



**Order under Section 31
Residential Tenancies Act, 2006**

File Number: LTB-T-055376-25

In the matter of: 1017, 575 PROUDFOOT LN
LONDON ON N6H 4R5

Between: Angeliea Dangela Tenant

and

Old Oak Landlord

Angeliea Dangela (the 'Tenant') applied for an order determining that Old Oak (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.

This application came before me for a mandatory adjudicative case conference in videoconference room on May 7, 2026.

Only the Tenant attended the hearing.

As of 10:13 am, 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. The Tenant's uncontested evidence, supported by photographs and videos filed, proves on a balance of probabilities that the Landlord did intermittent construction lasting a total of eight months which was noisy. This construction substantially interfered with the Tenant's reasonable enjoyment of the rental unit for all usual purposes and far exceeded the level that would normally be expected taking account of all the circumstances including the nature, duration, impact on the Tenant.

Remedies

2. The Tenant described the impact of the interference which was particularly severe as the Tenant was home much of the time caring for her family. I find an abatement of \$4,500.00 equally 30% of the rent paid for the eight month's impacted to be fair and reasonable in the circumstances.

3. The Tenant's uncontested testimony proves on a balance of probabilities that the interference induced the Tenant to vacate the rental unit on August 1, 2025 and the Tenant incurred increased rent as a result. The Tenant's claim will be reduced by half to account for the fact that her new accommodation has two bedrooms while the rental unit had one. I find \$4,000.00 to be the fair and reasonable increased rent that will be incurred during the one-year period after the Tenant left the rental unit.
4. The Tenant incurred costs of \$48.00 for filing the application and is entitled to be reimbursed those costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$8,548.00. This amount represents:
 - \$4,500.00 for a rent abatement.
 - \$4,000.00 for increased rent.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 23, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 23, 2026, the Landlord will owe interest. This will be simple interest calculated from May 24, 2026 at 4.00% annually on the balance outstanding.

May 12, 2026
Date Issued

Nersi Makki
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.