



AMENDED ORDER
Order under Section 31
Residential Tenancies Act, 2006
And section 21.1 of the **Statutory Powers Procedure Act**

File Number: LTB-T-080767-24-AM

In the matter of: 102, 255 West Avenue N.
HAMILTON ON L8L5C8

Between: Aryn Cunningham Tenant
Storm Harding

And

Spallacci Contracting LTD. Landlord

In Response to a Request from the Landlord the order is clerically amended. This amendment has been bolded for greater clarity

Aryn Cunningham and Storm Harding (the 'Tenant') applied for an order determining that Spallacci Contracting LTD. (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.
- 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 March 17, 2026.

The Landlord's Agent Gina Atanasiu and the Landlord's Legal Representative Anthony Corso and the two named Tenants and the Tenant's Legal Representative Paul Taylor attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

The Request for Adjournment.

1. At the outset of the hearing the parties requested that I adjourn only the T6 portion of the Application, as it was agreed that the front door must be replaced and the Landlord is in the process of facilitating this replacement. Accordingly, the parties requested that only the T6 portion be adjourned so that the Landlord can permitted time to replace the door and the Tenant can withdraw the T6 portion of the application if the door replacement is completed to their satisfaction.
2. When I canvassed the parties with respect to how they foresaw such a split adjournment working from a procedural standpoint the Tenant's Legal Representative revised his position to request an adjournment of the entire matter to allow him additional time to secure a witness.
3. I am not satisfied that an adjournment is appropriate. Interpretation Guideline 1 states:

Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

The specific factors the Member may consider in deciding whether to grant an adjournment include:

1. the reason for the adjournment and position of the parties;
2. the issues in the application;
3. any prejudice that may result from granting or denying the request;
4. the history of the proceeding including other adjournments or rescheduling;
5. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

The Member may consider the conduct of the party opposing the adjournment. For example, if the party opposing the request has shown bad faith or refused to provide information about their case to the other party which would allow them to prepare quickly for the hearing, this may affect the Member's decision.

4. While this guideline is not binding on me, I find no reason to deviate from it here. I am satisfied that the Tenant's have had adequate time to prepare for this proceeding and perfect their case, including having had the benefit of an adjudicative case conference.
5. I am also satisfied that the Tenant had had an adequate amount of time to summons any witnesses they intend to rely on. Therefore, I am not satisfied that an adjournment is appropriate. I also decline to split the Application and adjourn only the T6 portion of the Application, as I am not satisfied that this is an expeditious use of the Board's time.

The Request to Amend

6. At the hearing the Tenant requested an amendment to the Application. The Tenant filed two requests to amend on January 16, 2025, and September 26, 2025. However, neither was served on the Landlord.
7. The Request to amend filed on January 16, 2025, consists of 8 typed pages detailing the same issues raised on the original Application, and also raises new issues. The Request to amend filed on September 26, 2025, increases the abatement sought from \$150.00 to \$15,000.00.
8. In support of the request to amend the Tenant's Legal Representative referred me to the judicial principals of self represented litigants and the Tenants had been unrepresented at the time the request to amend was filed.
9. I agree that these principles provide useful guidance with respect to unrepresented litigants and recognise that the Tenant's were unrepresented at the time the requests to amend were filed. However, I also note that the Tenant's are now represented, and I would expect that the Tenant's Legal Representative would perform reasonable due diligence upon taking carriage of the file, including by ensuring that any request to amend had been served on the Landlord in accordance with the Board's rules of procedure.
10. In this case, while it appears that the Landlord ultimately became aware of the September 26, 2025, request to amend, as this was identified as an issue at the Adjudicative Case Conference held on October 2, 2025. It does not appear the Landlord became aware of the January 16, 2025, request to amend which was simply filed to the Board as "submissions"
11. Ultimately, I am satisfied that it is appropriate to consider the increased quantum sought in the Tenant's September 26, 2025 request to amend, while this increases the quantum sought significantly, the Landlord has clearly been aware of this since the Adjudicative Case Conference held on October 2, 2025 and as it does not add additional issues I am satisfied that there is minimal prejudice to the Landlord in this amendment.
12. However, I am not prepared to grant the request to amend filed on January 16, 2025. This request to amend was not filed in accordance with the Board's rules, and while I accept that the Tenant's were unrepresented at the time, I would expect the Tenant's Legal Representative to take reasonable steps, upon becoming retained to ensure that it had been served on the Landlord in accordance with the Boards rules. Additionally, it is clear that the September 26, 2025 request to amend was canvassed at the Adjudicative Case Conference, which would have also presented an opportunity for the Tenant to raise the January 16, 2025 request to amend. Finally, I note that this request to amend raise new issues, and I am not satisfied that the Landlord's were ever made aware of it, therefore, I find it would be prejudicial to the Landlord to expect them to speak to these new issues on the day of the hearing, without adequate notice.

