



Order under Section 31 Residential Tenancies Act, 2006

Citation: PAPOUCHINE v NUBURY PROPERTIES, 2026 ONLTB 42664

Date: 2026-06-11

File Number: LTB-T-009618-25

In the matter of: 1917, 140 ELM RIDGE DR
TORONTO ON M6B1B1

Between: ALEXANDRE PAPOUCHINE

Tenant

And

NUBURY PROPERTIES

Landlord

ALEXANDRE PAPOUCHINE (the 'Tenant') applied for an order determining that NUBURY PROPERTIES (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on May 26, 2026.

The Tenant and the Landlord's Representative, David Ciobotaru, and the Landlord's Agent, Alex Gret, property manager, attended the hearing.

Determinations:

Motion to Dismiss

1. The Landlord's representative brought a motion to dismiss the application on the basis that the application did not disclose enough detail to know the case to meet.
2. The application states:

I have reasonable belief that Landlord was discriminating and or harassing me in connection to disability. In January 2024 I requested accommodation of disability in form of rent discount 50 for 2 months due to catastrophic situation with finances in connection to different disabilities including termination from job as was later discovered due to COVID . On February 7 2024 Landlord's Lawyer declined request in allegedly high handed harassing manner. One of reasons was "Although your landlord has a duty to accommodate any disability that you may suffer from within

the meaning of the Human Rights Code the landlord's duty to accommodate does not extend to requiring it to forgive your rent in the circumstances of this matter. Requiring the landlord to provide you with rent free housing in addition to not being justified in the circumstances would also amount to undue hardship."

3. A close reading of these first few sentences of the application disclose sufficient particulars that I find the Landlord was put on notice about the complaint. The discrimination took place on or about January 2024 and the requested accommodation was refused by the Landlord's lawyer on February 7, 2024 with the stated reason.
4. The sentences that follow, however, do not disclose any clear information, and I agree, are irrelevant. I find the application can be saved by amending and striking the sentences that follow. Therefore, the application shall proceed only on the first few sentences quoted above.
5. The Tenant did not describe any harassing behaviour in his application, so that element of his application is dismissed.
6. Therefore, the motion to dismiss is denied.

Duty to Accommodate

1. The Tenant submits that the Landlord's failure to provide him a 50% rent abatement for January 2024 and February 2024 constitutes a breach of the Landlord's duty under the *Ontario Human Rights Code* ("Code"). I do not agree.
2. Under the *Code*, housing providers have a duty to accommodate the *Code*-related needs of tenants, to ensure that the housing they supply is designed to be inclusive of persons identified by *Code* grounds, and to take steps to remove any barriers that may exist, unless to do so would cause undue hardship. Common examples of housing-related accommodations include physical and accessibility modifications, policy adjustments related to pets, guests and parking allocations, help filling out forms or changing rent payment deadlines.

A landlord's duty to accommodate under the *Code* does not extend to the amount of rent charged to a tenant. As such, I am not satisfied the Landlord breached their obligation to accommodate under the *Code*. Therefore, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 11, 2026
Date Issued

Vanessa Davies
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.