



Order under Section 21.2 of the Statutory Powers Procedure Act And Section 31 of the Residential Tenancies Act, 2006

Citation: Pereira v Equiton Living, 2026 ONLTB 47325

Date: 2026-06-19

File Number: LTB-T-005649-24-RV

In the matter of: 202, 130 St. Paul Avenue
Brantford ON N3T4G2

Between: Marcia Pereira Tenant

And

Equiton Living Landlord

And

Rhonda Bowman Superintendents
John Bowman

Review Order

Marcia Pereira (the 'Tenant') applied for an order determining that Equiton Living (the 'Landlord') and Rhonda Bowman and John Bowman (the 'Superintendents'):

- 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.

This application was resolved by order LTB-T-005649-24 issued on October 31, 2025. The hearing was held on July 15, 2025 and the Tenant did not attend the hearing and it was dismissed as abandoned.

On November 29, 2025, the Tenant requested a review of the order.

On December 4, 2025, interim order LTB-T-005649-24-RV-IN was issued directing the matter to a review hearing.

On January 23, 2026, interim order LTB-T-005649-24-RV-IN2 was issued granting the review request and directing the matter to be heard de novo (anew).

This application was heard de novo on April 7, 2026. Only the Tenant attended the hearing. As of 1:30pm, the Landlord was not present or represented at the hearing. Gemme Humenny provided real time closed caption services for the Tenant at the hearing.

Preliminary:

1. At the commencement of the hearing the Tenant requested that the Board issue a publication ban on the order or in the alternative to redact her name from the order if published on Canlii.org.
2. The Tenant's request is made from fear of retaliation from her former neighbours. Some of the allegations contained in the Tenant's application allege that a former neighbouring unit has harassed her and that the Landlord has not addressed these requests. The Tenant stated that she fears that these former neighbours may retaliate against her if they discover that the Tenant made a complaint to the LTB about their conduct.
3. In *Toronto Star v Attorney General (Ontario)*, 2018 ONSC 2586, the Court found that the *Freedom of Information and Protection of Privacy Act* (FIPPA) improperly restricted access to records at adjudicative boards and tribunals because it was inconsistent with "the open court principle. The presumption of non-disclosure of personal information in adjudicative records pursuant to FIPPA was deemed unconstitutional, infringing the freedom of expression under s.2(b) of the *Canadian Charter of Rights and Freedoms* (the Charter).
4. Following the declaration of invalidity of FIPPA as it applies to adjudicative records, the *Tribunal Adjudicative Records Act* (TARA) was enacted to govern access to adjudicative records for proceedings commenced on or after July 1, 2019. This Act obligates Tribunals to make adjudicative records available to the public subject to limited exceptions, including statutory bars and confidentiality orders.
5. Subsection 2(2) of TARA states:

Confidentiality orders

- (2) A tribunal may, of its own motion or on the application of a person referred to in subsection (3), order that an adjudicative record or portion of an adjudicative record be treated as confidential and that it not be disclosed to the public if the tribunal determines that,
 - (a) matters involving public security may be disclosed; or
 - (b) intimate financial or personal matters or other matters contained in the record are of such a nature that the public interest or the interest of a person served by avoiding disclosure outweighs the desirability of adhering to the principle that the record be available to the public.
6. In addition, in *Toronto Star* the Court indicated that when considering whether to override the principle its hearings should be open to the public, tribunals should look to the test

used by courts for imposing limits on the open court principle provides guidance. The test was recently recast by the Supreme Court of Canada in *Sherman Estate v. Donovan*, 2021 SCC 25. The Court held that a person seeking to limit the open court presumption must establish that:

- (1) court openness poses a serious risk to an important public interest;
 - (2) the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and,
 - (3) as a matter of proportionality, the benefits of the order outweigh its negative effects.
7. The Supreme Court explained in *Sherman Estate* that open courts can be a source of inconvenience and embarrassment for litigants and others mentioned in litigation, but this discomfort is generally not enough to overturn the strong presumption of open courts.
- [2] Accordingly, there is a strong presumption in favour of open courts. It is understood that this allows for public scrutiny which can be the source of inconvenience and even embarrassment to those who feel that their engagement in the justice system brings intrusion into their private lives. But this discomfort is not, as a general matter, enough to overturn the strong presumption that the public can attend hearings and that court files can be consulted and reported upon by the free press.
8. Based on the submissions before the Board, I am not satisfied that it is appropriate to issue a publication ban of the order or to redact the order in any manner. The Tenant provided insufficient evidence at the hearing to support that her circumstances would warrant a publication ban pursuant to subsection 2(2) of TARA or the test set out in *Sherman Estate*.
9. Although the Tenant had disputes / altercations with her former neighbours, there was insufficient evidence before the Board to suggest that there is an imminent risk to the Tenant's safety from these individuals. The Tenant further provided no evidence such as a Police restraining order or no contact order issued by the Courts suggesting that the parties are prohibited from direct or indirect communication. The Tenants allegation that her safety is at risk should the order be published is speculative only and not supported by any substantive evidence.
10. As such, the Tenant's request for a publication ban on the order is denied.

