



**Order under the
Residential Tenancies Act, 2006**

File Number: LTB-L-091008-23/LTB-T-085347-23

In the matter of: 76 ANTIQUE DR
RICHMOND HILL ON L4E4G3

Between: Yan Hua Tian Landlord
Yong Chen

And

Katayoun Keshvari Tenant
Alireza Rouygar Sabet

Yan Hua Tian and Yong Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Katayoun Keshvari and Alireza Rouygar Sabet (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

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

Yan Hua Tian and Yong Chen (the 'Landlord') also applied for an order requiring Katayoun Keshvari and Alireza Rouygar Sabet (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

Yan Hua Tian and Yong Chen (the 'Landlord') also applied for an order requiring Katayoun Keshvari and Alireza Rouygar Sabet (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. (L2 Application).

The Tenant applied for an order determining that the Landlord failed to maintain the rental unit as well as interfered with their reasonable enjoyment of the rental unit (T2 and T6 Application).

The matter was originally heard on March 25, 2024 however no order was issued by the Member prior to them leaving the Board. This application was heard by videoconference on December 16, 2025, March 5, 2026, April 1, 2026, and April 2, 2026. Following the completion of the hearing, the parties were invited to make written submissions. The Landlord served and filed written submissions on April 17, 2026. The Tenant responded with their submissions on May 1, 2026, and the Landlord's final reply was May 12, 2026.

The Landlords, the Tenant's legal representative Masoud Tchavoshi, and the Tenant Katayoun Keshvari attended all four hearing dates.

Determinations:

1. The issues in the applications overlap with one another, and the evidence provided at the hearing often related to both the Landlord's application and the Tenant's applications.
2. At the outset of the hearing the Landlord sought permission to amend their application. Given the history of the file, the content of the amendment, and the timing of the amendment, pursuant to Rule 15.3 of the Board's Rules of Procedure I denied the amendment request.

L2 Application

3. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

4. On November 17, 2023, the Landlord gave the Tenant an N5 notice of termination deemed served the same date. The notice of termination contains the following allegations:
 - On July 12, 2022 at 4:00pm the kitchen wall tiles were found damaged after the Landlord inspected the rental unit. As a result, the Landlord seeks \$463.81 for repairs;
 - On August 7, 2023 at 3:00pm the Tenant set up a user access code on the Ecobee thermostat without the Landlord's consent. After a new air conditioner was installed, the Tenant did not provide the access code therefore the Landlord had to replace the thermostat. As a result, the Landlord seeks \$224.85 for replacement;
 - On June 6, 2023 at 4:00pm, the Landlord found a mouse issue which was not reported by the Tenant. As a result, the Landlord paid \$395.50 for "mouse control expense";
 - Between June 29, 2023 and August 10, 2023, the Tenant obstructed the Landlord's attempts to repair the rental unit as well as denied reasonable access to the rental unit:
 - The Landlord arranged a plumber to attend the rental unit to replace a leaking water valve. The Tenant sought a hotel for the day.

- The Tenant refused to cooperate with the Landlord in installing a new air conditioner on July 26, 2023.
 - The Tenant did not allow entry for the Landlord's energy audit scheduled for August 10, 2023.
 - The Tenant did not allow entry for the Landlord's inspection on September 24, 2023.
 - The Tenant did not allow entry for the Landlord's inspection on October 4, 2023.
 - The Tenant restricted the amount of people the Landlord attempted to bring into the rental unit on October 6, 2023.
 - The Tenant did not allow entry for the Landlord's inspection on November 11, 2023.
- On September 24, 2023, at 10:00am, the Landlord discovered the Tenant has not maintained the outside ground as there are weeds growing in the backyard.
2. The Tenant raised a preliminary issue regarding confusion arising from the existence of three separate N5 Notices served by the Landlord. The Landlord confirmed in their submissions that only the allegations relating to the kitchen tiles, mice, and the thermostat were being pursued, as the remaining allegations had been voided by the Tenant. Given that each of these three issues was set out in all of the N5 Notices, I found that the Tenant was reasonably aware of the case to be met. Accordingly, the presence of multiple N5 Notices did not result in any confusion or prejudice to the Tenant.
 3. Despite the Landlords' written submissions, which included issues relating to denial of entry and backyard maintenance (which were not being pursued as they were voided), this narrowing of the issues was acknowledged by both parties, and the evidence and submissions that followed were confined to these three items accordingly.

