



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-087001-25

In the matter of: 620, 192 HUGHSON ST N
HAMILTON ON L8L7Z9

Between: Fedshina Joseph-Fenelus Tenants
Sheriff Olalekan Waliu

And

Ventura Towers Landlord

Fedshina Joseph-Fenelus and Sheriff Olalekan Waliu (the 'Tenants') applied for an order determining that Ventura Towers (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.

An Adjudicative Case Conference was held by video conference on May 14, 2026. Only the Tenants attended the case conference. As of 10:30 a.m., the Landlord was not present or represented at the case conference although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. A hearing was held without the Landlord and the decision was based only on the Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the tenancy terminated on November 1, 2025.
2. Underground parking garages are enclosed environments with constant vehicle traffic which makes them natural accumulation points for dirt and grime. As such, it is completely normal for an underground parking garage to have dust, sand and road salt. However, based on the uncontested evidence before me, which included videos of the parking garage, I am satisfied that there was excessive dust in the garage which created air that was visibly hazy that more likely than not was due to a lack of routine cleaning, such as sweeping and power washing.
3. The Tenants moved into the rental unit on September 1, 2025. The Tenants reported their concerns to the Landlord on multiple occasions in September 2025 but received no response. When Tenant Fedshina Joseph-Fenelus ('FJF') complained to the Landlord that the excessive dust in the garage was affecting her breathing on October 16, 2025, the

Landlord suggested she wear a mask. The Landlord made no indication that they believed the excessive dust was an issue or that they would take steps to address the issue.

4. I am satisfied the Landlord's failure to address the excessive dust substantially interfered with the Tenants' reasonable enjoyment of the residential complex. FJF testified that as she is asthmatic and has several health issues, she was unable to enter the garage to access her car. I accept the Tenants had no alternatives but to vacate the rental unit as the Landlord refused to take necessary steps to address their concerns. As such, I find it reasonable to order the tenancy end on November 1, 2025, the date the Tenants gave vacant possession to the Landlord.
5. The Tenants incurred costs of \$48.00 for the application filing fee and are entitled to reimbursement of these costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenants ended on November 1, 2025.
2. The Landlord shall pay the Tenants \$48.00 for the cost of filing their application with the Board.
3. The Landlord shall pay the Tenants the full amount owing by June 19, 2026.
4. If the Landlord does not pay the Tenants the full amount owing by June 19, 2026, the Landlord will owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.

June 8, 2026
Date Issued

Dawn Sullivan
Vice Chair, 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.