DOC-7285339, pages 50 and 51 of 187; Exhibit 2).
9. The Tenant indicated that an agent of the Landlord Sherieka Brown Dawson, contacted them June 19, 2024, to advise them that a sales representative of an HVAC company would be conducting an inspection of the air conditioning unit in order to provide the Landlords a quote for a potential replacement of the unit.
10. The Tenant stated that, following the June 19, 2024, phone call, they failed to receive any updates from the Landlords. They therefore proceeded to submit another service request as the air conditioning unit continued to "stop periodically," as it appears from the service request #123310RVE7, submitted by the Tenant through their Resident Portal on July 22, 2024 (DOC-7285339, pages 58 and 59 of 187; Exhibit 3).
11. The Tenant indicated that as they did not receive any responses to their July 22, 2024, service request (Exhibit 3), they proceeded to follow up with the Landlords by submitting another service request and advising the Landlords that the temperature in the rental unit continued to rise, as it appears from a copy of the service request #1233835744, submitted

by the Tenant through their Resident Portal on July 24, 2024 (DOC-7285339, pages 63 to 66 of 187; Exhibit 4).

12. The Tenant stated that they had separate thermostats located on the main floor and the upper-level of the rental unit. They proceeded to document the temperature readings on a daily basis as it appears from the table reflecting the daily temperature readings between July 22, 2024, and September 6, 2024 (DOC-7285339, pages 93 to 95 of 187; Exhibit 5).
13. The Tenant indicated that the Landlords provided the Tenant with a portable air conditioning unit July 29, 2024, which they placed in the bedroom located on the upper-level, and a fan, which they placed on the main floor.
14. The Tenant sent a letter to the Landlords on August 1, 2024, advising them that despite taking steps to mitigate the increase of the temperature levels in the rental unit, the temperatures remained high, and the air conditioning issue persisted. The Landlords advised the Tenant that upon review of the Tenant's requests related to the air conditioning issue, no further action would be necessary at this time, as it appears from the letter sent by the Tenant to the Landlords on August 1, 2024, and the email sent by the Landlords to the Tenant on August 1, 2024, at 12:43pm (DOC-7285339, pages 76 to 78 of 187; Exhibit 6, *in bundle*).
15. The Tenant stated that despite the portable air conditioning unit being installed, the temperatures remained high in the bedroom, and reached 85 degrees Fahrenheit on August 5, 2024, as it appears from the video taken by the Tenant on August 5, 2024 (DOC-7285299; Exhibit 7).
16. The Tenant indicated that they, along with their partner and pets were showing signs of heat exhaustion. They therefore started to periodically stay with friends or family members from the end of the month of July 2024, to September 30, 2024.
17. The Tenant stated that following the June 19, 2024, inspection, no agents or contractors of the Landlords returned to the rental unit, except to deliver the portable air conditioning unit and fan on July 29, 2024.
18. The Tenant indicated that as the air conditioning issue was persisting and as the Landlords had refused to cooperate with by-law services after the Tenant filed a complaint with, the City, the Tenant started to look for alternate housing accommodations as of August 6, 2024, and proceeded to secure such accommodations as of September 1, 2024.
19. The Tenant is of the position that the exterior fan would not rotate properly, which contributed to the ongoing air conditioning issue, as it appears from the video taken by the Tenant on September 1, 2024, on or around 6:32pm (DOC-7285305 and DOC-7285309, Exhibit 8, *in bundle*).
20. The Tenant therefore submits that despite the Landlords attending the rental unit on August 28, 2024, and August 30, 2024, to fix the air conditioning unit and inspect their repairs, the air conditioning continued to not operate as intended, as it appears from a copy of the Notices of Entry sent by the Landlords to the Tenant on August 27, 2024, and August 29, 2024 (DOC-7285339, pages 145 and 148 of 187; Exhibit 9, *in bundle*).

21. The Tenant stated that they contracted *Absolute Comfort Control Services* to inspect the HVAC system of the rental unit on September 6, 2024, as it appears from the invoice #6448725 from *Absolute Comfort Control Services* dated September 6, 2024 (DOC-7285339, pages 104 to 105 of 187; Exhibit 10).