The T2

13. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant **\$3,548.00** and must complete the replacement of the unit door by May 31, 2026.

14. The Tenant Aryn Cunningham testified at the hearing. She testified that the Tenant's moved into the rental unit in 2016 and still reside there.
15. She testified that the door to the unit was warped and was letting in rainwater, ice, and drafts. She speculated that it was in this condition prior to the Tenant's moving in because there was nothing around the framing, allowing her to see light coming through. She reported the door to the Landlord in November 2016 and sent an email about the door on December 16, 2016.
16. She testified that the Landlord made multiple attempts to repair the door, but the condition remained the same, she testified that the Landlord drilled holes in the framing, added two stripes of mohair, replaced and added new sweepers to the door, added leather stripping, added a threshold piece and did caulking work. However, none of these resolved the issues and there is still rainwear entering the unit, a draft, and ice buildup.
17. The Tenant relied on several videos taken in the summer of 2023, January 2024, November 2024, and December 2024, depicting rainwater entering and snow and ice buildup around the door within the unit.
18. The Tenant also testified that she had someone from Panorama Windows and Doors attend the rental unit and wrote a letter setting out the necessary repairs to the door. The letter is dated December 12, 2024, and indicates that they are not able to fix or replace the door as it is warped at the top and requires replacement including the frame down to the jamb extension. It indicates that weatherstripping will not help and indicates that the reason the Tenant is getting frost inside the room is because cold air is getting in and mixing with the warm moist air inside.
19. It was agreed by the parties that there have been 3-4 property standard orders issued with respect to the door including the most recent issued on February 4, 2026 which orders the Landlord to repair/replace the door for the rental unit to allow it to make proper contact with weather stripping and repair/replace weatherstripping to ensure airtight seal to prevent cold air from entering the rental unit. The Landlord is ordered to complete this work no later than February 20, 2026.
20. As of the date of the hearing the work had not yet been completed.
21. The Tenant testified that she continued to follow up with the Landlord throughout the tenancy to request an appropriate repair of the door.

The Lockbox

22. The Tenant testified that her relationship with the Landlord was initially good, however the Landlord began to blame her for the issue with the door including claiming that it was caused by excessive clutter and humidity in the rental unit and exacerbated by the Tenant's daily activities such as showering or doing dishes and using a dishwasher. The Tenant attributed this shift in behaviour to the Landlord becoming aware that the door was no longer under warranty and there would be cost associated with its replacement in 2017.
23. The Tenant also described an entry into the rental unit by the Landlord on January 15, 2024, where she blamed the Tenant for ventilation issues in the rental unit and attributed it

to humidity in the Tenant's apartment and indicated that she could vacate if she was not happy.

24. She testified that in 2023 the Landlord installed a lockbox on the humidistat in the rental unit which prevented the Tenant from accessing or adjusting it. The Tenant testified that this caused the fans in the rental unit to run excessively, often 24 hours at a time because they were connected to the humidistat controls. The Tenant testified that the constant running of the fans interferes with her, and relied on a doctor's note from a doctor Henry Lim.
25. She testified that when the Landlord installed the lockbox they had entered under the pretext of performing work on the range hood, and had not indicated they would be installing the lockbox, the Tenant testified that she allowed the installation because she did not understand her rights at the time.
26. The Tenant also testified that her unit is the only one in the complex with a lockbox installed on the humidistat controls.

