



## Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

**Citation:** PAPOUCHINE v NUBURY PROPERTIES, 2026 ONLTB 50848

**Date:** 2026-06-26

**File Number:** LTB-T-009618-25-RV

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

**Between:** ALEXANDRE PAPOUCHINE Tenant

**And**

NUBURY PROPERTIES Landlord

### Review Order

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 and harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was resolved by order LTB-T-009618-25, issued on June 11, 2026.

On June 25, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing.

### Reasons:

1. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order, that a serious error occurred in the proceedings, or that the Tenant was not reasonably able to participate in the proceeding.
2. The Tenant's application alleged that the Tenant had experienced a reduced income as a result of his disabilities; that the Landlord therefore had a duty under the *Human Rights Code* to accommodate his disabilities by temporarily reducing his rent; and that, by refusing to provide the requested accommodation, the Landlord had substantially interfered with his reasonable enjoyment of the premises for all usual purposes within the meaning of section 22 of the *Residential Tenancies Act, 2006* (RTA).
3. The Member found that the *Code* does not require a landlord to reduce the rent as an accommodation for a tenant's disability. She reasoned that the purpose of accommodation under the *Code* is to eliminate barriers to accessing and using housing,

and that payment of rent is not a barrier to access and use. She therefore dismissed the Tenant's application.

4. There is no error in the Member's reasoning. I reached the same conclusion, on the same reasoning, in *Capizzano v Neal*, 2026 ONLTB 1589 (CanLII) (paras. 22-27). Paying the rent is a tenant's essential duty under a tenancy agreement. A landlord can be required to eliminate disability-related barriers that impede a tenant's ability to pay the rent, but cannot be required to waive a tenant's duty to pay some or all of the rent.
5. On review, the Tenant makes four arguments.
6. First, the Tenant argues that the hearing was procedurally unfair, because the matter was decided on a preliminary motion without the substance of the case being heard. That was not an error. The Member considered, as a preliminary matter, whether the claim raised in the application could succeed. For the reasons discussed above, she found that it could not. Therefore, it was not necessary for her to hear anything further.
7. Second, the Tenant says that the Landlord made arguments regarding issue estoppel and *res judicata* which, the Tenant argues, were not correct. The Tenant's argument in this regard is irrelevant, as the Member did not accept the Landlord's arguments or make any finding that the application was barred by issue estoppel or *res judicata*.
8. Third, the Tenant argues that the Member was biased because she decided the accommodation issue in the Landlord's favour. The Member's role was to decide whose arguments were correct. Deciding an issue in favour of one of the parties is not an indicium of bias.
9. Fourth, the Tenant asserts that "after [the] hearing [his] research found multiple very old cases of Landlord-Tenant (Ontario) decisions about rent discount/waiving (in favour of Tenants)." However, he does not cite any of the decisions in his review request, so there is no basis on which I could conclude that the Member erred by failing to follow a prior precedent. In any case, the Member did not err by not considering caselaw that was not put to her at the hearing.
10. For those reasons, I am satisfied that the Member did not err in finding that the Tenant's application could not succeed, and dismissing the application. The review will be denied.

**It is ordered that:**

1. The request to review order LTB-T-009618-25, issued on June 11, 2026, is denied. The order is confirmed and remains unchanged.

**June 26, 2026**  
**Date Issued**

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Dale Whitmore  
Member, Landlord and Tenant Board

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