



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Faustin v Memije, 2026 ONLTB 41171

Date: 2026-05-29

File Number: LTB-T-092699-23-RV

In the matter of: 3, 1167 WOODBINE AVE
EAST YORK ON M4C4C6

Between: Kadeem Kyle Faustin Tenant

And

James Richard Memije Landlord

Review Order

Kadeem Kyle Faustin (the 'Tenant') applied for an order determining that James Richard Memije (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.

The Tenant also applied for an order determining that 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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was resolved in favour of the Tenant by order LTB-T-092699-23 issued on May 2, 2025 and based on a hearing that took place by videoconference on March 20, 2024 and April 22, 2025.

On May 5, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved. The Landlord alleged that they were not reasonably able to participate in the hearing on April 22, 2025.

On May 6, 2025 interim order LTB-T-092699-23-RV-IN was issued, staying the order issued on May 2, 2025.

The review was heard by videoconference on June 10, 2025 and was granted by way of interim order LTB-T-092699-23-RV-IN2 issued on September 19, 2025 and a de novo hearing was scheduled.

This application was heard de novo by videoconference on November 10, 2025 and March 20, 2026.

The Tenant, the Landlord and the Landlord's legal representative, Kathleen Lovett, attended both hearings.

Determinations:

Request to amend the application denied

1. At the end of the hearing on November 10, 2025, after the Tenant gave evidence regarding their application, the Tenant requested to amend their application and to proceed with an amended application at the next hearing date. The Tenant had not amended their application since it was filed and their fee waiver request was accepted on December 2, 2023.
2. The Tenant submits that the previous Member who heard their application the first time granted an amendment without any formal request. The Tenant clarified that the issues in their application persisted and that they should be able to recount further instances of poor conduct by the Landlord including illegal entries and other substantial interference claims.
3. The Landlord was opposed to granting any further amendments based on the age of the file and based on the fact that the Tenant has had ample opportunity to amend their application and had not done so. Given the age of the file, it would be prejudicial to the Landlord to have to recount historical information relating to the tenancy. Also, because this is the first time the Tenant requested to amend their application and only after they were advised of the limitation period in their application and the corresponding remedy period outlined under subsection 29(2) of the Act, which would be from the August 15, 2023 move in to the date the application was filed on December 2, 2023.
4. I agree with the Landlord that it would be prejudicial to allow the Tenant to amend the application after the matter has already gone through lengthy proceedings. The matter was first scheduled on an urgent basis on January 29, 2024. It was then heard over two days on March 20, 2024 and April 22, 2025. The Tenant had every opportunity to request to amend their application by serving the Landlord a copy of their proposed pleadings and by filing a copy with the LTB during that time and they did not.
5. Additionally, this matter has gone through the review process and at any time the Tenant could have submitted an amended application to include additional grounds, additional details and additional remedy requests, however, they took no steps to do so despite the passing of two years.
6. Further, it was an error for the original Member to consider amending the application to include additional grounds that were not originally pled in the application without taking submissions from the Landlord on the request. It appears that the Member permitted the Tenant to make submissions regarding illegal entries to the unit, when no such submission was made in the application and they proceeded to grant remedies for the items not claimed. The Divisional Court's findings in *Beaugé v. Metcap Living Management Inc.*, [2012 ONSC 1160](#), at p.11, states:

“In the circumstances and without any amendment to the relief claimed, it was unfair to the landlord to make such an award without adequate notice and without proper submissions. This denial of procedural fairness constitutes an error of law.”

