



Order under Sections 30, 31 Residential Tenancies Act, 2006

Citation: Hall v Messier, 2026 ONLTB 45229

Date: 2026-06-08

File Number: LTB-T-038306-26

In the matter of: 2B, 115 Salisbury Ave
Sault Ste. Marie ON P6B1M1

Between: Penny Hall Tenant

And

Andre Messier Landlord

Penny Hall (the 'Tenant') applied for an order determining that Andre Messier (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.
- withheld or interfered with their vital services or care services and meals in a care home.

The Tenant also applied for an order determining that the Landlord 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 June 5, 2026.

Only the Landlord attended the hearing.

The Landlord and the Tenant attended the hearing. The Tenant was represented by Riley Bertin. The Landlord's friend, Catherine D'Ettorre ('CD'), attended the hearing as a witness for the Landlord.

Determinations:

Overview

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The Tenant's application is based on the allegation that the Landlord permitted electricity to be disconnected.

3. There is no dispute that it was disconnected by the Electric Safety Authority ('ESA') on or about April 30, 2026.
4. There is no dispute that the issues that led to the disconnection have not been addressed, and the electricity continues to be disconnected.
5. The Landlord's only defense is that the Tenant allegedly interfered with Landlord's attempts to address the issues.
6. For the reasons below, I find this defense to be unpersuasive.

Tenant's evidence

7. The Tenant testified that she saw an ESA "Notice of Disconnect – Occupant" in the beginning of April. The notice advised that electricity would soon be disconnected (page 3 of document 8048250 in Tribunals Ontario Portal). The notice indicates that the owner has been notified. According to the Tenant, the Landlord was first notified no later than early February 2026 but ESA waited until May to disconnect electricity as they don't disconnect it during cold months.
8. Pages 14, 15, and 24 of 8048250 are notes from the ESA file. They indicate that there are multiple issues at the rental unit.
9. Page 17 of 8048250 shows that a notice was delivered to the Landlord on or about February 4, 2026 via Purolator. The Landlord was also notified on other dates including May 2026.
10. On or about April 30, 2026 the Tenant returned home and found that her rental unit had no power. She has been living without electricity ever since. She reached out to the Landlord but hasn't heard back. Her legal representative wrote to the Landlord (document 8060513) and received no reply.
11. The Landlord has not done anything to address the issue. He has not attended at the rental unit and has not attempted to serve the Tenant any notice of entry. No electrician attended or attempted to attend.
12. On cross-examination, the Tenant agreed that the Landlord served approximately 5 notices of entry in total but testified that he rescheduled and only attended at the unit twice. She said she was flexible regarding times of entry and did not have any issues with the Landlord's notices. She denied that he ever attempted to perform any electrical repairs.
13. The most recent notice of entry was given to her in 2025. The Landlord has not attempted to enter the unit in 2026.
14. The Landlord remains in breach of LTB order LTB-T-015278-25-HR issued by the LTB on April 14, 2025. The Landlord was required to perform multiple repairs and has no performed any of them.
15. The Landlord's request to review was denied by order LTB-T-015278-25-RV issued by the LTB on July 31, 2025. The Landlord did not attend the hearing of his request to review.

Landlord's evidence

16. The Landlord's explanation/defense was fundamentally two-fold.
17. First, he argued that he can't repair anything at the rental unit because the Tenant interferes with his attempts to repair. He called the police who advised him not to escalate. He fears attending at the rental unit to avoid the Tenant making allegations against him. She yells at him, and he doesn't wish to communicate with her. She has previously told him that she "won the Andre Messier lottery" and will extort as much money from him as possible. According to the Landlord, the Tenant's strategy is to cause as much damage as possible so she can maximize what he has to pay her.
18. Second, according to the Landlord, the issue is not as serious as it looks and could be resolved by the Tenant if she simply flips her breakers.
19. He provided very brief testimony. He didn't provide any dates. He did not explain how he arrived at the conclusion that the issue is not as serious as it appears from the ESA documents. He did not provide any evidence to corroborate his serious allegations that the Tenant intentionally causes damage/losses so she can get a payday from him.
20. On cross-examination he admitted that he is not a certified electrician but testified that he is an electronic technician who understands electrical work. He confirmed that he has not hired an electrician to address ESA issues.
21. He was asked whether he was notified of potential disconnection in February 2026. He was somewhat evasive. He admitted to receiving one envelope, but he redirects some of his mail and correspondence may have gone to the wrong address.
22. He was asked whether he has any evidence that he attempted to comply with the ESA order. He said that there is no evidence because all he needs to do is serve a 24-hour notice, have the Tenant allow entry, and to perform repairs once he enters.
23. He was asked whether he has taken any steps to comply since April 30th. He testified that he would do work in the yard, wait to see the Tenant and then ask her if she wants him to go into her unit and do the work. According to him, the Tenant would not let him in and would demand a 24-hour notice instead. The Tenant denies this allegation.
24. He was specifically asked whether he has served any notices to enter the unit since April 30, 2026. He could not recall.
25. He was asked about his compliance with LTB order LTB-T-015278-25-HR. He could not recall seeing this order. This is a perplexing reply considering that he had previously filed a request to review this order.
26. His witness, CD, provided brief testimony. She is the Landlord's friend who does not reside at the residential complex. She testified that the Landlord could not perform repairs because the Tenant would not let him into the building. She could not recall the date(s) and did not specify which repairs she was referring to.

