



Order under Section 31 Residential Tenancies Act, 2006

Citation: Leighton v 2825213 Ontario Inc, 2026 ONLTB 35988

Date: 2026-05-19

File Number: LTB-T-014933-26

In the matter of: 5670 Lakeshore Road
Stouffville ON L4A3C6

Between: Rebecca L Leighton Tenant

And

2825213 Ontario Inc Landlord
Kwon Tsang

Rebecca L Leighton (the 'Tenant') applied for an order determining that 2825213 Ontario 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.
- 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.

This application was heard by videoconference on April 30, 2026.

The Tenant, the Landlord, and the Landlord's Legal Representative Amna Safdar attended the hearing.

Preliminary Issues:

1. The Landlord's Representative submitted that Rebecca L Leighton ('RL') did not have the authority to file an application against the Landlord because she is not the tenant listed on the written tenancy agreement, Michael Kirby ('MK'). The Representative also submitted that Kwon Tsang ('KT') was improperly named on the application, as he is an agent of the Landlord only, not a landlord himself.
2. It was undisputed that, when RL applied to rent the unit, she was initially rejected because her income was insufficient. However, with her ex-husband MK on the tenancy agreement, she was approved.
3. RL testified that she and her children have been the sole occupants of the rental unit since the beginning, and that MK never resided at the rental unit. RL has paid rent directly to the

Landlord. According to RL, even when MK pays the rent, the funds come from RL or her family.

4. KT confirmed that he has received rent from both MK and RL. KT's intention was to rent the unit to MK, with RL and the children staying there as occupants only. KT communicates with both MK and RL regarding tenancy issues. KT was unsure of whether MK resided at the rental unit.
5. Pursuant to section 2(1) of the *Residential Tenancies Act* (2006) (the 'Act'), a "tenant" is a person who pays rent in return for the right to occupy a rental unit. A "landlord" is the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant. A "tenancy agreement" is a written, oral or implied agreement between a tenant and a landlord for occupancy of a rental unit and includes a licence to occupy a rental unit.
6. Additionally, section 202(1) of the Act states:

202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

7. Despite the written tenancy agreement listing RL as an occupant and omitting KT altogether, I am satisfied that by their actions, they meet the requirements of the Act and have an implied tenancy agreement. RL is a tenant because she pays rent for the right to occupy the rental unit. I accept her testimony that MK never resided there; although he is still a lawful tenant under the tenancy agreement, his involvement is more that of a guarantor for RL.
8. The Landlord's Representative submitted that KT was a property manager, not a landlord, and that property managers are not normally listed as landlord parties to applications at the Board. The Board's *Interpretation Guideline 21: Landlords, Tenants, Occupants and Residential Tenancies* provides some useful guidance on this issue. It states:

In *Slapsys (1406393 Ontario Inc.) v. Abrams*, 2010 ONCA 676, para 7, the Court of Appeal found that definition of "landlord" is not restricted to the owner of a rental unit and there may be more than one "landlord". The Court stated that whether a person who is not the owner of the rental unit is "a person who permits occupancy of a rental unit" will depend upon the facts, including whether the person has the ultimate authority to permit occupancy.

Therefore, depending on the specific facts, the registered owner of a residential complex and the property manager with authority to rent units and responsibility for the day-to-day operations may both be landlords as defined by the RTA. Any

person or corporation meeting the definition of “landlord” is entitled to exercise the rights given to landlords under the RTA, including the right to give a tenant a notice of termination and file an application with the Landlord and Tenant Board (LTB). An application filed with the LTB can name one or all of the landlords of the rental unit.

9. Although KT is not the owner of the rental unit, I am satisfied that he permits occupancy of it, collecting rent and communicating with the Tenants regarding tenancy issues. He has the ultimate authority to permit occupancy; therefore, he is a landlord. As RL is a tenant, she has the right to file an application to the Board.
10. RL made various claims on her application, including substantial interference with reasonable enjoyment, harassment, and withholding of vital services. However, the claims of substantial interference and harassment were vague, lacking dates and details. I was not satisfied that the allegations were clear enough for the Landlord to know the case to be met and prepare accordingly. Therefore, the application proceeded solely on the claim of withholding vital services.

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. RL testified that there has been no hot water in the rental unit since August 2025. She notified KT of the issue in September 2025, who came to inspect the unit in October 2025. The issue remains unresolved. RL also testified that, while the unit has baseboard heaters, they are insufficient to heat the entire area, and the temperature does not rise above 15 degrees Celsius in the winter. RL believes this issue is also in part due to the windows being drafty. RL notified the Landlord about the windows in June 2024, but nothing was done to repair them. The issue remains unresolved.
3. KT testified that he was first notified about the lack of hot water on December 28, 2025, and immediately contacted an HVAC contractor who attended the unit on December 30, 2025. The contractor concluded that the hot water heater was functional, but lacking gas supply. KT testified that he did not cut off the gas at any point; rather, it was RL’s failure to pay for the gas that caused it to be shut off. It is the Tenant’s responsibility to pay for utilities under the tenancy agreement. KT provided a contractor invoice dated February 11, 2026, which states that the baseboards are functional and that the dial-type thermostat was updated to a digital one. KT also provided an e-mail from by-law officer Michael Kourtsidis stating that there are no heating concerns as of February 24, 2026.
4. RL’s testimony was vague; she could not recall specific dates and did not provide temperature readings or other documentation to support her claims. Considering also KT’s evidence, I am not satisfied that there is an issue with heat in the rental unit.
5. While I am satisfied that there is no hot water at the rental unit, I am not satisfied that KT is withholding it. The claim of withholding vital services is not the same as the existence of a maintenance issue; it requires the Tenant to prove that the Landlord is deliberately interfering with the vital service. Based on RL’s own admission that there was no

deliberate interference and KT's testimony regarding his investigation efforts, I am not satisfied that he deliberately interfered with the hot water.

6. Therefore, I find that the Landlord did not withhold or interfere with the Tenant's vital services.

It is ordered that:

1. The Tenant's application is dismissed.

May 19, 2026
Date Issued

Kate Sinipostolova
Member, 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.