



Order under Section 31 Residential Tenancies Act, 2006

Citation: Tontsch Jumpp v Bailey, 2026 ONLTB 45462

Date: 2026-06-10

File Number: LTB-T-108255-25

In the matter of: 1, 278 DEAN ST
SIMCOE ON N3Y4J1

Between: Rebecca Tontsch Jumpp Tenants
Patrick Jumpp

And

Aston Bailey Landlord

Rebecca Tontsch Jumpp and Patrick Jumpp (the 'Tenants') applied for an order determining that Aston Bailey (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on May 6, 2026 at 1:28 p.m.

The Tenant Rebecca Tontsch Jumpp, the Tenant's representative Olivia Humphreys, licensed paralegal, the Landlord Aston Bailey and the Landlord's agent Michelle Bailey attended the hearing. Cindy Vidler also attended the hearing as a witness for the Tenants.

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

Preliminary Issues:

Standing of Ms. Michelle Bailey

1. The Tenant's representative questioned the standing of Ms. Michelle Bailey ("MB") and submitted that MB is either an unauthorized representative or witness of the Landlord.
2. The Landlord, Mr. Aston Bailey submitted that MB was the Landlord's agent; he testified she is his niece and acts as his eyes and ears at the property performing duties such as

maintenance and collecting the rent. Providing the opportunity for MB to testify as to her standing in this matter, she testified that she acts as an unpaid agent for the Landlord as the Landlord lives primarily in Jamaica and performs tasks such as household maintenance and collecting the rent.

3. I am satisfied that MB is acting as an agent of the Landlord and not as a standalone witness or unauthorized representative in these proceedings as she is performing work, albeit unpaid work, for the Landlord and more importantly acting in an operational capacity in relation to the rental property, which indicates she has ongoing authority to act on the Landlord's behalf rather than appearing solely as a fact witness. As such, she is permitted to remain in the hearing and will not be excluded.

Disclosure of evidence

4. The Tenant's representative raised the issue that the material uploaded to the portal by the Landlord on February 17, 2026, namely copies of rent cheques that were not circulated the Tenant in advance of the hearing, and therefore, pursuant to Rule 19.2 of the Board's Rules of Procedure (the 'Rules'), the Landlord should not be permitted to rely on these items at the hearing.
5. While I agree with the Tenant the materials were not circulated pursuant to *the Rules*, the nature of the evidence was such that it was one page in length, and limited perceived probative value; namely, the matter before the Board was a T2 application about tenant's rights matters and unless otherwise argued, copies of rent cheques would have limited relevance relative to the matters before me.
6. Rule 19.7 states that a party who fails to comply with Rule 19... "may not rely on the evidence that was not disclosed as directed or ordered, unless otherwise ordered"; with the operative word being 'may not' meaning that the party also 'may' rely on the evidence if otherwise ordered. In this case, due to the limited anticipated probative value of the evidence, and its limited scope, I dismissed the Tenant's request; however, for procedural fairness I displayed the one-page of evidence and provided time for the parties to review. I will also apply the appropriate weight to the evidence based on the totality of the evidence before me.

Breach of Interim Order

7. The application was originally heard by videoconference on February 17, 2026 where the matter was adjourned because the Landlord had insufficient and unstable internet connectivity and could not fairly participate in the hearing. The Board also issued an interim order LTB-T-108255-25-IN dated February 25, 2026, directing the Landlord to pay the Tenant costs in the amount of \$100.00 by March 15, 2026 as a result of the Landlord's agent lying on a request to reschedule form.
8. The Tenant's representative raised a preliminary issue of the Landlord's failure to comply with the interim order. The Tenant submitted that the Landlord did not pay to the Tenant \$100.00 in costs for the proceeding. The Tenant's representative further requested that the Board proceed without hearing the Landlord's evidence as a result.

9. The Landlord did not deny breaching the interim order dated February 25, 2026. The Landlord testified that he was not informed of the requirement to pay the costs by the Landlord's agent who attended the February 15, 2026 hearing.
10. The Landlord's agent, MB, testified she has not had an opportunity to speak with the Landlord about the terms of the interim order and had only spoke with the Landlord one time on or about the end of April 2026 where the terms of the order were not discussed. MB further testified that due to time constraints, she was unable to make the payment to the Tenant herself.