Law and analysis

27. This application invokes ss. 21(1), 22, and 20(1) of the Residential Tenancies Act, 2006 (the 'Act').

20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

21 (1) 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, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

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.

28. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.

29. This is the Tenant's application, and she bears the burden of proof on a balance of probabilities.

30. I find that it is more likely than not that the Landlord failed to maintain the rental unit, including its electrical system, contrary to s. 20(1) of the Act. The Landlord has been aware of the issues since February and has not responded to the issue reasonably. He has been aware of the disconnection since it occurred, and has not acted reasonably.

31. There is no dispute that electricity was disconnected by the ESA due to ESA violations at the property.

32. Under the Act, the Landlord is responsible for addressing these issues. I find that the Landlord has not taken sufficient steps to address them. If he is to be believed, he has verbally asked for permission to enter without notice on some unspecified date(s) and was denied entry. He has not done anything else. The Tenant denied that even this has occurred.

33. To the extent that there is conflict between the Tenant's version and the Landlord's version of the events, I prefer the Tenant's version. It was logical, supported by documentary evidence, and not shaken or undermined by cross-examination. The Landlord's version was uncorroborated, somewhat contradicted by documentary evidence, and shaken by cross-examination.

34. The Tenant testified that the Landlord has done nothing at all since the disconnection occurred. The Landlord provided testimony to the contrary, but it is not corroborated by

any documentary evidence. The Landlord's own testimony was that he needed to serve a 24-hour notice to enter the unit, but none have been served. His testimony was that he chose to surprise the Tenant at the residential complex to request verbal permission to enter instead. I am not persuaded that this has occurred but even if it has, this is not a reasonable response to this urgent issue. The Landlord had multiple ways to either address the issue, or to demonstrate good faith efforts to address the issue. He could have called an independent electrician, he could have served written notices, he could have recorded his attempts to enter. I draw a negative inference from the lack of any such evidence.

35. The Landlord has also breached sections 21(1) and 22 as a result.

Remedies

36. The Tenant requested the following remedies:

- a. Fine payable to the LTB,
- b. 100% rent abatement until power is restored and for the time since power was disconnected,
- c. \$30,000 for general damages,
- d. \$4,000 for projected moving expenses so the Tenant can temporarily vacate the rental unit until maintenance issues are addressed,
- e. Order requiring the Landlord to comply with ESA requirements and restore electricity supply to the rental unit,
- f. Order that the tenancy will not be terminated if the Tenant temporarily moves out until electricity is restored, and
- g. Order for sheriff enforcement to re-enter the rental unit if necessary,

37. Remedy 'b' is granted in part. The Tenant is already entitled to an ongoing rent abatement of 50% pursuant to the previous order.

38. She testified about the serious impact the lack of electricity has had on her. She lives in the dark, she has had to throw out hundreds of dollars worth of groceries from her fridge and her freezer, she can't keep food at home, she can't shower because water is heated by electricity. She missed days of work. She is unable to enjoy the rental unit and has been looking for alternative housing. Her income is very low at some \$600 a month and she is unable to afford market rent elsewhere.

39. I find that the Tenant is entitled to a 50% rent abatement starting April 30th, 2026 and until electricity is restored. The Tenant has not been paying rent as permitted under order LTB-T-015278-25-HR and this remedy does not result in an order that the Landlord must pay any amount to the Tenant. There is nothing to abate when rent has not been paid.

40. Remedy 'd' is granted in the amount of \$1,000.00. The Tenant provided no receipts and no estimates. She is a single person, and the rental unit is small. The amount of \$4,000

appears to be excessive and I find that \$1,000.00 represents the reasonable cost she will incur as a result of the Landlord's misconduct.