22. The Tenant indicated that based on the ongoing issues they faced with respect to the air condition, the Tenant seeks:

- A rent abatement in the amount of \$5,771.25, which represents:
 - \$950.00 from June 17, 2024, to June 30, 2024,
 - \$973.75 for the month of July 2024 due to the rising temperatures and the fact they had to limit the use of certain kitchen appliances to limit the heat output created within the rental unit,
 - \$1,947.50 for the month of August 2024, as they only occupied the rental unit for the equivalent of one week,
 - \$1,900.00 (which equates to the amount previously held by the Landlords as a last month's rent deposit which was applied to the rental period starting September 1, 2024, to September 30, 2024) as the Tenant moved into their new housing accommodations as of September 1, 2024.
- For the Landlords to pay the Tenant out-of-pocket-expenses of \$817.25, which represents:
 - \$64.00 for the purchase of fans and thermostats, as it appears from the *Canadian Tire* receipt #171, dated July 27, 2024 (DOC-7285339, page 115 of 187; Exhibit 11),
 - \$651.51 for increased costs of hydro between June 20, 2024, and September 19, 2024, as it appears from the *ENWIN Utilities* energy usage report from September 20, 2023, to September 19, 2024, and the *ENWIN Utilities* billing summary report from March 20, 2024, to September 29, 2024 (DOC-7285339, pages 113 and 114 of 187; Exhibit 12, *in bundle*),
 - \$101.64 for the costs associated to *Absolute Comfort Control Services* (Exhibit 10).
- For the Landlords to pay the Tenant general compensation in the amount of \$1,530.00, which represents:
 - \$780.00 for lost wages related to the two (2) days the Tenant's partner had to take time off of work due to heat exhaustion, and the one (1) day needed to move to their new accommodations,
 - \$120.00 related to the cost of renting a U-Haul truck and gas expenses, as it appears from a copy of the U-Haul equipment contract #94221389, dated August 16, 2024 (DOC-7285339, page 112 of 187; Exhibit 13),

- \$630.00 for the equivalent of the difference in rent between the rent of the rental unit at the time of their move (\$1,947.50 per month) and the rent for their new accommodations (\$2,000.00 per month).
23. Under cross-examination, the Tenant agreed that they took possession of their new accommodations as of September 1, 2024. While they intermittently stayed with friends and family as of the end of the month of July 2024, especially when temperatures rose, they would continue to access and use the rental unit daily.
 24. Under cross-examination, the Tenant agreed that they first advised the Landlords of their concerns relating to the air conditioning issue on July 17, 2024, and that they only sent a follow-up to the Landlords on July 22, 2024.
 25. Under cross-examination, the Tenant agreed that the Landlords delivered them a portable air conditioning unit on July 29, 2024. They clarified, however, that some of the parts were seemingly defective, and that the Tenant themselves were required to install the portable unit, as it appears from the pictures of the portable air condition unit taken by the Tenant on July 29, 2024 (DOC-7285339, page 91 of 187; Exhibit 14).
 26. Under cross-examination, the Tenant did not recall the dates during which their partner was required to take time off of work due to heat exhaustion.
 27. Under cross-examination, the Tenant agreed that they contracted the services of *Absolute Comfort Control Services* after they took possession of their new housing accommodations. They would have been advised by the assigned technician to keep the air conditioning unit turned off due to potential fire hazards associated to the air conditioning unit.
 28. Under cross-examination, the Tenant agreed that the Landlords proceeded to conduct in-person showings of the rental unit to prospective tenants five (5) or six (6) times. While the Tenant had asked the Landlords to keep the air condition unit turned off during the showings, based on the recommendations of *Absolute Comfort Control Services*, the assigned leasing agent turned the air condition on during the visits.
 29. Under cross-examination, the Tenant agreed that the expenses associated to the purchase of fans and thermostats from *Canadian Tire* amount to \$63.97 (Exhibit 11).
 30. Under cross-examination, the Tenant agreed that they submitted a picture showing that the temperature in the rental unit rose to 82 degrees Fahrenheit on August 26, 2024, while the air conditioning system was turned off, as it appears from a copy of the picture of the thermostat taken by the Tenant on August 26, 2024 (DOC-7285339, page 89 of 187; Exhibit 15).
 31. Under cross-examination, the Tenant agreed that the U-Haul contract shows that they rented and returned the truck on August 16, 2024 (Exhibit 13). The Tenant indicated that their new landlord allowed them to take possession of their new unit prior to September 1, 2024. The Tenant was unsure of the distance between the rental unit and their current accommodations.
 32. Under cross-examination, the Tenant agreed that they did not present any *ENWIN Utilities* invoices related to the months of June 2023, July 2023, or August 2023. They also agreed