7. Accordingly, the Tenant’s request to amend the application beyond December 2, 2023 was denied.

T2 Application

8. The Tenant alleges that the Landlord changed the lock to the main entry door without providing the Tenant with a key in contravention of section 24 of the Act. The Tenant submits that this happened on November 23, 2023. The lock is a keypad and the Tenant submits that the Landlord changed the code after communicating with the Tenant approximately 7 days prior that the Tenant was no longer welcome in the property.
9. The Tenant testified that they came home and the code on the door had changed by approximately 6:00pm. He immediately sent a text to the Landlord. He submits it was snowing that day and he tried calling police, but the line was busy. He ended up gaining access to his unit by going upstairs and asking a neighbour to be let in. He told her he forgot his key and to requested entry through her door which she agreed.
10. The Tenant further testified that when he spoke with police the police had contacted the Landlord and he told them that the Tenant had stolen work equipment, such as the work van, and this is why he was locked out. After this the Tenant left the door unlocked in order to gain access. On December 17, 2023 the Tenant had a the code to the door and was able to gain entry using the keypad.
11. The Landlord agrees that he changed the keypad on November 23, 2023 as a result of an incident involving the theft of his company truck. He further testified that after he spoke with the police, he changed the code the following day and gave the Tenant the code. Aside from the Landlords oral testimony, which I find otherwise to be truthful, the Landlord provided no written correspondence of the code being given to the Tenant.
12. I therefore find that the Landlord altered the lock to the rental unit main door without providing the Tenant with the keycode in contravention of section 24 of the Act. Without corroborating evidence to the contrary from the Landlord, I find that the Tenant was able to access the rental unit with their code by December 17, 2023. This was a period of 24 days where the Tenant had to leave their front door unlocked to gain entry to their unit. I accordingly also find that this is substantially interfered with the Tenant’s reasonable enjoyment of the rental unit and that this conduct was most unwelcomed and harassing.
13. The Tenant requested an abatement equal to \$500.00 regarding all of the issues noted in their T2 application which includes other items the Tenant submits they remedied themselves in the unit.
14. Accordingly, I find that an appropriate abatement is to be \$200.00 which is the equivalent of approximately a 25% abatement over 24 days based on a monthly rent of \$1,000.00. (\$1,000 x 12 divided by 365 is \$32.88/day. 25% is \$8.22/day).

15. The Tenant requested that the Landlord pay a fine for locking the Tenant out of the rental unit in order to hold the Landlord accountable for their actions.
16. While I do accept that the Landlord admittedly changed the lock code, they did provide the Tenant the code thereafter. Aside from this, there was no further pleadings regarding a continued lockout. I therefore decline to issue a fine against the Landlord.
17. I am not satisfied, based on the evidence before me, that the Landlord deliberately interfered with the vital service of heat in the rental unit. In the Tenant's application they submit that the rental unit from September 1, 2025 to November 25, 2023 that the house has never been heated past 18 degrees Celsius. Even with their own portable heater in the bedroom, it does not reach more than 16 degrees.
18. At the hearing the Tenant testified that they purchased their own space heater in December of 2023 and January of 2024. They had no receipts regarding their purchase. They also testified to one date of October 9, 2023 that read 17 degrees, they otherwise did not provide any temperature readings for cold temperatures between September 1, 2023 and December 2, 2023.
19. The Landlord submits that he recalls the Tenant complaining that it was cold in the property. The bedrooms have radiator heat and there was a cold spot noted in the common area living room. On this basis, in October of 2023 the Landlord installed a heat pump. He also testified that in the interim, he provided the Tenant with a space heater. He recalls giving the Tenant a space heater in early October after they advised it was cold in the living room and before the heat pump was installed. They could not recall the exact date the heat pump was installed but testified he received no complaints thereafter about the cold temperature.
20. On a balance of probabilities, I am unable to find that there was a lack of heat in the rental unit beyond October of 2023 when the Landlord installed the heat pump. I also do not accept that the Tenant purchased their own space heaters in December and January and I find the Landlord more believable that they provided the Tenant with a space heater in early October in order to supplement the heat before the installation of the heat pump as the Tenant provided no receipts corroborating their purchase and otherwise did not provide any evidence of an issue with heat beyond October 9, 2023. Accordingly, the issue with heat in the rental unit is unsubstantiated and dismissed.
21. Even if I were to consider the issue with heat as a breach of the Landlord's maintenance obligations, based on the foregoing, I find the Landlord acted within a reasonable amount of time to address the issue of heat and therefore no remedy shall be ordered.
22. With respect to the allegation that the Landlord substantially interfered with the Tenant and harassed them on November 14, 2023, the Tenant failed to provide any corroborating evidence to support that the Landlord told them they were not a Canadian Citizen and to leave the rental unit in this respect. Additionally, the Tenant did not request a particular remedy in regards to this allegation. Accordingly, this part of the Tenant's application is dismissed.

