



Order under Sections 30 & 31 Residential Tenancies Act, 2006

File Number: LTB-T-006049-25

In the matter of: 1155 MILLWOOD CRT
ORLEANS ON K1C 3E9

Between: Hossein Mahdvinder Mahavinder
Sabrina Kishundoyal Tenants

And

Thomas Maniscalco
Ignazio Maniscalco Landlords

Hossein Mahdvinder Mahavinder and Sabrina Kishundoyal (the 'Tenant') applied for an order determining that Thomas Maniscalco and Ignazio Maniscalco (the 'Landlords'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household (T2 Application).

The Tenant's also applied for an order determining that the Landlord's 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 (T6 Application).

This application was heard by videoconference on May 13, 2026.

The Landlord's, the Tenant's legal representative, Lori Sheppard and the Tenant's attended the hearing.

Determinations:

1. As explained below, the Tenants have proved some of the allegations contained in the application in part on a balance of probabilities. Therefore, the Landlord's must pay to the Tenant's \$3,980.78 and complete the work as ordered.

Preliminary Issue:

Have the claims of the Tenants already been determined by the Board?

2. The parties were before the Board on February 29, 2024, for a T6 application filed by the Tenant's bearing the File Number LTB-T-034336-22 and L2 application filed by the

Landlord's bearing the File Number LTB-L-045257-22. An order addressing both applications was issued on July 3, 2024 ('prior order').

3. The Landlord, Ignazio Maniscalco ('IM') submits that the Tenant's T6 application ought to be dismissed as the issues raised in the application were already addressed in the prior order.
4. The following issues were considered by the Board during the February 29, 2024, hearing as set out in paragraph 1 of order LTB-T-034336-22/LTB-L-045257-22:
 - a. Automatic Garage Door
 - b. Refrigerator
 - c. Air Conditioning
 - d. Shower Head
 - e. Main bathroom fan
5. The issues of the showerhead and main bathroom fan are not the subject of the T2/T6 application before me and therefore will not be considered.
6. The principle of *issue estoppel*, which is a branch of *res judicata* prevents a party from re-litigating a matter that has already been decided previously. The principle recognizes the need for finality in the legal system. For issue estoppel to be successfully invoked, three preconditions must be met: (1) the issue must be the same as the one decided in the prior decision; (2) the prior judicial decision must have been final; and (3) the parties to both proceedings must be the same, or their privies": *Toronto (City) v. C.U.P.E., Local 79 (2001)*, [2001 CanLII 24114 \(ON CA\)](#) at para. 23.
7. In this case, the same refrigerator issue that the Tenants want to raise in the application before me is address at paragraphs 9, 15, 17, & 18 of the prior order. Therefore, applying the principle of *issue estoppel*, this claim cannot be relitigated and will not be addressed in this order.
8. I must now turn my mind to whether *issue estoppel applies to* the automatic garage door opener and air conditioning ('A/C') issues raised in this application.
9. The prior order addresses identical issues relating to the A/C which started on May 25, 2022 and automatic garage door opener which started on April 2, 2022 up until the date of the hearing on February 29, 2024.
10. Order LTB-T-034336-22 provides an analysis of the issue of the garage door opener and A/C at paragraphs 30 -25 of the order and the Tenants are awarded a remedy for these issues.
11. I agree that the issues regarding the garage door and air conditioning were addressed by the Board in order LTB-T-034336-22 which is a final order. With this said, the prior order does not provide a remedy if the issues were not repaired as ordered. Therefore, the Tenants are permitted to raise these issues and receive remedy if the problems continued or were not repaired after the February 29, 2024 hearing date. Issue estoppel does not

prevent the Board from issuing such an order because the prior order did not address what should happen after the hearing date if the Landlord does not complete the ordered repairs to those items.