that they did not provide actual invoices related to the hydro costs incurred from September 20, 2023, to September 19, 2024 (Exhibit 12)

33. Under cross-examination, the Tenant agreed that, during the course of their tenancy, they had not sent the Landlords a copy of the temperature logs which they would have compiled between July 22, 2024, and September 6, 2024 (Exhibit 5).
34. Under cross-examination, the Tenant agreed that they submitted a letter through which the Tenant's parents indicate that the Tenant resided with them "during the period of late July and August 2024," as it appears from the letter dated February 1, 2026, signed by Fred von Bonin and Penny von Bonin (DOC-7285339, page 85 of 187; Exhibit 16).
35. Under cross-examination, the Tenant disagreed that they returned possession of they moved out of the rental unit by August 13, 2024. They stated that they were inquiring as to the move out process when they sent a message to the Landlord on August 13, 2024, as it appears from a copy of the message sent by the Tenant to the Landlords on August 13, 2024, at 2:27pm (DOC-7285339, page 133 of 187; Exhibit 17).

b) Landlords' Evidence

36. The Landlords' Agent, Rachelle Bondy (hereafter referred to as 'R.B'), testified that they are an employee *LMR Property Management*, who is contracted by the property owner, Sherieka Brown Dawson, manage the rental unit on their behalf, by collecting rent payment, addressing maintenance and service requests, and contacting and coordinating with vendors and third parties when need be.
37. R.B agreed that the Tenant first contacted the Landlords on June 17, 2024, to advise them of concerns regarding the air conditioning unit.
38. R.B stated that an inspection of the rental unit was scheduled on June 19, 2024, in order to allow *Reliance* to inspect the status of the air conditioning unit.
39. R.B indicated that after *Reliance* conducted their inspection on June 19, 2024, they were advised that the air conditioning unit was in working order. They advised that they were unable to submit any reports from *Reliance* as they are not authorized to receive any such documents from the property owner.
40. R.B agreed that they did not receive any further follow-ups from the Tenant prior to July 22, 2024. They were unaware that the Tenant was of the position that air conditioning issues persisted between June 19, 2024, and July 21, 2022.
41. R.B stated that *Reliance* returned to inspect the air conditioning unit on July 24, 2024. Based on their conversations with the property owner, R.B is of the understanding that the unit was functional and operating as intended.
42. To mitigate the Tenant's concerns, R.B indicated that they proceeded to deliver a portable air conditioning unit, along with two (2) industrial fans, to the Tenant.
43. R.B indicated that the Tenant again reported concerns with the air conditioning unit on July 28, 2024. They therefore had one of their colleagues, Eric, attend the rental unit on that

same day. Eric report to R.B that the air conditioning unit was functioning and that the portable unit had yet to be installed.