Evidence of the Landlord

4. On the kitchen tile issue, the Landlord testified that during a July 12, 2023 inspection, damage was observed (warping and peeling of the tiles), and the Tenant verbally admitted that their cooking at high temperatures contributed to the damage. The Landlord's evidence is that the tiles and adjacent hood damage indicate improper use by the Tenant. The Landlord's cost to replace the tiles is \$463.81.
5. For the thermostat, the Landlord stated that the device was functioning when installed prior to the tenancy commencing. Shortly thereafter, the thermostat became inaccessible to them because the Tenant set an access code and did not inform them of the new code. During installation of a new air conditioner on August 7, 2023, since the Landlord did not have access to the code, they had to replace the unit. No formal receipt for the cost of replacement was produced however a screenshot from Best Buy was produced showing the replacement cost in which the Landlord swore under oath they paid.

6. Regarding the mice infestation, the Landlord testified that the Tenant knew about the issue for months before reporting it to them on May 29, 2023. The Landlord submits that the Tenant's delayed reporting increased the severity of the issue and ultimately led to increased costs, including a \$395.50 pest control invoice which was entered into evidence. The Landlord did not allege the Tenant caused the infestation, only that the delay in reporting it aggravated the situation.

Evidence of the Tenant

7. On the kitchen tiles, the Tenant testified that the plastic backsplash existed at move-in and was not installed by them. They denied any negligence, indicating that the damage occurred during normal cooking and that the material itself was inappropriate for use behind a stove. To prove their position, the Tenant pointed out the pictures of the tiles that are in the N5 Notice are being advertised online as "ceiling tiles". The Tenant emphasized in their testimony that in any event the replacement of the entire area is unnecessary.
8. Regarding the thermostat, the Tenant testified that they were never asked for the access code before replacement and did not understand how to reset it in the first place. They maintain they never received the old unit, had limited control over the replacement thermostat, and are now improperly being asked to pay the replacement cost.
9. On the mice issue, the Tenant asserts they reported the problem promptly upon discovery on May 29, 2023. Of note, the affected area was infrequently accessed storage.

Analysis

10. With respect to the kitchen tiles, I am not satisfied that the tiles were fit for their intended purpose. The Landlord's own evidence (found in the N5 Notice) indicates that the tiles were designed for ceiling use, not for installation as a backsplash behind a heat source (stove/oven). While there is no dispute that the tiles are damaged, the issue is whether the Tenant bears responsibility for that damage.
11. Section 34 of the Act states:

34 The tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant.
12. Based on the evidence before me, I am not satisfied that the Tenant caused undue damage to the tiles through wilful or negligent conduct. The Landlord's explanation that the damage resulted from high cooking temperatures is speculative and unsupported by persuasive evidence. I find it more likely than not that the tiles were inherently unsuitable for use as a backsplash and therefore not appropriate for installation in proximity to a heat source. Accordingly, I find that the Tenant is not responsible for the cost of replacing the kitchen tiles.
13. With respect to the thermostat, the evidence establishes that the Tenant changed the access code on the Ecobee thermostat and failed to provide that code to the Landlord

upon request. This issue arose in the context of the Landlord replacing the air conditioning system, at which time access to the thermostat was necessary to verify proper operation. I find the Landlord's evidence more credible that they asked the Tenant for the access code and the Tenant's refused to provide it in a timely manner. I make this finding as the Landlord's evidence was clear and straightforward that they would not have incurred an unnecessary cost to purchase a new thermostat had the Tenant's simply provided the code when first asked.

14. Section 64 of the Act states:

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

15. I find that the Tenant's failure to provide the access code interfered with the Landlord's lawful rights and interests. In the circumstances, it was reasonable for the Landlord to replace the thermostat when access could not be obtained. Although no formal receipt was produced, I accept that the replacement cost of \$224.85, as reflected in the Landlord's evidence from a Best Buy screenshot, is reasonable.