12. That this is the correct approach to the application of issue estoppel is confirmed by the Divisional Court's decision in *Wamboldt v. Wellman*, [2007 CanLII 57092](#) (ON SCDC). At paragraph 36 the Court stated:

When ORHT Member Burke restricted his inquiry as to what “new” issues existed after November 4th, 2005 and applied the *res judicata* doctrine to avoid examining any issues “raised previously” and dealt with in the November 4, 2005 order, he fell into error. The appellants were not seeking to relitigate the identified matters of disrepair identified in the tribunal's earlier order of 2005. To the contrary, the appellants were relying on the continued existence of some of those deficiencies in 2006 to establish a breach of their s. 24(1) right as well as related expenses incurred in 2006. In terms of estoppel, this did not amount to relitigation of the same issue before Mr. Trueman in November 2005. Nor could it have been anticipated at the time of the November 2005 ORHT hearing that 2006 would commence with the tribunal's order unfulfilled. *Res judicata* had no application to what Member Burke was being asked to determine.

13. The Tenants' T2 and T6 applications filed on January 22, 2025 raises further issues which were not included in the prior T6 application and are properly raised at this hearing, including:

- a. Injury from the garage door opener
- b. Eavestrough
- c. Illegal entries
- d. Harassment

T2 Application

14. The Tenant's lawful monthly rent at the time of filing the application was \$1,298.86. The monthly rent increased as of February 1, 2026 to \$1,359.27.

Entry on July 26, 2025

15. The Tenant, Hossein Mahdinder Mahavinder ('HMM') submits that the Landlord illegally entered the rental unit on July 26, 2025. HMM referred to a text exchange contained in the Tenant's Book of Documents (DOC-7905660) at pages 78 & 79, where he states the Landlord sent a text on July 25, 205 at 3:31pm for entry on Saturday from 10:00am to 4:00pm. The text message outlined that the Landlord would be attending to complete maintenance for the yard and above the garage.
16. IM testified that the Landlord's provides 24-hour notice for each notice to enter. He states that the referenced text is from Landlord, Thomas Maniscalco, and the Tenants consented to the entry when they replied, 'Thank you for letting us know. We're happy to see it's finally getting done'.

Entry on July 23, 2025

17. HMM testified that the IM and his contractor attended the rental unit on July 23, 2025 and provided lawful notice to enter. However, during the inspection IM began to walk throughout the property, away from the contractor and began taking pictures and was informed by his wife, the other Tenant, Sabrina Kishundoyal ('SK') that the IM was swearing and yelling at her and was 'rude' during the entry.
18. SK testified that she 'ushered' IM from the property and once outside IM began to yell and swear. She states IM interferes with her enjoyment at the rental unit, she cannot relax and feels that he demeans and belittles her.
19. SK referenced a letter dated April 23, 2026, from a neighbour, Christine Ilona Charlebois regarding her observations of the interaction between SK and IM on July 23, 2025. The witness statement refers to a confrontation with a man and consoling SK; Christine Ilona Charlebois was not present as a witness to testify to her statement.
20. IM testified that Henry Valois attended the rental unit on July 23, 2025 and referred to an email from Henry Valois (DOC-789773) which details the events from his perspective. His email refers to witnessing a female yelling at IM, where IM chose to leave the rental unit, as IM was leaving SK began yelling for IM to leave, he also writes that HMM told IM that he was not allowed to return to the property.

Garage Door Injury

21. HMM testified that the garage door had not been repaired, despite the prior Board order directing the Landlord to have it repaired by July 15, 2024. HMM stated that the Landlord was aware that the automatic garage door was not repaired. Further in March 2024 as he was manually opening the door he hurt his back. HMM did not inform the Landlord of the injury at the time of his injury but submits he was aware after the Tenant's filed their application.
22. HMM referred to page 56 & 57 of the Tenant's Book of Documents (DOC-7905660) showing doctor's appointments that he attended and the prescriptions that he was taking as a result of his back injury. HMM testified that this injury affected his life greatly, as it was persistent and was required to continue to work despite the injury. HMM further referenced page 163 of the Tenant's Book of Documents, a doctor's note by Dr. Melissa Lortie on April 14, 2026 which speaks to his back injury, specifically it states:

This is to attest that Mr Hossein Mahdavinader injured his back in March 2024 opening a garage door...