44. R.B stated that *Reliance* once again attended the rental unit on July 29, 2024. They found the air condition unit to be functional and advised the Landlords that they would start charging them the amount of \$185.00 per visit due to the increased number of calls they have deemed to be unnecessary.
45. R.B indicated that Eric attended the rental unit on August 5, 2024. The Tenant was not in the rental unit and based on the lack of personal belongings and furniture, they suspect that the Tenant had already vacated the rental unit. Eric turned the central air conditioning unit on and upon returning to the rental unit later during the day, found the premises to have cooled down.
46. R.B agreed that the parties entered into an agreement to terminate the tenancy on September 30, 2024.
47. R.B stated that while they were contacted by the city's by-law services, the Rental Housing Enforcement Unit and the fire department, no notice of violation nor any order were issued against the Landlords.
48. R.B indicated that they conducted between ten (10) to twelve (12) in-person showings of the rental unit to prospective tenants between August 10, 2024, and August 20, 2024. During these visits, R.B would turn the air condition on, and found that the temperature within the rental unit would cool down slightly prior to the end of the showings.
49. R.B stated that new tenants took possession of the rental unit on October 1, 2024. They have not received any complaints regarding the air condition by tenants that have occupied the rental unit since the Tenant's move out. They clarified that no changes to the air conditioning unit was made since the Tenant's departure either.
50. R.B submits that the Tenant filed their application as a means to try to mitigate their costs and expenses upon choosing to move out of the rental unit but being required to continue to pay rent through to September 30, 2024, despite securing alternate housing accommodations prior to that date.
51. Under cross-examination, R.B agreed that air condition was a service provided by the Landlords (Exhibit 1).
52. Under cross-examination, R.B reiterated that the multiple inspections of the air conditioning revealed no issues with the system.

c) Analysis

53. Subsection 20(1) of the *Residential Tenancies Act, 2006* (the 'Act') reads as follows:

20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

54. For greater clarity, in *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal for Ontario rejected the position that a landlord is automatically in breach of its obligation to maintain and repair under subsection 20(1) of the Act as soon as an interruption in service occurs or the unit is in need of repair. The Court found that the reasonableness of a landlord's response and conduct to the maintenance issue(s) is a factor in deciding whether a breach occurred and whether a remedy ought to be awarded to the Tenant³.

55. Pursuant to section 2 of the Act, the definition of a "landlord" includes:

(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,

(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and

(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent. [Emphasis added]

56. As *LMR Property Management* was contracted to manage the rental unit on behalf of the owner of the rental unit (Sherieka Brown Dawson), and conducts tasks such as showing the rental unit to prospective tenants, executing tenancy agreements (Exhibit 1), collecting rent, and addressing maintenance requests, I find that *LMR Property Management* – through their employees – permits the occupancy of the rental unit, and therefore also meets the definition of a "landlord" under the Act.⁴

57. Accordingly, both *LMR Property Management* and Sherieka Brown Dawson are jointly responsible to provide and maintain the rental unit in a good state of repair and fit for habitation and to comply with health, safety, housing and maintenance standards.⁵

58. It is not in dispute that the Tenant first contacted the Landlords with respect to air conditioning issues on June 17, 2024 (Exhibit 2).

³ Interpretation Guideline 5: Breach of Maintenance Obligations.

⁴ Section 2 of the *Residential Tenancies Act, 2006*.

⁵ Subsection 20(1) of the *Residential Tenancies Act, 2006*.

59. The question therefore becomes, did the Landlords take reasonable steps to address the issue once they were notified on June 17, 2024.
60. On the basis of the evidence and submissions before, I am satisfied – on a balance of probabilities – that the Landlord failed to meet their maintenance obligations under the Act or failed to comply with health, safety, housing or maintenance standards, with respect to the air conditioning issue which started on June 17, 2024.
61. Indeed, the Tenant’s testimony was consistent and credible. They repeatedly contacted the Landlords to advise them that while the air conditioning unit would turn on, it would not operate sufficiently to cool down the temperature within the rental unit (Exhibits 2; 3; 4; 6; and 7). The Tenant’s concerns were also corroborated by the findings of *Absolute Comfort Control Services* who proceeded to inspect the premises while the Tenant was still in possession of the rental unit (Exhibit 10).
62. While self-serving in nature, I find that the temperature readings which were documented by the Tenant to also be credible (Exhibit 5). Indeed, the Tenant relied on the main thermostat to collect such data from the main level of the rental unit, and only started to compile the temperature levels of the upper-level as of July 27, 2024, the date on which they proceeded to purchase a thermostat from *Canadian Tire* (Exhibit 11). I further take note that the Landlords did not dispute the authenticity of these temperature readings, which show that the average temperature of the main-level was 81 degrees Fahrenheit (or 27.22 degrees Celsius) between July 22, 2024, and September 6, 2024, and 86 degrees Fahrenheit (or 30 degrees Celsius) for the upper-level between July 27, 2024, and August 28, 2024. These metrics support the Tenant’s position that the air conditioning system would not sufficiently cool down the rental unit.
63. I do not find that the Landlords took reasonable steps to address the issue. Firstly, *LMR Property Management* did not take any steps to follow up with the Tenant following *Reliance’s* visit of the rental unit on July 22, 2024, nor did they take adequate steps to inquire as to *Reliance’s* findings as they claimed to not have been privy to the reports issued by *Reliance*, who would have communicated them directly with the property owner. I note that the R.B.’s testimony in this regard was inconsistent as they had stated that they, on behalf of the property owner, would contact vendors when need be.
64. The Landlords’ internal communication workflow and processes do not preclude them from duly addressing concerns raised by the Tenant and providing and maintaining the rental unit in a good state of repair and fit for habitation and to complying with health, safety, housing and maintenance standards.⁶
65. I also did not find credible the Landlords’ assertions that the air conditioning system was operational, when juxtaposed to the fact that they provided the Tenant with temporary measures in hopes of mitigating the issue, such as a portable air conditioning unit and fans, and the fact that the Landlords provided the Tenant Notices of Entry to “inspect the air conditioning” and to “check to see if repairs to [the] ac system [were] working” (Exhibit 9). These communications from the Landlords support the Tenant’s position that repairs to the air conditioning unit were required well into the latter part of the month of August 2024.