Analysis

11. I find that the Landlord failed to comply with the interim order dated February 25, 2026, which required payment of \$100.00 to the Tenant by March 15, 2026. The Landlord acknowledged that the payment was not made and while the Landlord testified that he was unaware of the requirement and the Landlord's agent testified that she had not discussed the order with him, these explanations do not relieve the Landlord of the obligation to comply with an order from the Board. Parties are responsible for ensuring compliance with Board orders, including those communicated through their authorized agents.
12. I do not accept the Tenant's submission that the Landlord should be precluded from leading evidence as a consequence of the breach. The failure to comply with the interim order does not, in these circumstances, affect the admissibility of the Landlord's testimony and evidence or the Landlord's right to participate in the hearing
13. However, the Landlord's non-compliance constitutes unreasonable conduct within the meaning of Rule 23.3 of the Board's *Rules*. Compliance with Board orders is fundamental to the fair and efficient administration of the Board's processes. In this case, the Landlord's failure to comply with a clear monetary term in the interim order, demonstrated a disregard for the authority of the Board and the procedural obligations imposed upon parties before it. I further note that the Landlord made no submissions to show they took any steps to seek clarification about the order, no submission on steps they took to reach out to the Tenant or Tenant's representative directly regarding the payment, or request an extension of the time to pay the interim order.
14. As a result, the breach necessitated additional submissions and hearing time regarding a matter that ought to have been resolved prior to the hearing and caused the Tenant unnecessary expense and delay. Accordingly, pursuant to Rule 23.3 of *the Rules* and section 204(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find it appropriate to order the Landlord to pay the Tenant additional costs in the amount of \$100.00.

Determinations:

15. The Tenant's T2 Application was filed on December 23, 2025. The Tenant alleges the Landlord withheld a vital heat service and substantially interfered and harassed the Tenant throughout this process. The Tenant further alleged that ongoing parking issues substantially interfered with the Tenant's reasonable enjoyment of the unit.

16. The Tenant seeks a rent abatement of \$4,885.00, seeks \$131.00 in compensation for out-of-pocket expenses and that the Landlord pay a fine to the Board.
17. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$562.31 by June 21, 2026.
18. The rental unit is located within a residential complex which includes 3 total units, 2 units are located on the main floor, with one on the second floor.
19. The lawful monthly rent is \$1,100.00.

Heat Issue

Tenant's evidence

20. The Tenant testified she experienced heating issues in late 2025. Entered into evidence were a series of photographs of the thermostat, the first dated November 23, 2025, the last dated November 30, 2025, reading between 61 degrees Fahrenheit (~16 degrees Celsius) and 67 degrees Fahrenheit (~19 degrees Celsius).
21. The Tenant also relied on correspondence with Norfolk County By-law Enforcement. The evidence included communications between November 23, 2025 and December 13, 2025 concerning inadequate heat in the rental unit.
22. The Tenant also submitted a December 9, 2025 Order to Comply issued by municipal by-law officials concerning the heating issue. The Tenant testified that heat was restored on or about December 13, 2025.
23. The Tenant further testified that she incurred additional hydro expenses because she was required to use a portable electric heater during the period in which the heating system was not functioning properly. Entered into evidence were copies of hydro bills in support of this claim.

Landlord's evidence

24. The Landlord acknowledged that a heating issue occurred. He testified that the problem involved the thermostat and that the issue persisted for approximately two or three days. He stated that he was outside Canada at the time and worked with his agent to address the issue after being contacted by municipal by-law officials.
25. MB testified that she also resides in the building and was impacted by the lack of heat. She testified that she arranged for repairs after identifying a problem with the heating system. She estimated that the heating issue lasted approximately one and one-half days.

Analysis

26. The Tenant's allegations about inadequate heat are based on section 21(1) of *the Act* which states:

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.

27. Further requirements concerning heat are contained in section 4 of *Ontario Regulation 516/06*:

4. (1) For the purpose of the definition of "vital service" in subsection 2 (1) of the Act, September 1 to June 15 is prescribed as the part of the year during which heat is a vital service. O. Reg. 516/06, s. 4 (1).

(2) For the purposes of subsection (1), heat shall be provided so that the room temperature at 1.5 metres above floor level and one metre from exterior walls in all habitable space and in any area intended for normal use by tenants, including recreation rooms and laundry rooms but excluding locker rooms and garages, is at least 20 degrees Celsius. O. Reg. 516/06, s. 4 (2).