23. IM's testimony is that, HMM did not inform him that he had injured his back. He states that if HMM informed the Landlord they would have engaged their insurer which he believes would have been the appropriate manner to address HMM's injury. Further, he states that this is the first time that he was informed that the Tenant injured his back as a result of the garage door.

Analysis

24. Section 26 of the Act states that a landlord can enter a tenant's unit without written notice in the case of an emergency or with the tenant's consent. Section 27 of the Act states that a landlord can enter a tenant's unit with written notice if it is given to the tenant at least 24 hours before the time of entry under certain circumstances. The written notice must specify the reason for entry, the day of entry and time of entry between the hours of 8 a.m. and 8 p.m.
25. Section 22 of the Act states that a landlord shall not at any time during a tenant's occupancy of a rental unit substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes by a tenant.
26. Section 23 of the Act states that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant. Although the word harass is not defined in the Act, harassment has been found by this Board to generally be a course of conduct or behaviour that the reasonable person knows or ought to know would be unwelcome.
27. With respect to the July 23, 2025 inspection, it was undisputed that the Landlord served a valid notice of entry to inspect the rental unit, photographs were taken during the course of the inspection, which appears to have caused the escalation.
28. The Landlord taking photographs of the Tenants' unit was not improper. In *Nickoladze v. Bloor Street Investments/Advent Property Management*, 2015 ONSC 3893 the Divisional Court found that the fact that photographs were taken did not, on its own, constitute an infringement of the tenant's privacy rights. The Court stated that this would constitute a breach of privacy if the photographs were taken for an improper purpose. In this case, the Tenants admit that they believed the purpose of photographs was for use in a Board proceeding, namely an N13 notice that was ultimately served, thus I find the Landlord was taking photographs for a proper purpose.
29. I also find that the July 23, 2025 entry did not substantially interfere with the Tenants' reasonable enjoyment or constitute harassment. IM testified that the reason the inspection escalated was only due to the Tenant's behaviour and he left once the escalation began. The Tenant's specifically, SK, admits that she became upset when IM began taking pictures within the rental unit.
30. With respect to the July 23, 2025, as noted above, the entry may have been contentious, but I do not find that this interaction rose to the level of harassment as required by section 22 or is a course of conduct pursuant to section 23. The Tenants did not prove there was an impact by the entry. While the Tenants testified that they experienced stress and feel that IM engages in behaviour that 'belittles' or 'demeans'. I am unable to award remedy for parties disliking the manner the other party engages with them, it must rise to a level defined in section 22 or 23, I find it does not.
31. I also find that the entry on July 26, 2025 was not illegal or cause substantial interference. The Landlord, Thomas Maniscalco sent a text message to the Tenant's informing them that he would be coming to complete maintenance in the backyard. Pursuant to

subsection 26(1)(b), I am satisfied that this was a valid entry as the text messages between the parties unequivocally show that the Tenants consented to the entry. Thus, the entry was consented to by the Tenants and further the Landlord did not enter the home or interact with the Tenant's.

32. I am also required to consider whether the entries and the injury from the garage door have substantially interfered with the Tenants' reasonable enjoyment or constitutes harassment.

33. In terms of the HMM's injury, I find that the Tenant's submissions are detailed and demonstrate the injury was a result of the garage door requiring to be manually opened. Further, it is uncontested that the automatic garage door has not been repaired despite the prior Board order. I find that the Tenant's injury is a direct result of the Landlord's failure to complete the ordered repair and this failure also substantially interfered with the Tenants; reasonable enjoyment of the residential complex. Therefore, an award shall be ordered.

T6 Application

34. As explained below, the Tenants have, in part, proven on a balance of probabilities that the Landlord failed to maintain the rental failed to meet the Landlord's maintenance obligations under s.20(1) of the Act or failed to comply with health, safety, housing or maintenance standards. Therefore, the Landlord shall pay to the Tenants \$3,591.14 and complete the work as outlined below.

