



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-006859-25

In the matter of: Upper, 11 MANLEY CRES
THOROLD ON L2V4K2

Between: Susan Savannah Tenant

And

Ryan Neufeld Landlord

Susan Savannah (the 'Tenant') applied for an order determining that Ryan Neufeld (the 'Landlord'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- 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.

This application was heard by videoconference on May 14, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant's amended application is based on various allegations concerning interactions with other tenants on the residential complex as well as lack of heat for two days in January 2025.

Testimony of Susan Savannah

2. The Tenant testified that in November 2024, new tenants moved into another unit located in the same house as the rental unit. At the time the new tenants moved in there was an understanding that the Tenant and new tenants would share the laundry room.
3. On December 25, 2024, she woke up to a loud outburst from the new tenant. On December 27, 2024, she had an interaction with the new tenant who was verbally abusive. The Tenant immediately notified the Landlord of the issue as the Tenant was scared from the incident. At the same time, the Tenant informed the Landlord that the new tenants had

changed the lock to their unit which prevented the Tenant from access to the laundry room. The Landlord never subsequently provided the Tenant access to the laundry.

4. On December 30, 2024, the new tenant's dog was barking and howling for a long period of time. The Tenant found out the new tenant was in the hospital and had left the dog unattended. Once the new tenant returned to the rental unit the barking and howling subsided.
5. In early January 2025, the heat went out for two days. The Landlord provided the Tenant with space heaters for the period but the Tenant had specifically asked for a hotel accommodation that was never provided.
6. On January 17, 2025, the new tenant was playing their music very loudly. The Tenant felt threatened.
7. On March 20, 2025, due to the new tenant's actions and the Landlord's inability to control the new tenant, the Tenant vacated the rental unit. The Tenant is seeking 100% rent abatement from December 25, 2024 to March 20, 2025. The Tenant is also seeking different in rent for one year and moving expenses of \$1,243.00.

Testimony of Ryan Neufeld

8. The Landlord testified that he did everything he could to make the Tenant happy. When he was informed of the incidents involving the new tenant, he asked the Tenant to document everything including recorded noise. The Tenant did not ever send him any records involving proof of the new tenant's actions.
9. The Landlord testified that he spoke to the new tenant about lowering the noise on two occasions, assuming this corrected the problem. Additionally, the Landlord admitted to having knowledge about the new tenant changing the lock which prohibited the Tenant from access to laundry.
10. The Landlord also testified about the heat going out for two days, confirming that he provided space heaters to the Tenant. He had an electrician inspect the residential complex, who recommended he replace some fixtures although it was not a requirement.

Analysis

11. Section 22 of the *Residential Tenancies Act* (the Act) states:

22 A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

12. Section 23 of the Act states:

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

13. Based on the evidence and submissions at the hearing, I cannot find that Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit as it

relates to the altercations of the new tenant. I accept the evidence of the Landlord that he spoke to the new tenant and did not hear further complaints from the Tenant, therefore he believed the situation was resolved. Furthermore, I accept that evidence of the Landlord that he asked the Tenant to provide recordings of any further incidents, and the Tenant failed to provide any evidence of further wrongdoing by the new tenant. It is unclear from the evidence what the Tenant wanted the Landlord to do in the circumstances given the actions already taken.

14. Regarding the heat, I do not find that the Landlord's conduct was unreasonable in the circumstances. There was no evidence that the Landlord could foresee an issue with the heat. It appears on its face that the Landlord acted reasonable by providing the Tenant space heaters for two days, and the issue was rectified in a quick timeframe.
15. Regarding the laundry room, I find that the Landlord substantially interfered with the Tenant's enjoyment of the rental unit and/or residential complex. The Landlord admitted that he was aware the Tenant did not have access to the laundry however did not rectify the issue. It is reasonable to conclude that failure to have access to laundry interferes with the Tenant's enjoyment of the rental unit. The Tenant entered receipts for the local laundromat into evidence which totalled expenses of \$208.13. Furthermore, I find it reasonable that the Tenant be awarded a rent abatement of 5% from December 27, 2024 to March 20, 2025 due to the lack of use of the laundry. The monthly rent was \$800.00, therefore 5% rent abatement during this period totals \$109.15.
16. Despite this, I do not find it appropriate to award the Tenant compensation for vacating the rental unit. The finding involving the laundry does not rise to the level of substantial interference that would terminate the tenancy early nor would it attract compensation other than what was previously described.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$365.28. This amount represents:
 - \$208.13 for out-of-pocket expenses relating to laundry;
 - \$109.15 as a rent abatement; and
 - \$48.00 application fee.
2. The Landlord shall pay the Tenant the full amount owing by June 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 16, 2026, the Landlord will owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.

June 5, 2026
Date Issued

 Brett Lockwood
 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.