



## **Order under Section 135 Residential Tenancies Act, 2006**

**Citation:** Bryant v 3002985 Canada Inc., 2026 ONLTB 42603

**Date:** 2026-05-29

**File Number:** LTB-T-103150-24

**In the matter of:** 138 Holton Road  
Lyndhurst ON K0E1N0

**Between:** Tony (TuBears) Bryant Tenant

**And**

3002985 Canada Inc. Landlord  
Heiner Kammann

Tony (TuBears) Bryant (the 'Tenant') applied for an order determining that 3002985 Canada Inc. and Heiner Kammann (the 'Landlord'):

- collected or retained money illegally;
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex for all usual purposes by the Tenant or by a member of their household; and
- 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 11, 2026.

The Tenant's Legal Representative, Francis Dobri, the Tenant, the Landlord's Legal Representative, Shasta Pearson and the Landlord attended the hearing.

### **Determinations:**

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$5,871.85 by June 9, 2026.
2. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.

3. The Tenant, the Landlord and their Legal Representatives resolved a number of claims in each of the T1, T2 and T6 which I will be setting out under the appropriate application. The only issues that required adjudication include the rental fee of \$50.00 per month for the chicken coop and the cost of the perished birds after the Landlord disconnected the power to the chicken coop. I must determine whether the chicken coop is included in the leased premises.

Chicken Coop Usage and Perished Birds

4. The parties provided me with a copy of the executed lease dated January 1, 2022 whereby the Tenant was to rent the premises commencing November 1, 2022. The lease, drafted by the Landlord, stated "In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease for part of the premises including the buildings thereon (the "Buildings") known municipally as 138 Holton Road, Lyndhurst, Ontario and as outlined in red on Schedule A attached hereto (the "Premises"). For greater certainty, the Premises include with a self-contained one bedroom suite and one room of the storage shed located on the north west corner of the building."
5. The Tenant's position is that the chicken coop is squarely within the red-lined area and as such, he should not have to pay \$50.00 per month to rent the chicken coop. The Landlord's position is that the premises include the one-bedroom unit and one room of a storage shed and thus the chicken coop is not part of the Premises rented by the Tenant. Thus, the Landlord believed that he had the right to charge \$50.00 per month for the Tenant's use of the chicken coop and is entitled to the \$1,100.00 he collected from the Tenant.
6. After reviewing the lease in its entirety and reviewing the map on Schedule A (page 14 of the lease) which detailed the buildings included in the red-lined premises, I am satisfied that the chicken coop is included in the rented premises.
7. Further, I note that the Landlord drafted the lease and thus any ambiguity in the lease should be interpreted against the interests of the drafter of the contract. This legal doctrine is called *contra proferentem*. Although the first line of the lease states that the rented premises are set out within the red lined area in Schedule "A", the second sentence is ambiguous when it states "for greater certainty, the premises include with a self-contained one bedroom suite and one room of the storage shed located on the north west corner of the building."
8. Due to the confusion with the wording in the second sentence, the "greater certainty" clause, I must interpret the contract to the benefit of the Tenant who did not create the contract.
9. For these reasons and the clear map that details which buildings are included in the premises, I find that the lease allows the Tenant full use of the chicken coop. Therefore, the 22 months whereby the Tenant paid \$50.00 per month for the use of the chicken coop, shall be returned to the Tenant. The Landlord shall pay \$1,100.00 to the Tenant.

10. Regarding the issue of the perished birds, both parties agreed that the Landlord shut off the power to the chicken coop on January 22, 2026. The Landlord stated that his electricity usage had gone up drastically and the Landlord determined that this increase was due to the Tenant's electricity use in the chicken coop. At that time, the Tenant had stopped paying the \$50.00 per month for the use of the chicken coop and the Landlord "turned off the power to anything he deemed unnecessary" and he locked the electrical panel area.
11. As soon as the Tenant realized that the power was off in the chicken coop, he immediately requested that the Landlord turn the power back on as he had live birds in the chicken coop. The Landlord stated that he refused to turn the power back on as the Tenant was not paying the \$50.00 per month for the use of the chicken coop. The 12 birds in the chicken coop froze and ultimately perished.
12. I am satisfied that the Landlord's actions on January 22, 2026 directly caused the death of the Tenant's birds and I order the Landlord to pay the Tenant \$240.00 for this loss.
13. The parties also requested that I decide the issue of the hydro payment for the chicken coop and to determine who is responsible for that payment. Based on the lease, it makes it clear that the Tenant is to pay for his own specific hydro metre, J3030215 which is connected to his rental unit. The chicken coop is not connected to the Tenant's hydro metre and thus the Tenant must pay for his own hydro expense for his rental unit only.

#### T1 Application

14. The parties agreed that the Landlord would pay the Tenant \$2,437.50 for the return of the HST charged on the lease payments.
15. The parties agreed that the Landlord would pay the Tenant \$54.00 for the snow plow maintenance.
16. I ordered that the Landlord pay \$1,100.00 to the Tenant as reimbursement for the illegal, monthly charge of \$50.00 for the chicken coop for a period of 22 months.

#### T2 Application

17. The parties agreed that the Landlord would pay the Tenant \$92.02 for the hydro expense he incurred from the pump on the filtration unit which was connected to the Tenant's hydro metre. This should have been an expense to the Landlord and the pump has now been connected to the Landlord's hydro metre.
18. I ordered that the Landlord pay \$240.00 to the Tenant for the replacement of his 12 perished birds.

#### T6 Application

19. The parties agreed that the Landlord pay \$135.60 to the Tenant as reimbursement for the septic tank maintenance.

20. The parties agreed that the Landlord pay \$180.00 to the Tenant as reimbursement for the chimney sweep expense.
21. The parties agreed that the Landlord pay \$1,160.00 to the Tenant as reimbursement for the snow plowing expense.
22. The parties agreed that the Landlord pay \$424.73 to the Tenant as reimbursement for the locksmith expense.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$5,871.85. This amount represents:
  - \$3,591.50 for the T1 application;
  - \$332.02 for the T2 application;
  - \$1,900.33 for the T6 application; and
  - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 9, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 9, 2026, the Landlord will owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**May 29, 2026**  
**Date Issued**

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Carrie Bertrand  
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.