Fence Repair

35. HMM testified that he informed the Landlord in 2018 that the fence was in a state of disrepair. HMM stated that the Landlord's did not repair the fence and there were two weeks in July 2025 where the Tenant's did not have a fence. HMM reference pages 81 – 84 of the Tenant's Book of Documents to support the allegation the fence has not been repaired appropriately. Further, he stated he was required to place chicken wire to ensure that animals cannot access the backyard. HMM states that despite the Landlord attending the rental unit to fix the fence on July 26, 2025, the fence was not repaired to the state when the tenancy first began.

36. IM states that the fence was repaired on July 26, 2025 and does not believe the Tenants are entitled to remedy. The Landlord asserts that the Tenant's evidence supports the repair as the Landlord sent a text message on July 25, 2025 stating that the Landlords were attending the rental unit and did in fact attend on July 26, 2025, as seen on page 84 of the Tenant's Book of Documents.

Garage Door Repair

37. As outlined above, the matter of the garage door was addressed in order LTB-T-034336-22/LTB-L-045257-22. Thus, I am only considering this whether there is a breach of s.20(1) of the Act relating to this issue for the period after the February 29, 2024 hearing for the previous application.

38. It was undisputed that the garage door was repaired on August 10, 2025. However, as of the hearing the door does not automatically open.
39. IM testified that the garage door was broken as a result of the Tenants' own conduct and was replaced and functional. He states the only issue is that there is no garage door opener, so it requires the Tenant's to manually open the garage door.

Eavestrough

40. HMM referenced a video taken on August 9, 2024 (DOC-7932439) which he states demonstrates the eavestrough were plugged and overflowing. He states this issue was brought to the Landlord's attention on October 21, 2022. HMM states the water overflowed onto the pathway and caused interference due to the amount of water coming from the eavestrough. HMM acknowledged and agreed during his testimony the eavestroughs were cleaned when during the Landlord's attendance on July 26, 2025.
41. IM states that the eavestroughs were cleaned on July 26, 2025, when the Landlord attended to complete the work on the fence. Further IM states they are cleaned yearly. He states that the Tenants are incorrect in asserting that the eavestroughs are not cleaned. IM did not provide any supporting documentary evidence such as a receipt or invoice to demonstrate the eavestrough had been cleaned.

Air Conditioner

42. As outlined above, the issue of the A/C was addressed in order LTB-T-034336-22/LTB-L-045257-22. That order directed the Landlord to repair or replace the air conditioning at the rental unit by July 15, 2024, but does not provide for any remedy if the Landlord does not comply. As the prior order addressed the air conditioning up until the date of the hearing on February 29, 2024, I am only considering a breach of s. 20(1) for the period after the February 29, 2024 hearing.
43. It is uncontested that central air conditioning is included with the rental unit as part of the tenancy agreement
44. HMM referred to page 55 of the Tenant's Book of Documents ('BOD') where the Tenant sent an email to the Landlord, Thomas Maniscalco on July 16, 2024, relating to the A/C repairs remaining incomplete despite the Board's prior order. HMM further referenced pages 90-154 of the Tenant's BOD of pictures of temperatures inside the home with dates ranging from June 20, 2025 to September 2, 2025 and temperatures as high as 32.9 degrees Celsius.
45. HMM referred to page 80 of the BOD, a 'HomeCare Checklist' completed by Enercare where under recommendations and work completed 'Carrier/ couldn't do the diagnostic due to a quick disconnected was taken by the landlord advised the tenant to speak with the landlord so he could bring back that for further diagnostic'. HMM went on to refer to a 2-part video where the SK is speaking with a technician and discusses the various aspects of the furnace and potential causes for lack of A/C, SK informs the technician that the Landlord had taken the disconnect.

