



Order under Sections 30, 31 Residential Tenancies Act, 2006

Citation: Ramsay v Sorbara Group of Companies, 2026 ONLTB 33901

Date: 2026-04-30

File Number: LTB-T-023205-23

In the matter of: UNIT 2, 1764 EGLINTON AVENUE WEST
YORK ON M6E2H6

Between: Gloria Ramsay Tenant

And

Sorbara Group of Companies Landlords
N.H.D. Developments Limited

Gloria Ramsay (the 'Tenant') applied for an order determining that Sorbara Group of Companies and N.H.D. Developments Limited (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.
- harassed, obstructed, coerced, threatened, or interfered with the Tenant. This is the T2 Application.

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 is the T6 Application.

This application was heard by videoconference on January 20, 2026.

The Tenant, the Tenant's Legal Representative, Hazal Gurcan, the Landlords' Agent, Greg Spafford, and the Landlords' Legal Representative, Ian Michalak, attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed
2. At the hearing, the parties agreed to the following facts:
 - 1) The Tenant moved into the rental unit on August 1, 2023.
 - 2) On February 17, 2023, a fire occurred in the rental unit.

- 3) The Tenant temporarily vacated the rental unit for the period of February 17, 2023 to August 1, 2024.
 - 4) The Tenant does not have tenant's insurance and did not have this coverage prior to the fire on February 17, 2023.
 - 5) The Landlords paid the Tenant \$4,837.34 [DOC-7153368, page 75] which represents the return of the last month's rent deposit (\$980.00), storage costs (\$250.00), elevator rental (\$327.62), supplementary rental costs (\$1,314.00), supplementary storage costs (\$1,965.72).
 - 6) The fault of the fire was neither that of the Landlords nor the Tenant.
3. The Tenant's amended T2 and T6 applications include a single Schedule A outlining the Tenant's allegations and requested remedies. As the allegations overlap, they have been grouped by topic as follows:
- Alternative accommodation not provided by the Landlord; and
 - Access to the rental unit; and
 - Maintenance issues with the bathroom fixtures after the unit was repaired.
4. In the amended T2/T6 applications [DOC-5961959], the Tenant seeks the following remedies:
- | | |
|-----------------------|-------------|
| a) Rent abatement: | \$ 9,044.20 |
| b) Damage to property | \$48,366.00 |
| c) General Damages | \$15,000.00 |
5. The Tenant's representative confirmed that the remedies are sought collectively under both applications and that the Tenant is not pursuing duplicate relief.
6. The Tenant's representative acknowledged that the Tenant's requested remedies exceed the LTB's monetary jurisdiction of \$50,00.00 and submitted the Tenant is voluntarily waiving the portion that exceeds the LTB's monetary jurisdiction.

Fire in the rental unit – February 17, 2023

7. The Tenant testified that on February 17, 2023, she was in the living room of the unit and felt heat coming from the bedroom. She explained she opened the door and saw the room on fire. She stood in the doorway for a brief time then made her way to the balcony. Another resident contacted emergency services and upon their arrival, she was escorted out of the building by the fire department.
8. The Tenant's representative submitted the Tenant's New Table of Evidence as evidence. Included in this document brief was the Fire department's Emergency Incident Report¹.
9. The detailed report shows the fire department received the alarm call at 10:29 p.m. and arrived at the residential complex at 10:34 p.m. Upon their arrival, the residents were

¹ Tenant's New Table of Evidence – DOC-1506633 – Pages 4 to 23

evacuated from the building. The ignition source and the cause of the fire were undetermined by the fire department.

10. The Landlords' agent testified that, following the fire, the Landlords' insurance provider was notified and assumed responsibility for managing the claim. He explained that the Tenant's rental unit had been destroyed and required a full reconstruction. While he acknowledged the Tenant's displacement and the challenges that followed, he emphasized that the restoration process was extensive and required coordination among insurance adjusters, engineers, municipal inspectors, a restoration company, and multiple contractors. He further stated that the Landlords expected the Tenant to return to the unit once repairs were completed. Although the rebuild took considerably longer than initially anticipated, he maintained that the timeline was reasonable given the number of professionals and steps involved.

Alternative accommodation not provided by the Landlord

11. The Tenant testified that following the fire she resided with her nephew for about four and half months. She explained the living situation with her nephew was not ideal, so she moved out on July 3, 2023 after receiving confirmation of accommodation available at St. Hilda's seniors' residence. She remained at St. Hilda's until she returned to the rental unit on August 1, 2024.
12. The Tenant's representative argued the Landlord had a contractual obligation to provide the Tenant with alternative housing and this obligation was expressed to the Landlord in an email² dated February 27, 2023 and authored by the Oakwood Vaughan Tenant Union. In this email, the author wrote, in part:

Regardless of the fire, Sorbara Group of Companies has a contractual obligation to provide Dora with housing.