T6 Application

23. The Tenants pleadings with respect to the work they allegedly did in the unit is insufficient as it provides no dates that they did the work. At the hearing the Tenant submits that the electrical issues they tended to relate to replacing 6 receptacle covers and placing painting tape over others. They admitted that they did not give the Landlord advance notice of the issue, and they just purchased the covers and then pointed out to the Landlord that they had done so. They gave no evidence with respect to the window sealing or baseboard opening repairs.
24. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should consider the facts in their entire context in determining whether there was a breach of the Act. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
25. The LTB has consistently held that a landlord should be given a reasonable opportunity to effect repairs in a rental unit after they are notified of the issue or become aware of the issue. In this case, the Tenant admittedly did not notify the Landlord of the issue and instead undertook to replace the electrical receptacle covers and then told the Landlord they had done so.
26. Additionally, the Tenant led no evidence with respect to the work they did or produce any documentary evidence supporting their out-of-pocket costs for any repair. Even if I were to consider the 6 electrical receptacle covers, they in no way would reach \$5,000.00. I am also not satisfied that the Tenant is entitled to the \$2,500.00 which they requested for cleaning or painting the unit as there was no evidence this was actually done or there were any costs incurred. On this basis, the Tenant's T6 application must be dismissed entirely.

Costs on Order LTB-T-092699-23-IN issued October 17, 2025

27. At the first de novo hearing that was scheduled to be heard on October 9, 2025, the Tenant was unprepared to proceed at the hearing and the matter was ultimately adjourned. At that hearing, the Tenant submitted that they had a visual impairment and that they could not locate relevant documents. After the hearing, the provided a medical letter confirming their vision impairment.
28. In the order, the Member found it appropriate, based on the Tenant's conduct at the hearing, to make an order for costs payable to the Landlord for \$200.00 and to pay LTB costs in the amount of \$300.00.
29. This cost order was also a contention between the parties when they attended the first adjourned hearing before me on November 10, 2025 as the Tenant was required to pay Board costs on November 30, 2025 and the costs to the Landlord by this date or the Tenant's application may be stayed or discontinued. The Landlord submitted that the hearing was premature and that the time on the interim order should expire first to see if the Tenant pays it. The Tenant was opposed to paying the costs at all.
30. The order that was issued with respect to costs was an interim order in these proceedings and it was based on the conduct at the hearing and the Tenant's failure to provide medical evidence supporting a need for accommodation. It was not a final order. The Tenant has

since provided medical documentation supporting their visual impairment. Accordingly, I do not find LTB costs appropriate under the circumstances.

31. However, based on the interim order noting that during the hearing on October 9, 2025, the Tenant would not move forward with their application, spoke over others during the hearing and became argumentative regarding their application and took up almost two hours worth of the Landlord's time and paid representative time, I do not find it appropriate to relinquish the costs ordered of \$200.00 for the Landlord.
32. On this basis, considering that the Tenant is successful on their application for the value of the Landlord's costs ordered, I find it appropriate to apply a set-off of the costs against the amount the Landlord is ordered to pay. In this regard neither party owes the other with respect to the Tenant's application.
33. 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.
34. This order contains all of the reasons for the decision within it and no further reasons will follow.

It is ordered that:

1. The order LTB-T-092699-23 issued on May 2, 2025 and the interim order issued on October 17, 2025 are replaced with the following order.
2. The Tenant's T6 application is dismissed.
3. The Landlord shall pay to the Tenant \$200.00 as an abatement of rent for the T2 application.
4. The costs ordered to be paid by the Tenant to the Landlord in the amount of \$200.00 under interim order LTB-T-092669-23-IN issued on October 17, 2025 is set off against the amount the Tenant owes the Landlord.
5. The LTB costs of \$300.00 ordered to be paid by the Tenant to the LTB under LTB-T-092669-23-IN issued on October 17, 2025 are withdrawn.

May 29, 2026
Date Issued

Terri van Huisstede
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.