46. HMM further referenced a picture taken by SK on July 25, 2025 and found at page 76 of the Tenant's BOD which illustrated a lock on a grey box. HMM stated that the Landlord had placed a lock on the A/C. Further, HMM stated that on August 7, 2025 they learned that the lock had been removed but found that the disconnect had been removed from the A/C box and the Landlord removed the disconnect so they would not have a functioning A/C. At page 89 of the Tenant's BOD, HMM further reference an email where he requested the Landlord to bring the disconnect to the rental unit.
47. IM referenced an email from Henry Valois ('HV') dated July 23, 2025 (DOC- 789773) where HV states that he attended the rental unit to inspect the HVAC unit to see if it was working properly. He states that upon arrival they were met by the Tenant outside. He states he walked to the side of the yard to see the electrical box that controlled the AC unit when he was informed that the Landlord had placed a lock on the switch box previously. He further states that the lock was no longer there and when he opened the box he found that the push on relay connector was not in the electrical box. HV was not present to testify to the email or interaction.
48. IM states that he believes that the Tenant's are removing the disconnect and then replacing after taking pictures of the temperature in the house. IM did not provide any further testimony regarding further attempts to attend the property or to repair the A/C.

Hot Water Tank

49. The Tenant's failed to adduce any evidence in support of their claim with respect to the hot water tank. The Tenant's did not provide any direct testimony on this fact.
50. IM testified that the Tenant's notified him of a leak in the hot water on July 20, 2024, the Tenant's sent a text to inform him of the leak. IM stated that he responded on the same day at 7:33pm via email informing them to turn the hot water off and he would have someone attend when he was able to reach a technician. IM stated he had a technician attend on Monday and it was repaired the same day.

Relevant Law

51. Section 20(1) of the Act, states:

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.

52. 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.

Analysis

53. With respect to the hot water tank, the Tenant's failed to adduce any evidence with respect to this claim, whether orally or through documentary evidence. The Landlord submitted that the issue was rectified in 3-days over the weekend. As the Tenant's did not bring forward their own evidence about when it was brought to the attention of the Landlord and when it was repaired, I find that the Tenant's have failed to adduce sufficient evidence establish a breach of s.20(1).
54. Regarding the eavestrough, I find that the Tenant's brought this issue forward to the Landlord's in August 2024 and it was not rectified until July 2025. However, I do not find that the water overflowing from the eavestrough amounts to substantial interference for the Tenants. I accept that the overflow of the water interfered with the Tenant's reasonable enjoyment of the unit when it rained, but not substantially, given that I was shown 1 video from August 9, 2024.
55. I find that the Tenants have failed to establish that the Landlords have breached their obligations under s. 20(1) of the Act or failed to act within a reasonable period of time to repair the fence. First, I find that the Tenants' pictures of the fence do not establish that the fence was in a state of disrepair. Second, while the Tenant's may take the position that the fence was not repaired, the Tenant's did not adduce evidence to support the claim that the Landlords breached their obligations under s. 20(2) of the Act. The Tenant's did not supply specific dates where they notified the Landlords of the alleged disrepair, or that the Landlord was aware of the alleged state of disrepair and refused to repair the fence. Finally, as per the testimony of the Tenant's and agreed by the Landlord's, the Landlord's attended the property on July 26, 2025 and placed a new portion of the fence at the back of the property. Therefore, I find there is insufficient evidence to support the Tenants claim regarding the fence. Therefore, no order will issue.
56. I find that the Landlord has not acted reasonably to address the concerns relating to the automatic garage door repair. The garage door replacement took 13-months after the July 3, 2024 order. I find this is an unreasonably long period of time and therefore a breach under s. 20(1) of the Act.
57. The Landlord testified that he has and is not taking any steps to repair the automatic garage opener despite being ordered to repair the issue on July 3, 2024. The Landlord is required to comply with a Board order for repairs.
58. I find that the Landlord has not reasonably addressed the concerns relating to the A/C, as of the date of the hearing the A/C was not repaired or in working order. The Tenants provided substantial photographic evidence of the high temperatures in the home, and I do not believe, as was suggested by IM, the Tenants were removing and reinserting the disconnect to receive an award from the Board. Therefore, I find the Landlords have not taken reasonable steps to repair the A/C and therefore are in breach under s. 20(1) of the Act. Therefore, an order will issue.
59. However, I am not persuaded that the Landlord deliberately caused the problem with the A/c by removing the disconnect. While the HomeCare Checklist by Enercare states that