⁶ Subsection 20(1) of the *Residential Tenancies Act*, 2006.

66. Although the Tenant testified that the ongoing issues with the air conditioning impeded with their ability to enjoy the rental unit, I do not find that a rent abatement of \$5,771.25 is justified under the circumstances. Indeed, while the Tenant referenced that they and their partner showed signs of heat exhaustion, they did not submit medical notes for the Board to consider, nor did they provide an adequate description of their diagnosis or clarify the effect of any such a diagnosis on their ability to occupy the rental unit⁷. Furthermore, the Tenant continued to have access to the rental unit, and while they may have chosen to limit their time in their rental unit, both they and the Landlords took steps to mitigate the issue by using a portable air conditioning unit and portable fans.
67. Accordingly, I find - pursuant to the parties' submissions and my knowledge of similar cases - that the Tenant is entitled to a total rent abatement in the amount of \$676.43 in regard to the air conditioning issues. The amount represents a ten percent (10%) rent abatement for the rental period starting June 17, 2024, and ending September 30, 2024.
68. Although the Act does not define "out-of-pocket-expenses," they are understood as being "an expense paid from one's own funds,"⁸ in order "to accomplish a result."⁹
69. I am satisfied, on a balance of probabilities, that the Tenant incurred expenses of \$63.97, which were associated to the purchase of fans and a thermostat from *Canadian Tire*. The receipt provided by the Tenant was contemporaneous to the events and sufficiently detailed as it reflected the costs associated to each item (Exhibit 11). I also find that these costs were incurred to mitigate¹⁰ the prejudice faced by the Tenant (*i.e.* the rising temperatures in the rental unit) and adequately document the ongoing concern to the Landlords.
70. While the Tenant claimed the amount of \$651.51 as increased hydro expenses for the period starting June 20, 2024, and ending September 19, 2024, they failed to provide any evidence with respect to their hydro expenses for the prior year (June 20, 2023, and ending September 19, 2023). In the absence of such evidence, I am unable to ascertain that the Landlords' failure to address the ongoing air conditioning issue contributed or was a correlating factor to the hydro expenses incurred by the Tenant (Exhibit 12). The Tenant's request for the Landlords to pay the Tenant the amount of \$651.51 as out-of-pocket expenses is therefore denied.
71. Pursuant to the Tenant's testimony and considering that *Absolute Comfort Control Services* was contracted after the Tenant had already taken possession of their new accommodations and was no longer occupying the rental unit, I do not find that the amount of \$101.64, paid by the Tenant on September 6, 2024, equates to out-of-pocket-expenses (Exhibit 10). Indeed, the Tenant did not secure the services of *Absolute Comfort Control Services* to seek to repair the air conditioning unit or mitigate their damages during the tenancy. Instead, the Tenant secured their services in order to try to confirm their suspicions with respect to the issues they faced while occupying the rental unit. Under the circumstances, I find that the amount of \$101.64 was incurred as the Tenant sought to prepare for potential litigation, which took form through their applications. This amount is more akin to costs¹¹ than out-of-

⁷ *Wang v. Oloo*, 2023 ONSC 1028.