The Landlord's Evidence

27. The Landlord's Agent described the complex as a heritage building converted into 27 affordable units and rebuilt from scratch in 2010. She described it as LEED certified. She testified that it was built with ventilation because the certification required humidistats connected to the range hoods and fans in the bathroom to prevent mold in the units.
28. She testified that she pointed out to the Tenant things that could cause moisture in the unit under the advice of her who had informed her that the door had no issues and it must be something inside the unit that was causing condensation.
29. She testified that HVAC contractors attended the rental unit with a special device to measure humidity and noticed that the humidistat was off and speculated that the Tenant's had turned it off to save money.
30. She testified that she also became aware that the Tenant had a dishwasher in the unit, and the building was not designed for dishwashers, and indicated that this could also be causing excess humidity within the unit.
31. She testified that she was informed that the only solution was to set the humidistat between 30% and 50% and cover it so that the Tenant could not access it. She testified that she had been informed by contractors that the humidistat had been turned off and the only solution was to install a lockbox. The agent noted that this unit is the only one with high humidity in the complex.
32. The Landlord relied on a printout of the invoices paid for the rental unit since 2016. This list indicates that the Landlord had a repair performed on the door on December 21, 2021, by a contractor who inspected and performed a temporary repair with caulking as they could not find anything else to do that day.
33. On January 24, 2023 Park Group again tested the humidity in the rental unit in response to a complaint about condensation around the frame and discovered that the humidity in the unit was very high.

34. On March 15, 2023 Barton Glass attended the rental unit and installed new weatherstripping at the bottom of the door and installed new silicon on existing weatherstripping.
35. On September 2, 2023 Park Group Inc attended to check the air quality inside as condensation was reported by the Tenant, they also installed the humistat covers to prevent the Tenant from adjusting the humistat.
36. The Landlord also testified that on March 24, 2023 Park Group attended to check the humidity.
37. On October 20, 2023 Barton glass installed a new aluminum threshold and weatherstripping extrusion on the door.
38. On November 20, 2024 the entire door was stripped again top to bottom and another threshold was installed. She testified that she was there that day taking pictures and everything looked good. The Landlord relied on an invoice from this work indicating that new door weather seal and sills, and new weatherstrip and new mohair had been installed.
39. She testified the Landlord has now decided to replace the door completely to see of that causes the high humidity in the unit. She testified that she is not dealing with getting the new door but believes that the Landlord has spoken to the city of Hamilton and has ordered parts, and have completed some measurements for the door but need to perform additional measurements and send them to the manufacturer.
40. She testified that because of the heritage nature of the building the door must match all of the others within the complex which delays the replacement of the door,
41. She testified that the Landlord received a third property standards order from the city on January 20, 2025. This is a property standards order which directs the Landlord to repair/replace weatherstripping on the door. She testified that after receiving this order she contacted Barton Glass who said there was no more they could do. She testified that she provided this information to the city who "kind of got over that letter" and changed the Landlord. She testified that she was not aware until the end of the year that the order had been cancelled and the money returned,
42. In support of this she relied on an email from Ian Ferguson C.P.S.O from November 24, 2025 indicating that the file had been closed.
43. The Landlord's Agent also relied on a letter from Barton Glass dated January 31, 2025. The letter indicates that Barton Glass has performed 3 repairs on the door describes the work performed on the door and indicates that nothing further can be done that would help the performance, air, or water seal.
44. The Agent also relied on photographs taken on November 24, 2024, depicting the repairs performed and testified that they depict that there is no light coming in from outside, that would indicate a draft.