Determinations:

11. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities.
12. The Tenant moved into the rental unit on or about May 2013 and still resides in the unit.
13. The Tenant's T2 application was filed on December 22, 2023. The application alleges the following:
 - That the Landlord has failed to address / respond to the Tenant's complaints of harassment from the former neighbouring tenants in unit 102 (located below the Tenant's unit).

- That the Landlord failed to remedy mould and/or damages from a water leak that occurred in the kitchen / bathroom portion of the rental unit withing a reasonable period.
14. The Tenant's application is filed pursuant to section 29 of the *Residential Tenancies Act, 2006* (the Act). Subsection 29(2) of the Act states that "No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred".
15. As the Tenant's application was filed on December 22, 2023, the Board can only consider conduct / breaches that date back to December 22, 2022. With respect to the allegations that the Tenant's former neighbours have harassed her, only one incident plead (occurred on December 22, 2022) is within the Board's 1 -year limitation period. As such, the incidents that occurred prior to December 22, 2022 will not be considered.

Harassment From Neighbouring Residents:

16. The Tenant testified that on December 23, 2022, a bag of feces was thrown at her front entrance door. The Tenant believes that this was done by the tenants residing below her due to prior incidents of harassment.
17. The Tenant stated that she reported this incident to the Police and the Landlord and that her claims were dismissed. The Tenant agreed that both the Landlord and the Police responded to her complaint but determined that there was insufficient evidence to determine that the tenants below committed the actions alleged as there were no witness or security camera footage to confirm the tenants from unit 102 were involved.
18. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord has substantially interfered with the Tenant's reasonable enjoyment of the rental unit.
19. A landlord has an obligation to address and investigate complaints from a tenant stemming from conduct of a third party (*Hassan v. Niagara Housing Authority, [2000] O.J. No. 5650 [Ont. Div. Ct.]*).
20. In this case, the Tenant's own evidence confirms that the Landlord responded to and investigated the Tenant's concern but found insufficient evidence to find that the conduct was committed by the tenants below. As such, I do not find that the Landlord has breached the Act simply because the Tenant is unhappy with the outcome of the Landlord's investigation. The Tenant herself could not provide sufficient evidence that the alleged incident was initiated by the alleged tenants below. Therefore, I find that the Landlord's response was reasonable given the evidence.

Ceiling Leak:

21. On or about July 2023 the Tenant reported a leak in her bathroom and kitchen ceiling. The Tenant stated that the Landlord inspected this complaint and observed the leak to be coming from the unit located directly above her unit.

22. The Tenant further testified that the Landlord did not address the concern immediately which resulted in a piece of drywall falling from the kitchen ceiling and hitting her. After this incident, the Tenant observed signs of mould in the ceiling and on the drywall.
23. The Tenant stated that the ceiling drywall was repaired three times between the fall of 2023 and the spring of 2024, but that water damage appeared after each repair. The Tenant confirmed that on or about the end of September 2024 that the ceiling and leak were repaired and that no further leaks were observed after this period. The Tenant could further not confirm if mould was still present in the unit after this period.
24. Based on the uncontested evidence and submissions before the Board, I find that the Landlord has substantially interfered with the Tenant's reasonable enjoyment of the rental unit by not properly addressing a water leak in the ceiling of the rental unit for the period of July 2023 to September 2024.

Remedies:

25. As the Tenant only proved the allegations relating to the ceiling leak, I will only consider the remedies relating to this claim.

Order to Repair:

26. As the Tenant confirmed that this issue was repaired as of late September 2024, this requested remedy is now moot.

Rent Abatement:

27. The Tenant requests a rent abatement for the period that the water leak, drywall damage and mould was visible / present in the rental unit. The Tenant's monthly rent was \$999.42 in 2023 and \$1,024.40 in 2024.
28. An abatement is a contractual remedy designed to address the idea that tenants are paying for a bundle of goods and services and if they do not receive everything they are paying for, the rent should be abated in an amount proportional to the difference between what is being paid for and what is being received.
29. Based on the submissions before the Board and in assessing the impact the ceiling leak / mould had on the Tenant and their enjoyment of the rental unit, I find that the Tenant is entitled to a total rent abatement of \$1,521.60, which represents a 10% rent abatement for the period of July 2023 to September 30, 2024.

Administrative Fine:

30. The Tenant's application also requests that the Landlord be ordered to pay a administrative fine to the Board.
31. The Board's *Interpretation Guideline 16* entitled Administrative Fines addresses when the Board generally imposes fines:

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.

32. Based on the evidence before the Board I am not satisfied that a administrative fine is warranted in these circumstances. Although I find that the Landlord has breached the Act with addressing the ceiling leak, I do not find that the breach is so sever or demonstrates a blatant disregard for the RTA. As such, the Tenant's request for a administrative fine is denied.

Filing Fee:

33. The Tenant paid \$53.00 for the costs of filing the application and is entitled to reimbursement of those costs.

34. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,574.60. This amount represents:
 - \$1,521.60 for a rent abatement.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 30, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 30, 2026, the Landlord will owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by June 30, 2026, the Tenant may recover this amount by deducting from the monthly rent commencing July 1, 2026, until the full balance owing is paid in full.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 19, 2026
Date Issued

Fabio Quattrociocchi
Member, Landlord and Tenant Board

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