16. The Landlord seeks termination of the tenancy on the basis of this breach. I am not satisfied that eviction is warranted. Eviction is a remedy of last resort, and in light of the relatively modest cost of replacement, such an outcome would be disproportionate. Taking into account section 83 of the Act, I find that the Tenant shall reimburse the Landlord in the amount of \$224.85 for the replacement of the thermostat and no eviction is ordered.

17. With respect to the mice infestation, I do not find the Tenant responsible for the cost of pest control. The Landlord acknowledged in their evidence that the presence of mice was not caused by the Tenant. Rather, the Landlord's position was that the Tenant failed to report the issue in a timely manner.

18. Section 20 of the Act states:

20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

19. The obligation to maintain the rental unit, including addressing pest infestations, rests with the Landlord. The Landlord admitted that no pest control program was in place and provided no clear explanation as to why the issue was not identified during their prior attendances at the unit. In these circumstances, I am not satisfied that the Tenant breached the Act by failing to report the issue earlier, nor am I satisfied that the Tenant should bear responsibility for the associated pest control costs. There was no evidence, other than the Landlord's speculation, that the Tenant knew about the mice earlier than when it was actually reported.

T2 and T6 Applications

20. The Tenant alleges a pattern of ongoing misconduct by the Landlord throughout the tenancy, including harassment, illegal entry, failure to maintain the rental unit, and improper demands (such as providing historical proof of insurance). They claim that the Landlord repeatedly used inspections, notices, and repair issues to pressure them, while also failing to meet maintenance obligations and interfering with their reasonable enjoyment of the unit.
21. The allegations can be summarized as follows:
- Harassment and coercion: The Landlord allegedly conducted excessive inspections, questioned and recorded the Tenants without consent, and used repeated N5 notices and demands in a threatening or coercive manner
 - Illegal entry: The Landlord is alleged to have entered or attempted to enter the unit without proper notice multiple times throughout the tenancy
 - Improper denial / allegations of access: The Tenant claims the Landlord falsely alleged denial of entry despite numerous attendances for inspections and repairs throughout the tenancy
 - Thermostat issues: The Landlord allegedly refused to provide access to the thermostat, demanded payment for replacement, and required a deposit for access to the passcode
 - Kitchen tiles: The Landlord installed improper plastic tiles behind the stove and sought compensation from the Tenants for resulting damage
 - Mice: The Landlord blamed the Tenants for failing to report mice and claimed resulting damages, which the Tenants dispute
 - Maintenance failures: The Landlord is alleged to have failed to maintain the rental unit, including the air conditioner, stair railing, and water softener, causing inconvenience and expense to the Tenant
 - Repair and cost disputes: The Tenant claims they were improperly required to pay for or complete repairs (such as baseboards, weed control, snow/ice removal) that were not their responsibility
 - Insurance and documentation demands: The Landlord demanded excessive historical proof of insurance and proof of payments
 - Rent receipts: the Landlord failed to provide rent receipts when requested
 - Service and communication issues: The Landlord allegedly failed to provide a proper address for service and gave misleading information regarding notice requirements
 - Utility interruption: The Tenant alleges they were left without water during repairs without adequate accommodation
22. During the hearing, multiple issues were identified as statute barred pursuant to section 29(2) of the Act, and subsequently withdrawn by the Tenant. These include allegations concerning the water softener, salt, and harassment allegations dating back to 2019 and 2020.