45. She also testified that in between contractors attending the Landlord attende the add insulation to the door.
46. She also relied on an email from January 15, 2024 from Conner Hayes at Barton Glas expressing that there is a humidity issue within the rental unit which causes the window and door to condensate and freeze and indicates that they have sealed the door numerous times and this is not the issue. The email also includes a link to an apartment therapy website which indicates that dishwashers, washing machines and cooking can cause humidity within a renal unit.
47. The Agent also relied on an invoice from Park Group from January 17, 2024 after the lockbox was installed, which indicates that they tested the humidity and found 56% humidity upstairs and 52% downstairs. The incisive indicates that last year they attended and installed the lockbox and within two weeks humidity dropped to 35%. It indicates that nothing else can be done.
48. The Landlord also relied on a photograph from a window at the back of the unit which she testified is blocked by a dishware and has condensation on the bottom. She testified that this is preventing ventilation within the unit.
49. She testified that she has nothing personal with the Tenant. She testified that at one point she got frustrated because she understands her point of view but does not know how much more she can do. She also expressed that she was sorry if she had upset the Tenant.

Analysis

50. I am satisfied on a balance of probabilities that the Landlord has both substantially interfered with the reasonable enjoyment of the rental unit and failed to meet the Landlord's maintenance obligations under the Act.
51. With respect to substantial interference, it is undisputed that the Landlord installed a lockbox on the humistat controls on or about September 2, 2023. While the Landlord alleges that this was recommended by their contractors to control humidity in the rental unit, I accept that Tenant's testimony that this installation was performed without the Tenant's prior knowledge or consent, after the service of a notice of entry to preform work on the range hood. I also accept that the rental unit is the only unit with a lockbox over the humistat controls.
52. Further, I am prepared to accept the Tenant's testimony that this interfered with the Tenant's enjoyment of the rental unit as it caused the fans in the unto to run continuously, I also accept that being singled out by the Landlord for installation of the lockbox, and the insinuation that the condensation problems were caused by the Tenant's own behaviour could reasonably be expected to interfere with the Tenant's enjoyment.
53. While the Landlord suggest that the humidity and condensation were caused by the Tenant's own actions, I am not satisfied this is the case. Most of the actions described by the Landlord as causing humidity and condensation, for example, washing dishes, and cooking, are simply actives of daily living performed in any rental unit. While I accept that the Tenant's may have been using an unauthorised dishwasher, I find that the appropriate

solution to this would be to request it be removed, or issue an N5, not to remove the Tenant's access to the humistat. Additionally, I note that it appears that even after the installation of the lockbox humidity levels tested as high. This suggest to me that the humidity levels and condensation are connected to the problems with the door rather than the Tenant's own activities.

54. The Landlord's Legal Representative indicates that as the lockbox was installed on September 2, 2023, it is outside the one-year limitation period established by the Act, and the issue must be dismissed. However, I do not agree with this interpretation. While the Act does establish a one-year limitation period, where the breach is not a single event but is ongoing or recurring, such as the withdrawal of a vital service, the breach occurs over a period of time and the one-year limitation period runs from the date that the vital service is restored to the tenant.
55. I am satisfied that it is appropriate to consider this breach to be ongoing, as access to the lockbox has not been restored to the Tenant and continues to have an impact on the Tenant's enjoyment of the rental unit. Therefore, I am not satisfied that this claim is outside the one-year limitation period.
56. I also accept that the door created ongoing issues with respect to air, water, ice, and condensation forming around it and entering the rental unit. While the Landlord suggests that their response was reasonable, I do not agree. I accept that the Landlord made several attempts to repair the door and were informed by their contractors that nothing more could be done. However, I also note that there were several property standards orders issued with respect to the door including one that is currently outstanding, this suggest that while the Landlord made efforts to mitigate the issue, they were ultimately unsuccessful. I also note that the Tenant privately engaged their own contractor who determined that the door required a complete replacement, a conclusion that the Landlord has apparently come to accept. However, I do not find it reasonable that it took the Landlord several years, and several property standards orders to reach this conclusion.
57. On balance, I find this is likely because the Landlord has employed cost effective stop gap measures, rather than address the issue by replacing the door as they have been ordered to do in the most recent property standards order, and I am not satisfied that such a response is reasonable.
58. Therefore, I find that 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.