(3) Subsection (2) does not apply to a rental unit in which the tenant can regulate the temperature and a minimum temperature of 20 degrees Celsius can be maintained by the primary source of heat.

28. Here, I am satisfied the Landlord breached their obligation to provide adequate heat. In this case, the unit, date, and temperature requirements meet the requirements as per *Ontario Regulation 516/06*.

29. I prefer the Tenant's evidence regarding the duration and extent of the heating issue. The Tenant's evidence was supported by contemporaneous documentary records, including temperature readings, photographs, correspondence with municipal officials, and the Order to Comply issued on December 9, 2025. The documentary evidence establishes that there were ongoing concerns and records regarding inadequate heat between November 23, 2025 and December 13, 2025.

30. By contrast, the Landlord's evidence regarding the duration of the issue was largely based on recollection and was not supported by documentary evidence that may establish an alternative timeline or fact pattern.

31. Adequate heat is a vital service under *the Act*. The evidence establishes that the Tenant experienced inadequate heat for a period of approximately twenty days before the issue was resolved. Although I accept that the Landlord ultimately took steps to repair the issue, the Tenant nevertheless experienced a reduction in the use and enjoyment of the rental unit during that period. I therefore find that a rent abatement is appropriate to compensate the Tenant for the period during which adequate heat was not provided. Accordingly, the Tenant is entitled to a rent abatement as set out under the "Remedies" section in this order.

32. I also find that reimbursement of the Tenant's reasonable out-of-pocket hydro costs associated with the use of supplemental electric heating is appropriate which will also be addressed in the Remedies section below.

Parking Issues

Tenant's evidence

33. The Tenant testified that she entered into a tenancy agreement with the Landlord in 2018 and paid monthly rent of \$1,100.00. She testified that from the commencement of the tenancy she parked in the driveway without issue and believed parking formed part of her tenancy.
34. The Tenant alleged that beginning in 2025 she experienced ongoing difficulties relating to parking caused by the Landlord and another tenant, Brad Holmes. She testified that on February 10, 2025, snow was piled behind her vehicle, on February 14, 2025, a vehicle was parked at the end of the driveway, and on February 17, 2025, her vehicle was blocked in the driveway. The Tenant alleged that the other tenant was acting on the instructions of the Landlord's agent, although she did not provide evidence establishing how she knew such instructions had been given.
35. The Tenant further testified that on November 2, 2025, the other tenant placed a "No Parking" sign near her vehicle and that on December 25, 2025, the other tenant again parked in a manner that blocked access. The Tenant alleged that at on at least one occasion the Landlord's agent MB placed a no parking note on her vehicle.
36. The Tenant testified that she attempted to raise these concerns with the Landlord but alleged that the Landlord blocked her communications, requiring her to contact the Landlord's agent instead, and the Landlord's agent MB did not adequately respond to her concerns.
37. Ms. Cindy Vidler testified as a witness for the Tenant that she had known the Tenant for approximately ten years and regularly walked near the residential complex. She testified that on one occasion in 2026 she observed another tenant pushing snow against the Tenant's vehicle. Ms. Vidler did not provide specific dates, times, or details regarding the incident.

Landlord's evidence

38. The Landlord testified that parking was not included in the tenancy agreement and that the Tenant had no entitlement to park in the driveway and that disputes had arisen because the Tenant wished to continue parking without paying for a designated parking space.
39. The Landlord further testified that he instructed his agent to place a notice on the Tenant's vehicle advising that unauthorized parking could result in towing.
40. The Landlord's agent, MB, testified that the Tenant did not have permission to park in the driveway and that parking was not included in the tenancy.

