



Order under Section 31 Residential Tenancies Act, 2006

Citation: Gauthier v Bassetti, 2026 ONLTB 41067

Date: 2026-05-27

File Number: LTB-T-003956-23

In the matter of: 2, 295 CEDAR ST
SUDBURY ON P3B1M8

Between: Jade Patricia Amber Gauthier Tenant

And

Giorgio Bassetti Landlord

Jade Patricia amber Gauthier (the 'Tenant') applied for an order determining that Giorgio Bassetti and Bridget Lacelle (the 'Landlord'):

- entered the rental unit illegally.
- withheld or interfered with their vital services or care services and meals in a care home; and
- maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on May 21, 2026.

The Landlord's Representative, Ashley Cassidy, the Tenant and the Tenant's Representative, Roselle Greuter attended the hearing. Tenant's witness, Cory Groulx and the Landlord's witness, Wali Hossain also attended the hearing.

Preliminary Issue:

1. Bridget Lacelle is not the Landlord and is removed as a party to this application as reflected in the style of cause of this order.
2. The Landlord's Representative indicated the amended application caused confusion as some of the dates didn't contain years or timelines. I disagreed. I find the amended application contained enough detail for the Landlord to know the case required to be met. There was an adjudicative case conference, two previous adjournments and the application filed on January 12, 2023, was amended on June 2, 2023, that narrow the issues and included enough full dates within the one-year limitation period for the Landlord

to know the case they were required to defend against. I was not prepared to dismiss the application without considering the merits of the Tenant's application.

Determinations:

3. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

Heat:

4. The Tenant testified she had no heat in the master bedroom and was using space heater throughout the winter months in 2020, 2021, and 2022. She testified she reported the problem to Landlord either in September 2021 or October 2021. The Tenant also heard a strange noise (leak) on January 25, 2022, coming from under the bedroom wall by the window which was connected with the boiler. The Landlord investigated and in January 2022 the Tenant testified the Landlord's agent removed and replaced the boiler in the master bedroom which emanated heat. The application was amended on June 2, 2023, and period of the heat issue is out of time. I have no authority to consider lack of heat in the unit before and on January 25, 2022, because the limitation period as per the date the application was amended is June 2, 2022. Thus, this portion of the application is out of time.
5. The Tenant indicated there was a hole in the wall exposing the boiler when it was replaced but the Tenant failed to establish or provide enough detail for me to understand the scope or extent of the problem, nor was it raised in her application.
6. According to the Tenant, the problem with the lack of heat continued, however there was not enough details about the temperatures in the unit, except one photograph of a device purchased by the Tenant that showed 13 degrees taken February 24, 2023. The Tenant also stated she doesn't remember reporting an ongoing problem with the heat after the boiler in her room was replaced. The Landlord has can't fix what they don't know is broken. I do not find the Landlord breached his maintenance obligation because the Tenant never reported or produced enough evidence that she reported an ongoing problem with heat in her room on or after February 24, 2023.
7. The heating system for the entire building was replaced, including the installation of new radiators in the Tenant's unit which is not disputed. The Landlord's witness testified about the invoice dated November 14, 2022, for the work which was completed on November 14, 2022. The Landlord did not challenge the Tenant's evidence there was no heat in the building between October 31, 2022, to November 14, 2022.
8. The Tenant was told to run space heaters to mitigate the impact.
9. I considered Section 8 of O.Reg 514/06 of the Act. There was no evidence by the Tenant that the Landlord failed to do any of the following under Section 8(4) that states,
 - 1) Landlord gave at least 60 days notice before work started (or asap if emergency)
 - 2) prospective tenants were given notice prior to entering into tenancy agreement
 - 3) notice describes the nature of the work, impact on tenants and length of time for the work
 - 4) notice was accurate and comprehensive as at the time it was given

- 5) if there was a change in item #3 after notice given the landlord must provide an update in a timely manner
- 6) the work must:
 - (i) be necessary to protect/restore physical integrity of residential complex
 - (ii) be necessary to comply with maintenance, health, safety or other standards required by law
 - (iii) be necessary to maintain plumbing, heating, mechanical, electrical, ventilation, or air conditioning system
 - (iv) be to provide access for persons with disabilities
 - (v) be to promote energy or water conservation
 - (vi) be to maintain or improve security of the residential complex
- 7) If the *Building Code Act, 1992*, requires a permit for the work – the permit must have been issued
- 8) work was carried out at reasonable times, or times permitted by Municipal noise control by-law

10. An abatement of rent is not ordered given the extent of the capital expenditure to the entire building, and the duration of the work was reasonable in the circumstances.

