



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-008311-26

In the matter of: 1707, 720 BRUCE AVE
SUDBURY ON P3C5C4

Between: Greater Sudbury Housing Corporation Landlord

And

Anthony Migwans Tenant

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Migwans (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Greater Sudbury Housing Corporation (the 'Landlord') also applied for an order requiring Anthony Migwans (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on May 13, 2026.

Only the Landlord's Agent, attended the hearing.

As of 9:33 a.m., 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. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. At the onset of the hearing, the Landlord submitted that they were not seeking termination of tenancy and wished to proceed by way of section 88.1 of the *Residential Tenancies Act*,

2006, (the 'Act'), for the costs relating to substantial interference in the amount of \$779.00 as indicated in their L2 application.

2. As explained below, the Landlord has proven on a balance of probabilities the claim for substantial interference and the Tenant is ordered to pay the Landlord \$965.00 with regards to costs associated with the replacement of changing the locks, replacement of key scan cards and mailbox keys, an air conditioning charge, and the application filing fee.
3. The Tenant was in possession of the rental unit on the date the application was filed.

L2 Application and s. 88.1 Claim

4. In the L2 application, the Landlord is requesting the Tenant pay \$779.00 in costs and the costs as requested by the Landlord are described below:

Invoice Date	Description	Cost
06/03/24	Invoice #22099 - Lock change, replacement mailbox key, key scan card	\$100.00
08/16/24	Invoice #22140 - Lock change, replacement mailbox key	\$78.00
08/16/24	Invoice #22141 - Lock change, replacement mailbox key	\$78.00
10/10/24	Invoice #419999 - Lock change, replacement mailbox key	\$78.00
11/18/24	Invoice #12528 - Replacement key scan card	\$13.00
12/31/24	Invoice # 425109 - Lock change, replacement garbage key	\$78.00
12/31/24	Invoice # 426138 - Lock change	\$66.00
02/20/25	Invoice #427730 - Lock change	\$68.00
05/03/25	Invoice #430412 - Lock Change, replacement mailbox key	\$80.00
07/23/25	Invoice #435280 - Air Conditioner charge	\$116.00
12/30/25	Invoice #440189 - Replacement mailbox key	\$12.00

Air Conditioning Charge

5. The Landlord claims that the Tenant failed to notify the Landlord as required under the tenancy agreement that the Tenant installed an air conditioner and that the Tenant failed to pay the associated fees.
6. The tenancy between the Landlord and the Tenant began on September 1, 2022. The Landlord provided into evidence the tenancy agreement that states in part under schedule B of the Rules and Regulations, section 12, "Air conditioners shall not be used in the rental unit, without prior written approval of the Landlord, which permissions may be arbitrarily refused. The Landlord may charge a fee for each air conditioner used in the rental unit...".
7. In July 2025, the Landlord observed a window air conditioner coming from the Tenant's rental unit that was not authorized by the Landlord. The Landlord charged the Tenant \$116.00, and the Tenant has not paid this amount to the Landlord.
8. Section 123 (1) of the Act provides that:

A landlord may increase the rent charged to a tenant for a rental unit as prescribed at any time if the landlord and the tenant agree that the landlord will add any of the following with respect to the tenant's occupancy of the rental unit:

1. A parking space.

2. A prescribed service, facility privilege, accommodation or thing.

[Emphasis added]

9. Section 16(1) of the Ontario Regulations 516/06 (the 'Regulations') defines prescribed services, facilities, privileges, accommodations or things, and includes an air conditioner and extra electricity for an air conditioner.

10. I find that the air conditioner and extra electricity charged for the air conditioner meets the definition of a prescribed service for which a tenant can be assessed additional rent charged pursuant to section 123(1) of the Act.

11. I also find that the Tenant was required to pay for this prescribed service as evidenced by section 12 under Schedule B in the Rules and Regulations of the tenancy agreement.

12. O.Reg 516/06, section 16(1)(2) indicates that:

(2) If there is an agreement under subsection 123 (1) or section 125 of the Act, the maximum increase in rent or minimum decrease in rent shall be the actual cost to the landlord of the service, facility, privilege, accommodation or thing, other than floor space, that is the subject of the agreement or, where the actual cost to the landlord cannot be established or where there is no cost to the landlord, a reasonable amount based on the value of the service, facility, privilege, accommodation or thing.

13. I find that the charge allocated to the Tenant for the \$116.00 air conditioning charge reasonable for the entire season under the circumstances as hydro costs have steadily increased. The Landlord's Agent testified that attempts have been made to the Tenant to pay the air conditioning charge and those attempts have been unsuccessful.

14. Therefore, I find on a balance of probabilities the Tenant substantially interfered with the Landlord's rights, privileges and interests by not notifying the Landlord their intentions to install a window air conditioner and by not paying the air conditioning charge in accordance with the tenancy agreement and the Landlord's one-time seasonal charge to offset the hydro costs.

Lock Change, Key Scan Card, and Mailbox Key Charges

15. The Landlord also submits that the Tenant has lost his key to his rental unit and the key to his mailbox which has caused the Landlord to also have to replace these keys and change the Tenant's door lock. The dates range from March 6, 2024, up to December 30, 2025 and are specified under section 4 of this order. The Landlord has incurred \$663.00 in out-of-pocket expenses to replace the keys and the locks. The Landlord has requested the Tenant to pay these expenses and tried to negotiate a repayment plan with the Tenant but the Tenant has not cooperated nor paid any money towards these costs.

16. The Landlord uploaded into evidence invoices for each expense as listed in paragraph 4 of this order and has provided a copy to the Tenant each time.

17. The Landlord submits that the repeated requests for the replacement keys which resulted in changing the locks have put the security of the building at risk and have incurred extra costs to the Landlord.
18. Based on the uncontested evidence before me, I find that the Tenant has substantially interfered with the Landlord's rights, privileges and interests by repeatedly losing the keys to his rental unit and mailbox which resulted in the Landlord incurring out-of-pocket expenses for the replacement of the keys and changing the locks that the Tenant has failed to pay for. As such, the Tenant is required to pay the Landlord \$663.00 for these expenses.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$779.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$965.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Paula West Oreskovich
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.