



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-080158-25

In the matter of: B, 775 KINGSTON RD E
AJAX ON L1Z1V9

Between: Ryan Baldwin Tenant

And

2615898 Ontario Inc Landlord

Ryan Baldwin (the 'Tenant') applied for an order determining that 2615898 Ontario Inc (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.
- withheld or interfered with their vital services or care services and meals in a care home (T2 Application).

The Tenant 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 (T6 Application).

This application was heard by videoconference on June 9, 2026.

Only the Tenant attended the hearing. As of 10:10 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing.

Preliminary Issue:

The application, specifically the amended T6 application, contained numerous claims of repairs allegedly carried out by the Tenant who owns a renovation business. While the Tenant provided a list of the repairs and the associated costs incurred, there was no breakdown to distinguish the cost of materials from the labour costs. In addition, no documentary evidence was provided to demonstrate that the Landlord was informed of the alleged disrepair. For these reasons, I find that the Tenant is not entitled to the amounts claimed.

Determinations:

1. 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, \$1,292.72.

T2 Application

2. The Tenant testified that on May 12, 2025, his neighbour's son yelled at him and called him offensive names. The Tenant reported the incident to the Landlord who promised to speak with the neighbour.
3. On November 7, 2025, the neighbour's drunk boyfriend screamed profanities at the Tenant. The Tenant also informed the Landlord of this incident.
4. On July 16, 2025, and July 30, 2025, the Tenant requested rent receipts from the Landlord, but the Landlord ignored the request until a legal clinic sent him a letter on August 26, 2025. In response, the Landlord sent an 'INVOICE' to the Tenant on August 28, 2025, showing both the Tenant's and the Landlord's names and addresses; the amount of the monthly rent, \$500.00; the twelve-month period covered by the invoice, August 2024 to July 2025, and the total payments of \$6,000.00. The Tenant stated that this was not a legal document.
5. Section 22 of the *Residential Tenancies Act, 2006* (*'the Act'*) provides that 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. In addition, section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
6. Regarding the conduct of the neighbour, the Tenant has failed to demonstrate that the Landlord substantially interfered with his reasonable enjoyment of the unit and that the conduct persisted despite his complaint. The evidence demonstrates that the Landlord promised to speak with the neighbour following her son's outburst toward the Tenant on May 12, 2025. Apart from the isolated incident involving the neighbour's intoxicated boyfriend on November 7, 2025, the Landlord appears to have managed the situation appropriately. In this circumstance, I find that both incidents do not rise to the level of substantial interference or harassment.
7. Section 109 of the Act states that a landlord shall provide free of charge to a tenant or former tenant, on request, a receipt for the payment of any rent, rent deposit, arrears of rent or any other amount paid to the landlord.
8. In addition, section 9 of the O. Reg. 516/06, provides:

Receipt

9. A document constitutes a receipt for the purposes of section 109 of the Act if it includes, at a minimum,

- (a) the address of the rental unit to which the receipt applies;

- (b) the name of the tenants to whom the receipt applies;
 - (c) the amount and date for each payment received for any rent, rent deposit, arrears of rent, or any other amount paid to the landlord and shall specify what the payment was for;
 - (d) the name of the landlord of the rental unit; and
 - (e) the signature of the landlord or the landlord's authorized agent.
9. The evidence here demonstrates that the Landlord provided a single document showing that the Tenant paid the rent for a 12-month period. Although the document does not specify the date of each individual payment, it substantially complies with section 9 of the O'Reg. 516/06. However, going forward, the Landlord must provide the Tenant with a receipt for each rental payment at the time it is made.
10. Based on all the evidence, I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or obstruct, coerce, threaten, or interfere with the Tenant.

T6 Application

11. Following the Landlord's recommendation of a furnace repair company in November 2024, the Tenant contacted the company because the oil operated furnace in the rental home was dysfunctional. The company attended the residential complex on November 21, 2024, and recommended that the chimney needed to be unclogged before repairs to the furnace could commence. The company completed the work over several dates.
12. The Tenant provided an account statement dated September 24, 2025, from Hoover's Home Energy Inc. indicating that he paid a total of \$2,192.72 for furnace repair and chimney cleaning. The Tenant explained that although the services were performed in 2024, the statement date reflects the date on which it was printed and issued to him on request.
13. Section 20 (1) of the Act provides that 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.
14. The Tenant's uncontested evidence demonstrates that at the direction of the Landlord, he hired a company to repair the furnace, and that the cleaning of the chimney was a necessary part of the service. The Tenant incurred a total cost of \$1,292.72 for the repairs, which has not been reimbursed by the Landlord. As the responsibility for the maintenance of the rental unit rests on the Landlord, the Landlord is liable for the costs. Therefore, the Landlord must pay to the Tenant, \$1,292.72.

It is ordered that:

1. The Landlord shall pay to the Tenant \$1,292.72, in costs incurred for the furnace repair.

2. If the Landlord does not pay the Tenant the full amount owing by June 22, 2026, the Landlord will owe interest. This will be simple interest calculated from June 23, 2026, at 4.00% annually on the balance outstanding.
3. The Landlord shall provide monthly rent receipts to the Tenant.

June 11, 2026
Date Issued

Jitewa Edu
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.