the Landlord had taken the disconnect, as evidenced in the video it is SK that informs the technician that the Landlord has taken the disconnect and the technician did not come to this conclusion on their own. Therefore, I place little weight on the testimony and Checklist submitted by the Tenant's.

Remedies

60. The Tenant's seek the following remedies for the T2/T6 application:

- a. \$7,793.16 being broken down as 50% rent abatement for the period of February 2024 through January (this remedy claimed separately on both T2 & T6 applications)
- b. \$835.14 for out-of-pocket expenses for the purchase of a freezer and mini fridge in 2022
- c. The Landlord to repair or replace the A/C, garage door and complete yearly eavestrough cleanings
- d. Order preventing rental increase until the work has been completed
- e. The Landlord or the Landlord's agent to stop the following behaviour:
 - a) Intimidation – by swearing and being disrespectful
 - b) Be calm upon entry to the home
 - c) Provide minimum 24-hour notice to enter the rental unit
- f. \$5,000.00 in legal fees
- g. Fine to the Board
- h. The application filing fee

61. The Tenant's legal representative abandoned the claims for out-of-pocket expenses at the hearing.

62. The Tenants were subject to a rental increase of \$1,359.27 as of February 1, 2026 and therefore the remedies will be calculated accordingly.

63. An abatement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be getting 100% of what you are paying for and if a tenant is not receiving the full value of what they are paying for, then they should be entitled to abatement equal to the difference in value.

64. Determining appropriate remedies is often described as more of an art rather than a science. In *Biltmore Terrace Apartments v. Nazareth*, [1997] O.J. No. 1881, a decision rendered under the Landlord and Tenant Act, the Court remarked:

It is always difficult to arrive at a proper amount or percentage by way of abatement. There is no magic formula. What is appropriate in each case will depend on the circumstances, including the amount of rent, the age and general condition of the premises, the nature and degree of the non-repair, and its duration, the efforts of the Landlord to inspect, the co-operation or otherwise of the Tenant in that regard, and the efforts made by the Landlord to rectify the defect.

