



Order under Section 30 and 31 Residential Tenancies Act, 2006

File Number: LTB-T-008210-25

In the matter of: 157 St Joseph Rd
Lindsay ON K9V0G8

Between: Caitlin Patterson Tenant

And

Rajwinder Ghuman Landlord

Caitlin Patterson (the 'Tenant') applied for an order determining that Rajwinder Ghuman (the 'Landlord'):

- 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.
- 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.

This application was heard by videoconference on May 25, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

T2 Application:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. In *Ball v Metro Capital Management Inc.* [2002] OJ No 5931 (Div. Crt), the Divisional Court considered subsection 43(2) of the *Act* and found that the purpose of requiring that a landlord provide reasons and details in a notice was to: (a) allow the tenant to be in a position to know the case to be met; (b) allow the tenant to decide whether or not to dispute the allegations made by the landlord; and, in the case of a voidable notice, and (c) allow the tenant to stop the conduct or activity or correct the omission. Thus, to comply with subsection 43(2) of the *Act*, a notice should include the dates and times of the alleged conduct, together with a detailed description of the alleged conduct.

3. While *Ball* dealt with a notice of termination under s. 64 of the *Act*, I find that the principles in *Ball* also apply to Tenant applications. In this case, the Landlord was not given enough specific information to know how to adequately defend the Tenant's claims.
4. When I raised the above as a preliminary issue with the Tenant, she agreed that she omitted specific information in her application, specifically dates and times of the events that gave rise to the application. I find that the T2 application lacked the detailed information needed to put the Landlord on notice and to know the case to be met in preparation of the hearing. The Landlord cannot be expected to respond to vague allegations on an application. It would be unfair to the Landlord to learn of the details for the first time at the hearing. Therefore, I find that the Tenant's T2 application must be dismissed.

T6 Application:

5. The Tenant also filed a T6 application with the Board. The only remedy on the T6 application was the Tenant requesting the Landlord fix the stairs in the rental unit and also to remove the Tenant's minors from the lease agreement.
6. Both the above issues are no longer live issues for the Board to determine. The parties agreed that the Tenant vacated the rental unit on March 5, 2025, which means the stairs in the rental unit are no longer an ongoing concern as the Tenant no longer lives in the rental unit. Secondly, the tenancy has already been terminated and the particulars related to the lease agreement are no longer live issues that require the Board to make a finding.
7. Therefore, the T6 application is dismissed.

It is ordered that:

1. The Tenant's applications are dismissed.

May 29, 2026

Date Issued

Vishal Nanda

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.