Bathroom tiles:

11. The Tenant reported loose tiles in the bathroom sometime in September or October 2022 but did not know the specific date. The Tenant's photograph taken in October 2022 showed dark grout/substance surrounding the top of three tiles adjacent to the top of the tub and did not show the condition of the underlay beneath the tiles to support there was structural damage to the integrity of the wall that required repair. The Landlord presented an invoice dated October 6, 2022, that referred to a blocked drain of the tub that was snaked which corroborated some work and service was rendered by a plumber to repair the bathroom. There was nothing about the tiles on the invoice or investigation for a leak, but the Tenant stated the tiles were resecured in September or October 2022 sometime and the Landlord's witness stated the plumber found no leak with the pipes. Based on the best evidence before me, I find the Landlord did not ignore their maintenance obligation having hired a plumber to investigate and do the repairs on October 6, 2022, and the fact the Tenant had full use of the shower. Whether the Landlord responded within a reasonable time frame is unknown because the Tenant did not know the specific date in September or October 2022, the problem was reported. As such, I also do not find the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit because there was no evidence to establish there was unreasonable delay between the date the Tenant reported the problem and the Landlord fixed it.
12. I acknowledge the Tenant's testimony that she was told by the Landlord's maintenance person that further work would be required to fix the wall, but I do not find there was an ongoing problem with the integrity of the wall which substantially interfered with the Tenant's normal use of the shower until February sometime, date unknown.
13. In February 2023, approximately five months later, the Tenant stated the shower tiles started to move when pressure was applied and came off the wall again. The Tenant did not know the date but associated it to a period just before the Tenant moved out of the rental unit on March 1, 2023.
14. The Tenant's photograph shows six tiles, where the underlay for one row consisting of 3 tiles was crumbled and cracked while the second row also containing three tiles showed

underlay of old tiles that were intact. The date the photograph was taken is unknown. The Tenant did not know when the problem was reported to the Landlord, but the Landlord's witness testified that once the Landlord became aware of the problem, it was repaired. The Tenant has the onus of proving the period or duration she lost use of the shower which has not been met. I do not find the Landlord failed to meet their maintenance obligation because at some point on or after March 1, 2023, they fixed the problem.

Fire alarm:

15. The smoke detector was not functioning, and the Tenant relies on her email to the Landlord's Agent dated April 25, 2022, that informs her the smoke detector never actually worked since she moved in. The Tenant was told that someone would attend her unit on June 29, 2022, but the Tenant couldn't recall if anyone attended on July 29, 2022.
16. The Landlord's witness stated the repairs were made but didn't have any details or dates to corroborate his testimony.
17. On a balance of probabilities, I find the Tenant's actions, having provided no evidence of further complaints about the detector after June 29, 2022, supports an inference that the Landlord initiated action to repair the problem. There was no affirmation stating that no one attended because the Tenant stated she couldn't remember whether someone attended her unit. There was also no further evidence of complaints in the Tenant's and Landlord's email chain, after the arrangements were made to repair the device after June 29, 2022. As such, I give weight to the Landlord's witness' testimony that the problem was repaired.
18. Based on the April 25, 2022, the Landlord waited 65 days before sending someone to repair the device which I find is unreasonable given the device is required by fire code for safety. A working safety device is a landlord's responsibility and under the Act is a maintenance breach if the device is not in good state of repair and in proper functioning order. Despite my finding, that the landlord breached their maintenance obligations due to the delay, the remedy period is one year from the date the application was amended on June 2, 2023. Therefore, the only remedy period the Board has jurisdiction to consider would be June 2 to June 29, 2022, or 27 days. When I considered the impact to the Tenant as a result of the Landlord breach of maintenance obligation under the Act, I find the Tenant did not establish there was any effect to her occupancy or daily living and there was no material interrupted as a result a fire or smoke due to the Landlord's delay. An abatement of rent for this period is therefore not reasonable.
19. This order contains all my reasons.

It is ordered that:

1. The application is dismissed.

May 27, 2026
Date Issued

Sandra Macchione
Vice Chair, 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.