If you do not have another unit available that is suitable to Dora that you can offer her, you are required to cover the costs of another short-term housing arrangement, such as a short term rental or hotel. Please contact Dora immediately to arrange this. She needs access to funds immediately in order to pay for accommodation.

Dora wishes to continue to remain a tenant at 1764 Eglinton Ave. once the unit is repaired and fit for habitation. Please inform Dora when she can move back into the unit.

13. The Tenant's representative submitted the Landlords' response³ to the Tenant's email, dated February 28, 2023. In this email, the Landlord wrote:

We would like to advise you and Gloria that we do not have any other units available and we suggest that Gloria find other accommodation, and in the meantime rent will not be collected for this unit from the tenant.

14. The Landlords' agent testified that, although the Landlords had no contractual obligation to provide the Tenant with alternative accommodation or to cover any related expenses, the

² Tenant's New Table of Evidence – DOC-1506633 – Page 33

³ Tenant's New Table of Evidence – DOC-1506633 – Page 34

Landlords nonetheless agreed to contribute toward the Tenant's rent at St. Hilda's from August 1, 2023 to July 31, 2024. In addition, the Landlord paid for the Tenant's storage costs from June 1, 2023 to July 31, 2024, as well as the cost of securing the elevator. The total amount paid to the Tenant was \$4,837.34, which is corroborated by the documentation⁴ entered into evidence.

Access to the rental unit

15. The Tenant testified that on February 18, 2023, she was able to remove some of her recoverable belongs from the rental unit she experienced some difficulty with the Landlord allowing her to enter the unit for the balance of her belongings. She testified that on February 23, 2023 she was denied access by the property manager but admitted that about a week later she did go into her unit.
16. The Tenant's representative submitted an email⁵, dated March 14, 2023, from Julio Diaz of Unison Health and Community Services to the Landlord. In this email, Mr. Diaz wrote, in part:

Ms. Ramsey has most of her belongings, including clothing and furniture, in the unit. While the unit is being renovated, Ms. Ramsey needs to gain access to the unit to pick up some of her belongings. Please advise of any date available during the week of March 20th, 2023 when Ms. Ramsey can go into the unit to pick up some of her belongings.

17. The Tenant testified that although she did eventually remove all of her belongings from the rental unit in late April and early May, 2023, being permitted into the unit was difficult as the Landlords were either not available or she was unable to secure transportation and assistance. On May 12, 2023, Mr. Diaz informed the Landlords by email⁶ confirming that the Tenant had removed all of her belongings from the unit.

Maintenance issues with the bathroom fixtures after the unit was repaired

18. The Tenant testified that, upon returning to the rental unit, she observed that there was no handrail in the shower, the toilet was positioned too low to the ground, and the vanity installed was significantly smaller than the original fixture. She stated that, due to her mobility limitations, the height of the toilet created difficulty for her, and the reduced size of the vanity was not suitable for her needs. She further testified that, although a handrail had not been present in the bathtub/shower prior to the fire, she had requested that the Landlords install one considering her mobility issues.
19. The Tenant's representative argued that the Tenant's requests for new bathroom fixtures were communicated to the Landlord as accommodation requests under the *Ontario Human Rights Code, R.S.O. 1990, c. H.19* ('OHRC'). She submitted that the Tenant suffers from sciatica and that the fixtures installed following the repairs do not meet the Tenant's needs with respect to personal hygiene.

⁴ LL Document Brief Final – DOC-7153368 – Page 75

⁵ Tenant's New Table of Evidence – DOC-1506633 – Page 47

⁶ Tenant's New Table of Evidence – DOC-1506633 – Page 64

20. The Landlords' agent testified that, although the Landlord understood the Tenant's requests for a new toilet, vanity, and the installation of a handrail in the bathtub/shower, the Landlords maintained that these items constituted personal preferences of the Tenant. He further stated that the Landlords did not consider such preferences to fall within the scope of the OHRC. He explained that, notwithstanding the Landlords' position and the legal advice received regarding the Tenant's requests, a handrail was installed in the bathtub/shower in September 2025, and the toilet and vanity were replaced in January 2026.

Analysis and Legislation

T2 Application – Substantial Interference and Harassment

21. 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.