Analysis

41. Section 22 of *the Act* provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes by a tenant.
42. I am not satisfied that the Tenant has established, on a balance of probabilities, that the Landlord substantially interfered with her reasonable enjoyment of the rental unit.
43. To begin, the evidence regarding the Tenant's entitlement to parking is unclear. The Tenant led insufficient evidence establishing that parking explicitly formed part of the tenancy. While the Tenant testified that she parked in the driveway originally and for several years, she acknowledged that parking was not expressly included in the written lease agreement.
44. Importantly, the parking behaviour incidents relied upon by the Tenant largely involved the conduct of another tenant, Mr. Holmes. The Tenant did not call Mr. Holmes as a witness, notwithstanding that many of the allegations relate directly to his conduct. There was also no explanation provided by the Tenant of why Mr. Holmes was not able to be called as a witness, despite the Tenant claiming this individual was directly responsible for much of the alleged behaviour. Had this individual been called as a witness, his testimony would have also been open to cross-examination, and this may have increased the overall credibility and quality of the Tenant's testimony. As a result, the Tribunal has limited evidence regarding the circumstances surrounding those particular events.
45. Even if the incidents occurred as alleged, I am not satisfied based on the Tenant's description of the events, that they rise to the level of substantial interference contemplated by *the Act*. Not all incidents on their own or grouped together that may interfere with a Tenant's reasonable enjoyment are substantial. The evidence establishes occasional disputes and inconveniences relating to parking. While the conduct described may have been frustrating, the evidence does not establish a significant impairment of the Tenant's use and enjoyment of the rental unit.
46. Finally, I place no weight on the testimony of Ms. Vidler. Her evidence was general in nature and lacked specific dates, times, and details that would permit the Tribunal to assess the significance of the events she described.
47. Accordingly, this portion of the application is dismissed.

Harassment Issue

Tenant's evidence

48. The Tenant testified that the Landlord and the Landlord's agent engaged in ongoing harassment beginning in approximately 2021 which include ongoing harassing communications as well as alleged issuance of notices to the Tenant. The Tenant acknowledges that some of this behaviour, including the issuing of the notices, was

beyond the limitation period; however, contributed to the circumstances outlined in the application.

49. The Tenant alleged that the Landlord would enter the property without notice while claiming an emergency existed. However, no documentary evidence was provided in support of these allegations.
50. The Tenant further alleged the Landlord would bully her through communications and in other circumstances fail to communicate with her at all. The Tenant relied on email correspondence dated January 20, 2026, which she alleged contained accusations that she was stealing and disobeying the law. The Tenant further testified that on December 11, 2025, the Landlord's agent instructed her to move her vehicle within ten minutes, which resulted in an argument and the attendance of police. The Tenant also claimed that the Landlord would fail to respond to her complaints, blocking her number. The Tenant also alleged occasions when heat services were interrupted were examples of harassing behaviour as these were retaliatory in nature when she would complain about issues in the rental unit.
51. The Tenant further alleged that another tenant in the rental unit, Mr. Holmes, was harassing her and the Landlord both failed to act despite her requests to intervene, but the Landlord intentionally encouraged the harassing behaviour as a means of retaliation. This behaviour included, but was not limited to placing 'no parking' signs and notes on or around the Tenant's vehicle.
52. The Tenant testified that the events negatively affected her well-being, causing anxiety, interfered with her sleep, caused her to install security cameras, and impacted members of her family, including her husband which the Tenant alleged attended hospital on at least one occasion as a result of the Landlord's behaviour.

Landlord's evidence

53. The Landlord and MB both denied harassing the Tenant.
54. The Landlord acknowledged that he had blocked the Tenant's telephone number but testified that the Tenant's husband remained able to contact him and that Tenants had been instructed to communicate through MB, who assisted in the management of the property.
55. MB testified that she had always acted in good faith and that the allegations being made by the Tenant were exaggerated, in particular, any allegation regarding the Landlord's collusion or failure to act to address the other tenant's behaviour. The Landlord characterized these as disagreements between individuals.

Analysis

56. Section 23 of the *Residential Tenancies Act, 2006* (Act) states that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