Evidence of the Tenant

23. The Tenant testified that the Landlord's use of three overlapping N5 notices (September 14, October 7, and November 17, 2023) with similar allegations created confusion and reflected overall bad faith. While the Tenant accepts that the core issues in question (namely the tiles, thermostat, and mice) appeared across the notices, they maintain that the Landlord relied excessively on repeated notices to pressure them toward eviction. The Tenant's position is that the multiple notices is harassing in nature.
24. The Tenant testified that the Landlord engaged in a pattern of harassment and coercion during attendances at the unit, particularly surrounding inspections and alleged damage. They state that on October 7, 2023, the Landlord attended the unit and aggressively questioned them about the kitchen tiles, which they describe as an unwanted interrogation. The Tenant asserts that such conduct occurred repeatedly, causing them significant stress and anxiety whenever the Landlord attended the rental unit.
25. The Tenant further alleges other forms of harassment and tenant rights violations in the T2 application, claiming the Landlord conducted excessive attendances framed as inspections, took photos and videos throughout said inspections, and interrogated the Tenant improperly. The Tenant testified that they felt harassed as a result of the Landlord's claims that there was a denial of entry. The Tenant feels that they have consistently allowed the Landlord entry, giving examples of:
- June 1, 2023 where the Landlord entered the rental unit for 2 hours;
 - June 6, 2023 where the Landlord entered the rental unit for 3 hours;
 - July 7, 2023 where the Landlord entered the rental unit for 3 hours;
 - July 21, 2023 where the Landlord entered the rental unit for 3 hours;
 - August 7, 2023 where the Landlord entered the rental unit for 3 hours; and
 - October 7, 2023 where the Landlord entered the rental unit for 1 hour.
26. In addition, the Tenant alleged instances of illegal entry and inappropriate conduct. They testified that on October 5, 2023, the Landlord attempted to enter the unit without notice using their own keys, but was prevented from doing so due to a door chain. They also testified that the Landlord recorded and questioned them in an aggressive manner during this interaction. A further allegation of unlawful entry is made from September 1, 2023, although the Tenant had limited recollection of the circumstances.
27. The Tenant testified that the Landlord demanded extensive insurance records dating back to 2019 and subsequently relied on these demands in issuing an N5 notice, which they describe as excessive and intended to force termination of the tenancy.
28. Further allegations relate to repair disputes and financial demands. The Tenant testified that the Landlord accused them of damaging baseboards and required them to replace or pay for them, despite a lack of evidence as to what the original condition was prior to moving in. The Tenant also alleges that the Landlord refused to provide access to the

thermostat unless a payment was made and subsequently demanded reimbursement for its replacement. The Tenant deemed this to be harassing behaviour.

29. Additional concerns include the Landlord demanding payment for alleged kitchen tile damage and requiring the Tenants to manage weeds using purchased weed killer, which they dispute as their responsibility entirely.
30. The Tenant further alleged deficiencies in maintenance, testifying that the Landlord failed to properly accommodate them during air conditioning repairs and that they were without water for several hours during plumbing repairs.
31. Finally, the Tenant raised broader issues concerning the tenancy, including demands for post-dated cheques without providing rent receipts, failure to provide a proper address for service, and longstanding maintenance concerns such as a malfunctioning air conditioner (fixed in August 2023) and an unrepaired basement stair railing. They characterize these issues as part of an ongoing pattern of conduct by the Landlord that interfered with their tenancy and caused financial loss and stress.
32. As a result of the alleged breaches, the Tenant seeks various monetary remedies.

Evidence of the Landlord

33. The Landlord maintains that all attendances at the rental unit were for legitimate repair or maintenance purposes and were not harassing in nature. They deny conducting excessive inspections, testifying that they only attended the rental unit for specific reasons. Notices of entry were provided in advance, outlining both the time and purpose of each visit. For example, on June 1, 2023, the Landlord attended to investigate issues in the rental unit, including the mice and dishwasher. Similarly, on July 7, 2023, the Landlord arranged for a water valve repair which required coordination with the municipality to shut off the water.
34. The Landlord emphasized in their testimony that the Tenant ultimately acknowledged that these attendances were for legitimate purposes, though they take issue with the Landlord's additional actions during those visits. The Landlord denied any allegations of illegal entry. With respect to October 5, 2023, the Landlord testified that entry was not obtained because the Tenants had secured the door with a chain, and this refusal led to the service of an N5 notice. The Landlord also denied any entry on September 1, 2023, noting that no evidence was provided to support that allegation.
35. Regarding insurance, the Landlord explained that they had legitimate safety concerns and requested proof of tenant liability insurance. Beginning on August 13, 2023, and through multiple follow-ups, they requested documentation covering prior years. The Landlord testified that the Tenant failed to provide proof of prior years, receiving only partial records by mid-September 2023, which prompted further requests and contributed to the issuance of an N5 Notice. The Landlord denied ever requesting insurance payment records, asserting that this was a misinterpretation by the Tenant.