22. Section 22 of the Act provide that:

22 A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

23. The first issue before the Board is whether the Landlords substantially interfered with the Tenant's reasonable enjoyment of rental unit and failed to meet the Landlords' maintenance obligations under the Act or failed to comply with health, safety, housing, or maintenance standards due to the fire.
24. As outlined above, it is undisputed that the fire was not the fault of the Landlords or the Tenant.
25. This case is similar to *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477 (CanLII) ('*Onyskiw*') where the Court of Appeal upheld the Divisional Court's finding that the LTB reasonably concluded there was no maintenance breach where a landlord took all reasonable steps to address elevator defects. The Court found the landlord took reasonable steps to keep the tenants informed, to provide them with assistance and to ensure that staff was ready and available to assist the tenants, occupants, and guests, so as to mitigate any hardship caused to the tenants by the elevator problems.
26. Similarly, in this case, the Tenant was unable to return to the unit and there was nothing the Landlords could do to remedy the issues as arising from a fire which necessitated a forced evacuation, a situation not caused by or in control of the Landlords.
27. Further, the tenancy agreement⁷ between the Landlords and the Tenant does not include any clause which stipulates the Landlords has a contractual obligation to provide the Tenant with alternative housing in the event of a catastrophic event regardless of fault. Nor does it provide that any form of compensation be paid to the Tenant for monthly rent or damage to

⁷ LL Document Brief Final – DOC-7153368 – Pages 3 to 4

the Tenant's property. Despite there being no obligation in the tenancy agreement, the Landlords compensated the Tenant \$4,837.34 for supplemental rent, storage fees, and elevator rental costs.

28. The evidence and submissions before me do not establish, on a balance of probabilities, that the Landlords substantially interfered with the Tenant's reasonable enjoyment of the rental unit. The evidence demonstrates that the Landlords had no contractual obligation to provide the Tenant with alternative accommodation or to assume related expenses however, the Landlords nonetheless elected to offer assistance during the Tenant's period of displacement. I am mindful that where insurance companies, engineers, municipal officials, and contractors engage in the repair or reconstruction of a rental unit, the process necessarily requires time and is largely outside the control of the Landlords.
29. Further, I find the evidence establishes the Landlords acted reasonably in initiating and carrying out the repairs to the rental unit. Although a significant period elapsed between the date of the fire and the Tenant's eventual return to the unit, I am satisfied that the duration was not unreasonable in the circumstances.
30. Section 23 of the Act states:

23 A landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.

31. The Act does not provide a definition of harassment. The OHRC defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
32. Harassment, in the landlord and tenant context, is normally considered to be a course of conduct toward a party that a reasonable person would consider unwelcome and inappropriate.
33. Based on the evidence adduced, I am not satisfied that the Landlords harassed the Tenant. While I have considered the Tenant's oral testimony regarding her efforts to secure accommodation, her access to the unit, and the length of time required to complete the repairs, I find that her evidence is insufficient to demonstrate that the Landlords' actions rise to the level of harassment.
34. For the reasons above, the Tenant's T2 application shall be dismissed.

T6 Application

35. Subsection 20 (1) of the Act sets out:

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.

36. I find the evidence and submissions before me are insufficient to establish that the Landlords breached subsection 20 (1) of the Act in relation to the fire in the rental unit. I am satisfied that the Landlords acted diligently in addressing the reconstruction of the unit. In accordance with *Onyskiw*, a contextual analysis must be applied when assessing a potential breach of the Landlord's obligations under subsection 20 (1) of the Act. A fire occurring in a rental unit

does not, in itself, constitute a breach of subsection 20 (1). As stated in *Onyskiw*, no breach will be found where the Landlords' response to the incident was reasonable in the circumstances.

37. I also find the evidence and submissions before me do not establish that the Landlords breached its maintenance obligations with respect to the bathroom fixtures. The Tenant testified that a handrail had not originally been installed in the bathtub/shower and that she requested one only after the unit was restored. I have considered the Tenant's oral testimony that the vanity installed was too small and that the toilet was too low however, no documentary evidence was provided to demonstrate the specifications of the fixtures that existed prior to the fire. The Landlords' agent testified that the unit was reconstructed in compliance with the Building Code and that, although the Landlords understood the Tenant's requests for a handrail, a larger vanity, and a higher toilet to reflect her personal preferences rather than obligations arising under the OHRC, the Landlord nonetheless accommodated the requests and installed a new toilet and vanity.

38. For the reasons above, the Tenant's T6 application is dismissed.

It is ordered that:

T2 Application

1. The Tenant's application is dismissed.

T6 Application

2. The Tenant's application is dismissed.

April 30, 2026
Date Issued

Susan Priest
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.