



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-003298-25

In the matter of: 74 BEAVERBROOK LANE
KANATA ON K2K1L5

Between: Sarah Murphy Tenant

And

Galaxy Value Add Ontario Properties LP Landlord
Giovanni Patroni
Allan Harkness

Sarah Murphy (the 'Tenant') applied for an order determining that Galaxy Value Add Ontario Properties LP, Giovanni Patroni and Allan Harkness (the 'Landlord'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- 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 application was heard by videoconference on March 25, 2026.

The Landlord's Agent, Allan Harkness, the Landlord's Legal Representative, Lavinia Volney, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegation as it related to the hole in the floor substantially interfering with her reasonable enjoyment contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$985.41.
2. At the outset of the hearing, the Tenant advised she was not proceeding on the ground of altered locks.

Substantial interference:

3. The Tenant alleged that the Landlord substantially interfered with her reasonable enjoyment of her rental unit. The Tenant testified that the rental unit was uninhabitable

from November 2023 to July 2024. The Tenant filed her T2 application on January 17, 2025 and was aware that the limitation period prevented her from claiming issues from prior to January 18, 2024.

Flooring in Front of Back Door Missing:

4. The Tenant testified that she was without a main bedroom for many months prior to January 2024, there were water leaks and mold, and that from January 5, 2024 to January 22, 2024, the Landlord put her in a hotel while repairs were done in the rental unit. While most of the repairs were completed, the Tenant testified that the floor was not fixed properly, and the back door was unable to be opened. The Tenant testified that there was an order from the City of Ottawa on February 1, 2024 that the floors were to be fixed by April 2, 2024, however the repairs were not completed until July 17, 2024. The Tenant submitted as evidence the order by the City of Ottawa outlining the actions the Landlord must take, though there was no date on the order.
5. The Tenant testified that there was a hole in the floor in front of the back entrance until July 2024, and half of the living room was tarped off and she could not use it. The Tenant submitted photos into evidence that showed a hole approximately 2 feet by 3 feet in size with subflooring around it and the hardwood flooring placed to the side.
6. The Landlord's Agent, Alan Harkness (AH), testified that on July 17, 2024 the plywood was replaced at the back door and vinyl planks were installed. AH did not address the picture of the hole in the floor submitted by the Tenant as evidence.
7. I am satisfied on a balance of probabilities that the Landlord did substantially interfere with the Tenant's reasonable enjoyment of the rental unit by failing to address the hole in the floor within a reasonable time period. While the Landlord made repairs during January 2024, these were not completed properly and AH testified that the subflooring and vinyl flooring were not installed until July 17, 2024. I find that the Landlord did not provide a reasonable reason for leaving a large hole in the floor for approximately 6 months, and the interference with the reasonable enjoyment of the rental unit was unreasonable in these circumstances.
8. The Tenant sought a rent abatement of 25% for the period between January 18, 2024 to July 17, 2024. The Tenant testified that she only had partial use of the home due to the hole in the floor and she was interrupted by notices of entry and contractors during this time period. When asked, the Tenant did acknowledge that she still had access to the majority of the rental unit during this period. I find that a 10% rent abatement is appropriate given the size of the hole and the portion of the home that was affected. The Tenant's rent was \$1,562.35 and the affected period was 6 months. The total rent abatement is \$937.41.

Damage to Property During Renovations:

9. The Tenant testified that her personal belongings were damaged while the renovations occurred from January 5, 2024 to January 22, 2024. The Tenant also alleged that she needed to dispose of personal belongings as they were contaminated by the mold that was in the unit prior to the renovations.

10. The Tenant testified that during the renovations, her personal belongings were covered in drywall dust and contaminated by mold as they were not tarped by the Landlord or contractors during the renovations. The Tenant did not provide any supporting evidence to substantiate the allegation that the items were contaminated by mold. The Tenant testified that larger items she could not move from the living room she pushed into the corner or the kitchen, but did not put a tarp on as she thought that that contractors would do that. The Tenant further testified that she placed other furniture and personal belongings in her bathroom to be out of the way, and the contractors placed insulation in the bathroom, and potentially contaminated the items with asbestos. When asked if the Tenant knew that the insulation contained asbestos, she indicated that she did not, but at a minimum stated the belongings had fiber glass contamination.
11. AH testified that the Tenant is responsible for removing their items during renovations or protecting them with tarps. AH testified that the Tenant was told to remove her belongings, but this was not done. The Tenant did not dispute that she was told to remove her belongings by the Landlord. AH testified that the contractors only tarp a room they are working in to try and contain the dust, but ideally the rooms should be completely empty. AH testified that sometimes when tenants leave items in the pathway of a work zone, the contractors try and move them out of the way or tarp them, but that did not happen here, and they are not obligated to do that.
12. I am satisfied that section 8 of the Ontario Regulation 516/06 applies to this situation. Subsection 8(2)(a) of the Regulation says, "For the purpose of section 22....of the Act, this section applies to the Board in making a determination as to whether a landlord....in carrying out work in a rental unit or residential complex, substantially interfered with the reasonable enjoyment of the unit or complex for all usual purposes by a tenant, or former tenant, or by a member of the household of a tenant or former tenant and whether an abatement of rent is justified in the circumstances". "Work" is defined in the Regulation as "maintenance, repairs or capital improvements carried out in a rental unit or a residential complex."
13. Subsections 3(a) and 3(b) of the Regulation establish a threshold test for deciding substantial interference due to work. The test requires me to consider the subjective effect of the work on the Tenant and I cannot find that the interference was "substantial" unless, "the carrying out of the work constituted an interference that was unreasonable in the circumstances with the use and enjoyment of the rental unit..."
14. Based on the evidence before me, I am not satisfied on a balance of probabilities that the threshold test in subsections 3(a) and 3(b) of the Regulation is satisfied because I find that the subjective effect the work had on the Tenant was not substantial and the way in which the Landlord executed the work was not unreasonable.
15. Some dust and debris is to be expected from a significant renovation. The Tenant was told to remove her personal belongings before the renovation and she did not, and she took no effort to protect the belongings from the dust that would occur during the renovations. The Tenant submitted photo evidence that showed she left her couch and other belongings in the living room, where work was being completed, and she left items in the kitchen, including her mattress and office chair, without covering any of the items to protect them

from dust or debris. While the Tenant claimed she thought the contractors would do this, she provided no evidence to explain why she thought they were responsible when the Landlord had told her to remove her belongings.

16. As such, I find that the Tenant's actions to leave her personal belongings in the unit during renovations without protecting them with tarps was unreasonable. In addition, as the dust and debris is expected in such a renovation, and the Tenant did not remove her personal belongings from the rental unit as told and made no effort to protect them, I find that the interference from the dust and debris is not unreasonable. The Tenant also did not provide evidence to show how the items could not have been cleaned instead of disposed of, rather she claimed they were contaminated by mold without providing evidence to support this conclusion. The Tenant submitted photo evidence of the insulation placed in the bathroom, but her photos also show what the room looked like prior, and at most, the insulation was placed on top of what appeared to be flooring stacked on top of a bookcase, which could easily be wiped down.

17. Therefore, this portion of the application is dismissed.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$985.41. This amount represents:
 - \$937.41 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 8, 2026, the Landlord will owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.

May 28, 2026
Date Issued

Allana McComb
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.