36. On the issue of alleged damage, the Landlord submitted photographs into evidence showing that certain damage in the rental unit, such as the baseboards, were beyond normal wear and tear. They note that the Tenant acknowledged responsibility in correspondence and agreed to repair the damage. The Landlord feels that they acted reasonably in pursuing compensation.
37. The Landlord also testified that they acted reasonably with respect to repairs and scheduling. They communicated with the Tenant regarding air conditioning repairs and provided options including the possibility of deferring work to a more appropriate date for the Tenant. Similarly, the water valve repair date was selected based on the Tenant's availability. The Landlord indicated that they accommodated the Tenant whenever possible and that all repair-related attendances at the rental unit were necessary.
38. With respect to the other administrative matters in the Tenant's applications, the Landlord testified that rent receipts were only requested once in June 2020, at which time they were provided. The Landlord further testified that their mailing address was provided in October 2023.
39. In cross-examination, the Landlord acknowledged certain limitations in their evidence, including the absence of a move-in condition report and any photographs of the rental unit at the start of the tenancy. The Landlord also confirmed that they did not contact the thermostat manufacturer before replacing the device, citing the urgency of the situation, and that no formal pest control program was in place. Despite these points, the Landlord maintained that their actions throughout the tenancy were reasonable, necessary, and consistent with their obligations as landlords.

Analysis

40. Section 23 of the Act states:

23 A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

41. The Tenant alleges that the Landlord's repeated use of N5 notices, inspections, recording, and various demands for documentation formed an overall pattern intended to pressure and intimidate the Tenant. It is uncontested that the Landlord served three N5 notices in relatively short succession during September, October, and November 2023, all of which addressed overlapping issues occurring during the tenancy.
42. The mere service of notices under the Act does not necessarily constitute harassment when the notices relate to legitimate tenancy concerns. The Landlord is entitled to pursue remedies available under the Act where they reasonably believe breaches have occurred. The Board has consistently held that the use of statutory notices for legitimate purposes does not amount to harassment absent evidence of bad faith, intimidation, or conduct beyond what is reasonably necessary to enforce the tenancy agreement.
43. The Tenant acknowledged that many of the attendances at the rental unit related to legitimate maintenance or repair concerns, including plumbing work, water valve repairs, pest concerns, and appliance issues. The Landlord provided evidence that notices of entry

were served identifying the purpose and timing of the attendances, while also taking the Tenant's availability into consideration. From the testimony of the Tenant, it appears the main issue relates to the Landlord's behaviour during those attendances, including questioning regarding damage and the taking of photographs and/or recordings.

44. While the Tenant described these interactions as stressful and intimidating, the evidence does not establish on a balance of probabilities that the Landlord's conduct rose to the level of harassment or coercion prohibited by section 23 of the Act. Landlords are generally permitted to document the condition of a rental unit, investigate alleged damage, and communicate concerns regarding tenancy issues. Although the Tenant may have found the interactions unpleasant, I find that the evidence falls short of establishing a deliberate pattern of intimidation or harassment sufficient to constitute a breach of the Act.
45. With respect to the allegations concerning denial of entry, the evidence demonstrates that the Landlord attended the rental unit on numerous occasions between June and October 2023, often for multiple hours at a time. The Tenant relies on these attendances to argue that allegations of denied access on the N5 Notices were exaggerated or unfounded. However, the existence of prior access does not preclude the possibility that access may have been denied on other occasions. In any event, the issue before the Board is not whether the Landlord accurately characterized every interaction, but whether the Landlord's conduct substantially interfered with the Tenant's reasonable enjoyment under section 22 of the Act or constituted harassment under section 23 of the Act.
46. The Tenant also alleged that the Landlord demanded proof of insurance and proof of payments which resulted in them feeling harassed. While the requests for documentation may have been frustrating to the Tenant, the Landlord was entitled to request proof of tenant insurance as it was required in the tenancy agreement. I do not find the Landlord's conduct substantially interfered with the Tenant's reasonable enjoyment under section 22 of the Act or constituted harassment under section 23 of the Act.
47. The Tenant further alleged that the Landlord improperly demanded payment for repairs and maintenance items including the thermostat, baseboards, weeds, snow and ice removal, and kitchen tiles. There is no question that landlords bear responsibility for ordinary maintenance and repair obligations, while tenants may be liable for undue damage caused wilfully or negligently.
48. Regarding rent receipts, the Tenant did not provide sufficient evidence establishing repeated unfulfilled requests for receipts. Additionally, although the Tenant alleged the Landlord failed to provide a proper address for service, the evidence indicates that a mailing address was ultimately provided in October 2023. While this may have caused inconvenience, the evidence does not establish a substantial breach warranting compensation.
49. The threshold for substantial interference is higher than mere inconvenience. The Tenant testified that the repeated inspections, notices, demands for payment, and disputes caused stress and anxiety. However, the evidence suggests these were ordinary disputes arising between landlords and tenants. The evidence does not establish that the