57. Harassment under *the Act* requires conduct that is repeated, vexatious, or intended to interfere with a tenant's rights.
58. I am not satisfied that the Tenant has established that the Landlord or the Landlord's agent harassed, coerced, obstructed, threatened, or interfered with the Tenant within the meaning of *the Act*.
59. Many of the Tenant's allegations were not supported by documentary evidence or independent corroboration. In particular, the allegations relating to retaliatory conduct were not supported by contemporaneous records. I also find that much of the conduct that forms the basis for the Tenant's complaints relates to disputes between the Tenant and another tenant residing in the residential complex, Mr. Holmes. The Tenant did not call that individual as a witness. As a result, the Tribunal is left with limited evidence concerning those allegations.
60. The evidence establishes that there were disagreements regarding parking and communications between the parties. The onus is on the Tenant to prove their case on a balance of probabilities and here the Tenant's description of events, and lack of documentary evidence about specific harassing conduct, do not in my view prove the Landlord or the Landlord's agent engaged in harassing behaviour. Also, the Tenant led insufficient evidence to prove or that the Landlord failed to act to prevent harassing behaviour from the other Tenant, Mr. Holmes or colluded with the other Tenant, Mr. Holmes in a way that might constitute harassing behaviour. While the Tenant may have been dissatisfied with the Landlord's responses or frustrated with ongoing interactions with another tenant in the residential complex, this alone does not amount to harassment. Disagreements, personality conflicts, and arguments do not, without more, constitute harassment within the meaning of Section 23 of *the Act*.
61. Further, although the Tenant alleged that the Landlord's conduct contributed to stress/anxiety-related medical issues as well as contributed to circumstances leading to her husband's hospitalization, no medical documentation or other corroborating evidence was provided to support a causal connection between the Landlord's or the Landlord's agent's alleged conduct and the alleged medical impacts. As such, I place no weight on these submissions.
62. Accordingly, I find that the Tenant has not established harassment on a balance of probabilities, and this portion of the application is dismissed.

Remedies

63. As the Tenant successfully proved a portion of their T2 application related to the substantial interference and vital services claim with respect to the heat issue, I will now turn to addressing remedies sought for these claims.

Rent Abatement

64. An abatement of rent is a contractual remedy based on the principle that if the tenant is paying 100% of the rent, then the tenant should be getting 100% of the services; and

should a tenant receive any reduction in services, then a tenant should be entitled to abatement equal to the difference in value.

65. In this case, the Tenant requested a rent abatement of \$385.00, or 5% of the total rent paid for the period the Tenant experienced issues with the heat, which I find based on my knowledge of similar cases, is a modest abatement request. The Tenant provided temperature readings where the unit was considerably below the levels required under section 4 of *Ontario Regulation 516/06*. The Board is required to determine an appropriate abatement based on the evidence before it and having considered the nature, duration and impact of the interference, I find that a 15% abatement more accurately reflects the reduction in value of the Tenant during the relevant period. This quantity is better aligned with the quantities allotted based on my knowledge of similar cases and is reasonable based on the total quantity sought by the Tenant.
66. The total rent paid for the 20-day period between November 23, 2025 and December 13, 2025 is \$723.29. Therefore, the total rent abatement the Landlord shall pay the Tenant for withholding vital services and substantial interference with the heat is \$108.49.

Out of Pocket expenses

67. The Tenant alleged out-of-pocket expenses in the amount of \$131.67 because of the Landlord's failure to provide adequate vital heat services. The Tenant provided documentary evidence supporting those additional expenses in the form of hydro bills and testified that costs during that period were escalated due to the use of electric heating alternatives. I have no reason to doubt the Tenant's testimony regarding her need to acquire additional electric heating device; and while the hydro bills are not a perfect representation of those additional costs, I do find that such costs were reasonably incurred as a direct consequence of the heating issue. As such I find the aforementioned quantity of out-of-pocket expenses are fair and reasonable.

Administrative Fine

68. Pursuant to s. 31(1)(d) of *the Act*, the Tenant is seeking an order for the Landlord to pay an administrative fine to the Board as a result of the Landlord's breaches of *the Act*.
69. I am not satisfied that it is appropriate to order the Landlord to pay a fine to the Board in this application. An administrative fine is a remedy to be used by the Board to encourage compliance with *the Act* and 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. In my view the remedies awarded in this order will sufficiently encourage the Landlord to comply with *the Act*.

Other

70. Since the Tenant was successful in their T2 application, the Landlord is required to pay the application filing fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$562.31. This amount represents:
 - \$108.49 for a rent abatement.
 - \$100.00 for costs, which represents the amount ordered and remains unpaid pursuant to interim order LTB-T-108255-25-IN.
 - \$100.00 for additional costs in this proceeding.
 - \$131.67 for the reasonable out-of-pocket expenses the Tenant has incurred.
 - \$122.15 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 21, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 21, 2026, the Landlord will owe interest. This will be simple interest calculated from June 22, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by June 21, 2026, the Tenant may recover this amount by deducting \$562.31 from the rent due on July 1, 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 10, 2026
Date Issued

Greg Witt
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.

