



Order under Section 31 Residential Tenancies Act, 2006

Citation: WEAVER v 2128087 ONTARIO INC., 2026 ONLTB 43532

Date: 2026-06-08

File Number: LTB-T-078672-25

In the matter of: APARTMENT 5, 14396 CREDITVIEW RD
CHELTENHAM ON L7C1N5

Between: Dan Weaver Tenants
Deborah-Lee Vangeest

And

2128087 Ontario Inc. Landlord

Dan Weaver and Deborah-Lee Vangeest (the 'Tenants') applied for an order determining that 2128087 Ontario Inc. (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.

This application was heard by videoconference on March 17, 2026.

Only the Tenants and their legal representative, Michelle Mont, attended the hearing.

As of 12:51 p.m. the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. The Landlord sent the Tenants a text message on March 12, 2026 advising that they would not be attending the hearing. As a result, the hearing proceeded with only the Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$2,983.45 for a rent abatement and out of pocket costs.
2. The Landlord revoked the Tenants' access to on-site laundry in April 2025 and revoked the Tenants' access to two parking spots on approximately January 3, 2025. Previously the

Tenants had access to these amenities and there was no reasonable justification for their removal. The Landlord's agent acknowledged in a text message on March 12, 2026 that the Tenants were entitled to these amenities and they would be restored.

3. Therefore, I find that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.

Remedies

4. The Tenants have out-of-pocket expenses in the amount of \$779.20 because of the Landlord's actions. The Landlord must pay the Tenants this amount.
5. The Tenants had to do laundry at a public laundromat, which cost an extra \$1.00 per load. The Tenants estimate they averaged 5 loads per month. They also incurred transportation expenses, which they estimated using the jury guide rate of \$0.34 per km x 15km each way x 2 trips per month. Over a 10.5 month period these extra laundry expenses total \$266.70.
6. The Tenants have electric vehicles which they had to charge at public chargers when they did not have access to their regular parking spots at the residential complex. Public chargers have a higher cost than home charging, which the Tenants calculated to be an average of an extra \$41.00 per month comparing home rates to public charger rates and the vehicle charging records. Over a 12.5 month period the extra charging costs total \$512.50.
7. The Tenants request a rent abatement of 5% for the temporary loss of the on-site laundry. Based on my knowledge of similar cases before the Board, and the Tenants' description of the inconvenience caused by the interruption, I find this to be a reasonable amount. The Tenants request an abatement 10% for the temporary loss of the 2 parking spots. This is \$115.00 per month, which based on my knowledge of similar matters before the Board is a reasonable, if not low, estimate for the value of 2 parking spots. The Tenants were significantly inconvenienced by the Landlord's actions in eliminating the parking spots. Accordingly, I find the requested abatement is not unreasonable.
8. Therefore, I find that a rent abatement of \$2,156.25 is appropriate in the circumstances. (\$1,150.00 x 5% x 10.5 months for laundry access plus \$1,150.00 x 10% x 12.5 months for parking)
9. The Tenants also requested the Board order the Landlords and the Purchasers pay an administrative fine for breach of the Act. The Board's Interpretation Guideline 16 provides insight into the Board's use of fines and states that an administrative fine is a remedy to be used to encourage compliance with the Act and to deter landlords from engaging in similar activity in the future: "This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."

10. In the present case, the Tenants have been awarded a monetary remedy, which provides a reasonable deterrent. Although the monetary remedy may not be objectively large, I am satisfied based on the evidence referred to in the hearing that the Landlord may be experiencing some financial difficulty and the remedy awarded may be significant in their circumstances. The Landlord acknowledged the Tenants' entitlement to the previously included on-site laundry and parking and restored access to the services prior to the hearing. The request for an order for an administrative fine is denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$2,983.45. This amount represents:
 - \$1,322.50 for a rent abatement.
 - \$496.00 for the reasonable out-of-pocket expenses the Tenants have incurred.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 19, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 20, 2026, the Tenants may recover this amount by deducting \$750.00 from the rent each month from July to September 2026 and \$733.45 from October 2026.

June 8, 2026

Date Issued

Dawn Carr

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.