Landlord's conduct substantially interfered with the Tenant's use and enjoyment of the premises within the meaning of section 22 of the Act.

50. The Tenant also alleges unlawful entry contrary to sections 25 and 27 of the Act. The Tenant alleged that on October 5, 2023, the Landlord attempted entry without notice using their own keys but was prevented from entering because the Tenant had a chain lock on the door. The Landlord acknowledges attending on that date but denied gaining entry to the rental unit. Based on the evidence before the Board, there is insufficient evidence to conclude that the Landlord entered the unit unlawfully on October 5, 2023. At most, the evidence establishes an attempted entry in disputed circumstances. The additional allegation concerning September 1, 2023 was unsupported by particulars or documentary evidence. Accordingly, the Tenant has not established on a balance of probabilities that the Landlord unlawfully entered the rental unit contrary to section 25 of the Act.
51. When considering whether a landlord has breached section 20 of the Act, I must consider the Ontario Court of Appeal's guidance in *Onyskiw v. CJM Property Management*, 2016 ONCA 477 (CanLII) which directed the Board to look at the entirety of the factual situation before determining whether or not the Landlord committed a breach of the Act.
52. The Tenant's allegations relate to the air conditioner, basement stair railing, water interruptions during repairs, pest control, and thermostat access. The evidence establishes that the air conditioner was ultimately repaired in August 2023. While the Tenant experienced inconvenience during the delay, the Landlord provided evidence that repair scheduling was discussed with the Tenant and accommodations were considered. Similarly, the water interruption associated with the water valve repair appears to have been temporary and connected to necessary repair work coordinated with the municipality. Temporary interruption of services for legitimate repair purposes does not constitute a breach of the Act, particularly where the repairs themselves are necessary. Based on the evidence of the Tenant, and taking into account *Onyskiw*, I cannot conclude that the Landlord breached section 20 of the Act.
53. With respect to pest control, the Landlord acknowledged that no formal pest control program was implemented. However, the evidence before the Board is insufficient to establish that the Landlord failed to respond reasonably to the mice issue or that the condition became so serious as to amount to a breach of section 20 Act. While the Landlord may have been able to find the mice issue sooner during one of their inspections, I do not find their conduct once they become aware of the issue to be unreasonable.
54. The allegation concerning the basement stair railing raises a more significant maintenance concern. If a stair railing remained unrepaired for an extended period, this may constitute a failure to maintain the premises in a good state of repair. However, the evidence before the Board lacks sufficient detail regarding the severity of the missing railing, the duration of the issue, and whether the railing affects habitability of the rental unit or safety. Accordingly, the evidence is insufficient to support a monetary remedy. Of note, the T6 Application indicates the railing has been repaired as of October 27, 2023.

55. The Tenant bears the burden of establishing, on a balance of probabilities, that the Landlord breached the Act as alleged in the applications. While certain aspects of the Landlord's conduct may reasonably have caused frustration or stress to the Tenant, the evidence has not established substantial interference, harassment, unlawful entry, or serious maintenance breaches sufficient to justify the monetary remedies sought.

56. Accordingly, the Tenant's T2 and T6 applications are dismissed.

It is ordered that:

1. The Tenant shall pay to the Landlord \$410.85, which includes \$224.85 for the new thermostat and \$186.00 application filing fee.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.
3. The T2 and T6 applications are dismissed.

May 28, 2026
Date Issued

Brett Lockwood
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.