The Door Replacement

59. With respect to the T6 the Landlord indicated that they would not object to an order directing them to replace the door. The Landlord's Legal Representative suggested that it would be appropriate to order the Landlord to comply with the property standards order issued on January 28, 2026, by May 31, 2026.
60. While the parties were initially in agreement that I should order the Landlord to replace the door during their closing submissions the Tenant's Legal Representative suggested that I should defer jurisdictionally to the city and not issue an order for the Landlord to replace

the door, as the city has already indicated that the Landlord should repair the door by February 20, 2026 and the city has their own enforcement mechanism.

61. I am not satisfied that the outstanding property standards order prevents the Board from issuing an order for the Landlord to replace the door and note that the Board will frequently order the Landlord to perform repairs when an outstanding property standards order exists.
62. I recognise that the complex has a heritage designation, and that this makes replacement of the door more complex as it must comply with certain appearance standards. However, I also recognise that the door has been an ongoing issue for years and that it is appropriate to strike a balance when setting a deadline for this replacement. Therefore, the Landlord shall be ordered to replace the door by May 31, 2026.

Remedies

63. I accept that an abatement is appropriate. Typically, an abatement is awarded in recognition that a Tenant is paying the full rent for a unit, and is not receiving full use or enjoyment of that unit. The Tenant in this case seeks an abatement of \$15,000.00. While I am satisfied that an abatement is appropriate, I do not agree with the quantum sought.
64. The Tenant has provided a doctor's letter from Dr. Henry Lim expressing that that Tenant Aryn Cunningham has been under his care and that ongoing housing related stressors are affecting sleep, concentration and activities of daily living.
65. Based on this letter, and the Tenant's testimony I accept that the lockbox and ongoing issues with condensation, drafts, water and ice have impacted her enjoyment of the rental unit. However, I note that the intrusions of water and ice appear to be intermittent and seasonally dependant rather than a constant, and while the doctor's note is supportive it is also somewhat vague, simply mentioning ongoing stressors.
66. Ultimately, in recognition of the interference the Tenant has experienced I find that a flat abatement of \$3,500.00 is appropriate, and recognises the impact of the issues raised while recognising that the many of the impacts from the door are seasonal or intermittent.
67. Therefore, I find that a rent abatement of \$3,500.00 is appropriate in the circumstances.
68. The Tenant also sought a fine. However, I am not satisfied that the Tenant has demonstrated that a fine is appropriate. While these steps were unsuccessful, the Landlord did make significant efforts to repair the door and address the issues raised by the Tenant, and while I accept that the Landlord has interfered with the Tenant by installing the lockbox, I accept that was done on the advice of the Landlord's contractors, and, while inappropriate, was not intended to be a malicious action. Therefore, I am not satisfied that a fine is appropriate.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,548.00. This amount represents:
 - \$3,500.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.

2. The Landlord shall pay the Tenant the full amount owing by **June 15, 2026**.
3. If the Landlord does not pay the Tenant the full amount owing by **June 15, 2026**, the Landlord will owe interest. This will be simple interest calculated from **June 16, 2026**, at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by **June 15, 2026**, the Tenant may recover this amount by deducting \$500.00 from the rent each month from **July 2026 to January 2027**, and \$48.00 from the rent for **February 2027**.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. The Landlord shall replace the door to the rental unit by May 31, 2026.
7. If the Landlord does not do the replacement(s) by May 31, 2026, the Tenant is authorized to deduct \$150.00 from the rent owing for the month(s) beginning June 1, 2026 until the replacement is complete.

April 23, 2026

Date Issued

Reid Jackson

Member, Landlord and Tenant Board

June 4, 2026

Date Amended

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.