41. Remedies 'e' and 'f' are granted. The Landlord shall immediately take all necessary steps to restore supply of electricity to the rental unit, and the tenancy shall remain in full force and effect until it is terminated in accordance with the Act.
42. Remedy 'g' is denied. The Tenant has a key to the rental unit. She is allowed to temporarily vacate it under the Act and she can re-enter any time using her key. Should the Landlord choose to illegally lock the Tenant out, the Tenant may bring an application to require the Landlord to restore her in possession. At this time, this remedy is purely speculative. Further, pursuant to s. 31(5) of the Act, sheriff enforcement, if granted, will likely expire because the Tenant would need to rely on it.
43. Remedy 'a' is granted.
44. Section 207(1) of the Act establishes that the Board has authority to award payment to any given person, of up to \$50,000.00. This amount is independent of any award to the Tenant: The Board may, where it otherwise has the jurisdiction, order the payment to any given person of an amount of money up to the greater of \$10,000 and the monetary jurisdiction of the Small Claims Court.
45. Section 31(1)(d) of the Act provide that a Tenant may request that the Landlord pay a fine of up to \$50,000.00 the current jurisdiction of the Small Claims Court.
46. While it is not binding upon me, the Board's Guideline 16 outlines relevant considerations in determining the appropriateness of an administrative fine: An administrative fine is a remedy to be used by the Board to encourage compliance with the Residential Tenancies Act, 2006 (the "RTA"), 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 RTA and other remedies will not provide adequate deterrence and compliance. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligations.
47. I should therefore consider the nature and severity of the breach, the effect of the breach on the Tenant, and any other relevant factors, such the conduct of the Landlord. Deterring misconduct and encouraging compliance is an over-riding factor.
48. I find that the Landlord must pay an administrative fine to the LTB in the amount of \$5,000.00.
49. The Tenant was seriously impacted by the Landlord's actions.
50. The Landlord chose to ignore requirements of the Act and left the rental unit in a deplorable state without electricity, a vital service. The Landlord was previously fined \$500 in LTB-T-015278-25-HR. This small fine was imposed for his first egregious breach of the Act, and this fine does not appear to have deterred the Landlord. A year later the Landlord has still not complied with the previous order. He is once again found to be in breach of the

Act. The breach is once again egregious. It is clear that a more substantial fine is necessary to deter the Landlord and similar landlords and to ensure compliance. An even higher fine may be appropriate if the Landlord breaches the Act again in the future.

51. The Tenant requested general damages in the amount of \$30,000 for the serious impact this eviction has on her mental, physical and emotional well-being.
52. The Divisional Court in *Mejia v. Cargini*, 2007 CanLII 2801 (ON SCDC), affirms that the Board may award damages under the “any other order” remedy clauses in the Act. This is compensatory damages following the principle of attempting to put the Tenant in the same position they would have been in had there been no breaches of the Tenancy. The Divisional Court awarded \$4,000.00 general damages for interference with reasonable enjoyment.
53. I find the amount of \$5,000 to be appropriate in the circumstances. The Tenant testified about the serious impact the Landlord’s actions had on her, her work, and her mental health. She lost food that she paid for and missed days of work. She suffered mentally and financially. Her testimony on this issue was credible, uncontroverted and persuasive. On the other hand, the Tenant is already not paying rent and is compensated via rent abatement. The disconnection occurred just over a month ago. A higher award would be excessive in my view.

It is ordered that:

1. The Landlord shall immediately restore electricity supply to the rental unit. This includes, but is not limited to, complying with ESA requirements and orders.
2. The Tenant is entitled to an additional and ongoing 50% rent abatement starting April 30, 2026 and until supply of electricity is restored.
3. If the Landlord does not do the work by June 12, 2026, the Tenant is authorized to deduct \$362.50 a month from the rent owing beginning July 1, 2026 and until the work is complete.
4. The Landlord shall also pay the Tenant is \$6,000.00. This amount represents:
 1. \$5,000.00 for general damages.
 2. \$1,000.00 for the reasonable out-of-pocket expenses that the Tenant will incur.
5. The Landlord shall pay the Tenant the full amount owing by June 19, 2026.
6. If the Landlord does not pay the Tenant 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.
7. If the Landlord does not pay the Tenant the full amount owing by June 19, 2026, the Tenant may recover this amount by deducting the amount from the rent owing beginning July 1, 2026 and until there is no longer any money owing.
8. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

9. The tenancy shall continue until it is terminated in accordance with the Act even if the Tenant temporarily vacates the rental unit until supply of electricity is restored.
10. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$5,000.00 by June 19, 2026.

June 8, 2026
Date Issued

Vladimir Nikitin
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.