⁸ *Black's Law Dictionary*, 12th edition, Thomson Reuters, 2024, "out-of-pocket expense."

⁹ *Black's Law Dictionary*, 12th edition, Thomson Reuters, 2024, "expense."

¹⁰ Section 16 of the *Residential Tenancies Act*, 2006.

¹¹ Rule 23.2 of the Board's Rules of Procedure.

pocket-expenses. As such, the Tenant's request for the Landlords to pay the Tenant the amount of \$101.64 as out-of-pocket expenses is denied.

72. Although the Tenant claimed the amount of \$780.00 as compensation for their partner's lost wages, their partner was not in attendance to testify with respect to this claim. No medical¹² or employment documents were submitted either. The Tenant was also unable to recall which dates their partner would have taken off. I am therefore unable to determine if any such date was taken off and if it had been in relation to the ongoing air conditioning issue. As the Tenant limited their submissions in this regard to general and vague statements which were not corroborated by any supporting evidence or details, I find that the Tenant failed to meet the burden of proof to establish their claim. The Tenant's request for the Landlords to pay the Tenant the amount of \$780.00 as general compensation is therefore denied.
73. The Tenant's request for the Landlords to pay them the amount of \$630.00 for the equivalent of the difference between the rent for the rental unit and the rent for their current rental accommodations is also denied. The Tenant did not submit a copy of the tenancy agreement related to their current accommodations, nor did they submit copies of rent receipts or bank statements to corroborate their claim. Such documents would be expected under the circumstances, and the Tenant provided no reasonable explanation as to why they would not have been submitted. As the Tenant limited their submissions in this regard to general and vague statements which were not substantiated by any supporting documentary evidence or details, I find that the Tenant failed to meet the burden of proof to establish their claim.
74. The Tenant's testimony with regard to the timing of their move was also inconsistent. While they originally indicated that they had secured alternate housing accommodations as of September 1, 2024, they also claimed that they only spent the first week of the month of August 2024 in the rental unit, all while indicating that they moved in with their parent during the last week of the month of July 2024 and the month of August 2024 (Exhibit 16). Despite these varying dates the Tenant returned possession of the rental unit to the Landlord at the end of the month of September 2024, but also claimed that their new landlord provided them an earlier access to the rental unit. These various inconsistencies, combined with the timing of the U-Haul rental do not lend credence to the Tenant's position that this truck rental was associated to their move (Exhibit 13). Subsidiarily, the Tenant only submitted a U-Haul Equipment contract which provides estimates as opposed to actual expenses. They did not provide any receipts associated to other travel expenses, such as gas, either. As the Tenant limited their submissions in this regard to general and vague statements which were not substantiated by any supporting documentary evidence or details, I find that the Tenant failed to meet the burden of proof to establish their claim. Their request for the Landlords to pay the Tenant to the amount of \$120.00 for additional moving expenses is therefore denied.
75. The Tenant also incurred costs of \$48.00 for filing the application and is entitled to reimbursement of those costs.

¹² *Wang v. Oloo*, 2023 ONSC 1028.

T2 Application

76. The T2 Application reflected identical claims to the ones presented by the Tenant through their T6 Application.
77. As the Tenant's claims pertained to the Landlords' failure to meet their maintenance obligations under the Act, and their failure to comply with health, safety, housing or maintenance standards, I find that these claims were duly addressed through the T6 Application.
78. The T2 Application is therefore moot as it disclosed no reasonable cause of action and was dismissed accordingly.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$788.40. This amount represents:
 - \$676.43 for a rent abatement,
 - \$63.97 for the reasonable out-of-pocket expenses the Tenant has incurred,
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by May 10, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by May 10, 2026, the Landlords will owe interest. This will be simple interest calculated from May 11, 2026, at 4.00% annually on the balance outstanding.

April 29, 2026
Date Issued

Alexandre Traboulsi
Member, 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.