65. The Tenant, HMM tendered significant evidence regarding his injury. I find that it would be appropriate to order an abatement in the amount of 5% for the period of time of the injury being 6-months until fully rehabilitated. This abatement is calculated from March 1, 2024 until August 2024 and totals \$389.64 [$\$1,298.86 \times .05 \times 6\text{-months} = \389.64].
66. I also find that an abatement of 30% of rent for the periods May 31, 2025 – September 30, 2025 and May 1, 2026–June 30, 2026 for the A/C is appropriate in the circumstances. The Tenants provided substantial evidence to demonstrate that they continued to experience high temperatures in the summer months due to the A/C not working. I find that this substantially interfered with the Tenants' ability to use and enjoy the rental unit during warmer months
67. Therefore, the amount owing to the Tenant's is \$3,685.12 [$(\$1,298.86 \times 30\% \times 5\text{ months} = \$1,948.30) + (\$1,359.27 \times 30\% \times 2\text{ months} = \$815.56) = \$2,763.86$].
68. I find that the automatic garage door has not been repaired since the July 3, 2024 order. Therefore, I will order a 5% rent abatement for a 12-month from July 3, 2024 – August 2, 2025. I am awarding a relatively low amount because I find that there is minimal disruption to the Tenants' ability for use and occupation of the rental unit due to this issue. The Tenants failed to demonstrate a significant impact on their ability to use the garage door, and I find that it did not materially affect their normal use and enjoyment of the rental unit. I do find that tenancy agreement includes a functioning automatic garage door and the Tenants should not be deprived of this benefit. Therefore, the amount to the Tenants are entitled to is $\$1,298.86 \times 5\% \times 12\text{ months} = \779.28 .
69. Given the unjustified and lengthy delay in responding to the Tenants' requests for maintenance and repair work, I am of the view it is appropriate to include in this order for the Landlord to repair the A/C and automatic garage door opener on or before June 30, 2026.
70. If Landlord fails to meet this condition, the Tenants may deduct 20% of the total monthly rent from the lawful monthly rent starting July 1, 2026 until the A/C and automatic garage door are repaired.
71. Section 30(7) of the Act states that the where it is determined that the Landlord has breached an obligation under section 20(1), the Board can prohibit the Landlord from giving a notice of rent increase until the Landlord has completed the specified repairs or other work ordered under paragraph 4 found by the Board to be related to a serious breach of the landlord's obligations under subsection 20 (1). While I find the Landlords have breached section 20(1), I do not find it meets the definition of a serious breach and therefore I will not be issuing an order prohibiting rent increases.
72. The Tenants' legal representative requested \$5,000.00 in legal fees. Despite seeking submissions on this request, there were no submissions provided. As such, I do not find that it would be appropriate to award this request.
73. The Tenants have requested that the Landlord or the Landlord's agent cease intimidation by swearing and being disrespectful, be calm upon entry to the home and provide

minimum 24-hour notice to enter the rental unit. I am not prepared to order the remedy sought. While all parties within a landlord and tenant relationship are encouraged to be courteous and polite, I cannot order the remedies as requested. Additionally, as outlined in sections 26 & 27 of the Act the Landlords are already required to provide lawful notice before entering.

Administrative fine

74. The Tenants also requested the Board order the Landlord to pay an administrative fine. The Board's non-binding Interpretation Guideline 16 provides guidance about the Board's use of fines. It 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. It further provides that the remedy is not usually imposed "unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance". I find that the Landlords in this case were ordered to repair or replace issues alleged in this application in a prior Board order and did not comply with that order. The Landlords made only one attempt to attend the rental unit to repair the A/C.
75. At the hearing of this application before the Board the Landlords were in no way repentant for its behaviour and continued to argue it was the fault of the Tenants. I find that the Landlords showed blatant disregard for a prior Board order and a fine is necessary to discourage this type of conduct. Even though the previous orders directed the Landlords to repair or replace the A/C and automatic garage door the Landlords have failed to comply with the prior Board's order. Therefore, I am imposing an administrative fine of \$250.00.
76. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Landlord shall pay the Tenant's \$3,980.78 by June 30, 2026. This amount represents:
 - \$3,932.78 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. If the Landlord does not pay the Tenant's the full amount owing by June 30, 2026, the Landlord will owe interest. This will be simple interest calculated from June July 1, 2026 at 4.00% annually on the balance outstanding.
3. Should the Landlord fail to make the payment in accordance with paragraph 1, the Tenant's shall be permitted to deduct \$500/month from the rent starting on July 1, 2026 and continuing until the amount has been satisfied.
4. The Landlord shall also ensure that the air conditioning and automatic garage door is in working condition on or before July 15, 2026.

5. If the air conditioning and automatic garage door are not in working condition by July 15, 2026, the Tenants may deduct 20% from their rent for the months of August and September 2026. The Tenants may deduct 5% from their lawful month rent starting on October 1, 2026 should the automatic garage door not be repaired. When the A/C and automatic garage door are repaired or replaced the Tenants must cease deducting any amounts from their lawful monthly rent.
6. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$250.00 by June 30, 2026.

June 19, 2026

Date Issued

Angela Smith

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.

Payment of the fine must be made to the LTB by the deadline set out above. The fine can be paid by certified cheque, bank draft or money order made payable to the Minister of Finance. If paying in person, the debt can also be paid by cash, credit card.