



**'Order under Sections 130, and 31
Residential Tenancies Act, 2006**

Citation: Li v Edwardson, 2026 ONLTB 24516

Date: 2026-05-27

File Number: LTB-T-053885-25

In the matter of: F-110 CentrepoinTE Drive
Ottawa Ontario K2G6K3

Between: Rui Rui Li
Wai See Gan
Tenants

And

2573048 Ontario Inc
Landlord

Rui Rui Li and Wai See Gan (the 'Tenants') applied for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex. (**T3 Application**)

This application was heard by videoconference on January 5, 2026. The Tenant, the Tenant's representative, Huenyi Gan, and the Landlord's agents, Gunta Edwardson and Chris Meloche, attended the hearing.

Preliminary Matters:

Named parties

1. On June 24, 2025, the Tenants filed a T3 application with the Board. The tenants named on the application are Rui Rui Li and Huen Yi Gan. The Tenants named Gunta Edwardson as a landlord along with the numbered corporation.
2. A review of the tenancy agreement indicates the tenants are Rui Rui Li and Wai See Gan. Huen Yi Gan is the Tenants' daughter and has been authorized to represent her parents in this proceeding. As Huen Yi Gan does not meet the definition of a tenant, the application has been amended to remove her as a named party and Wai See Gan added as a named party. Additionally, as the property is owned by the numbered corporation, Gunta Edwardson has been removed as a named party as they are an agent for the Landlord.

T3 application amended to T2 application

3. The Tenants allege that the Landlord's construction work substantially interfered with their reasonable enjoyment of the rental unit. Given this, they ought to have filed a T2 application under section 29(1) of the *Residential Tenancies Act, 2006* (the 'Act') rather than a T3 application which concerns a reduction or discontinuance in services or facilities.
4. On December 15, 2025, the Tenants filed with the Board several documents, including a T2 and T6 application by sending an email to ltb.evidence@ontario.ca. This email address is strictly for the submission of evidence in matters currently before the Board. It is not to be used to file new applications. To file a new application with the Board, the Tenants would have been required to pay a new application filing fee and submit the application to the Tribunals Ontario Portal, by mail, or at a select Service Ontario location. This means the T2 and T6 applications were not properly filed with the Board.
5. I accept that many self-represented tenants use the wrong forms. Here, the information the Tenants have provided is sufficient to allow the Landlord to understand the case that must be met. The Landlord indicated that they were prepared to defend the matter. Accordingly, the T3 application is amended to a T2 application.
6. The T6 application, however, shall not be considered as it was not properly filed with the Board.

Determinations:

7. In January of 2024, it was discovered that the balconies in the residential complex had to be replaced due to a design and construction error. The project to replace the balconies started on April 15, 2025, and ended on August 18, 2025.
8. The Tenants allege that the Landlord substantially interfered with their reasonable enjoyment of the rental unit and the residential complex during the repairs by creating noise and mess, temporarily removing their air conditioner, and preventing them access to the balcony.
9. Section 8 of Ontario Regulation 516/06 ('O.Reg. 516/06') permits landlords to renovate their properties, while limiting their liability while performing the renovations. Subsection 8(3)(b) of O. Reg. states that the Board "shall not determine that an interference was substantial unless the carrying out the work constituted an interference that was unreasonable in the circumstances with the use and enjoyment of the rental unit or residential complex by the tenant".
10. In determining whether the interference was unreasonable under the circumstances, I must consider whether the work was done in a manner that was unreasonable, and/or inconsistent with industry normal.

11. The Landlord does not dispute that the repairs created noise and dust. There also seems to be no dispute that the Tenants did not have access to the balcony during the repairs, construction materials were stored in the rental unit, and that the Tenants' air conditioning unit had to be removed during the repairs.
12. Although the Tenants described being bothered by the construction noise and smell of construction material, inconvenienced by the dust and insects, and confined by the lack of access to the balcony, there was no evidence that they were unable to use the property for all usual purposes. There was also no evidence to determine whether the work performed on the balcony or exterior was done outside of allowable hours or was done in a manner inconsistent with industry standards
13. The Tenants maintain that construction workers entered the rental unit approximately 15 times without proper notice.
14. The parties disagree as to whether advance written notice was provided to the Tenants in each instance. I found the testimony of the Tenants to be more reliable as the evidence of the Landlord did not confirm, on a balance of probability, that the condominium corporation was keeping them current on daily or weekly work schedules.
15. The Tenants stated that these entries prevented them from their usual work and studies as they had to arrange for someone to be home to monitor the activities of the construction workers. The choice to remain in the rental unit was the choice of the Tenants and not a requirement under the Act. A landlord only needs to provide at least 24 hours' written notice to enter the rental unit and does not require the consent of the tenant. As such, I am not convinced the inconvenience caused by the entries impacted the Tenants' ability to use and enjoy their rental unit, or the residential complex, for all usual purposes.
16. The biggest interference to the Tenants seems to be the removal of the air conditioner. On or around June 23, 2025, the Landlord granted the Tenants' request to be moved to a hotel during the persistent heat. The Tenants then traveled to China to visit family on or around June 25, 2025. The Tenants returned to the rental unit on August 30, 2025. I am not convinced the Tenants traveled to China because of the repairs. As the Tenants were not in the rental unit from June 25, 2025, to August 30, 2025, it can not be said they were unable to use the property for all usual purposes during that period.
17. Finally, the Tenant alleged in her T2 Application that the Landlord had harassed, obstructed or interfered with her but failed to provide any specific detail on how this occurred. Based on the evidence, I find on a balance of probability that the Landlord did not harass, coerce, obstruct, threaten or interfere with the Tenant.

It is ordered that:

1. The Tenants' application is dismissed.

May 27, 2026
Date Issued

Douglas Malanka
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.