



Order under Section 31 Residential Tenancies Act, 2006

Citation: Heseltine v Janics, 2026 ONLTB 51153

Date: 2026-06-30

File Number: LTB-T-005004-26

In the matter of: 47, 596101 59 HWY
WOODSTOCK ON N4S7W1

Between: Brinn Heseltine Tenant
Coralee Benoit

And

Sharon Janics Landlord

Brinn Heseltine and Coralee Benoit (the 'Tenant') applied for an order determining that Sharon Janics (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.
- withheld or interfered with their vital services or care services and meals in a care home. (T2 Application)

Brinn Heseltine and Coralee Benoit (the 'Tenant') applied for an order determining that Sharon Janics (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 March 24, 2026 and June 15, 2026.

The Landlord, the Landlord's Representative Theresa Forrest and the Tenant Brinn Heseltine attended the hearings.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed
2. The rental unit is a single wide mobile home in a land lease community. The mobile home has 2 bedrooms, living room, kitchen and 1 bathroom. There is also an addition with 2 rooms and a loft.

T2 Application - Substantial interference and withholding a vital service

Tenant's Evidence

3. The Tenant Brinn Heseltine (BH) testified that the Landlord has served an egregious number of Notices of Entry, 19 since January, which substantially interferes with the reasonable enjoyment of the unit.
4. The Tenant referred to pages 21 to 38 of the Landlord's Document Brief 1B, which contained 21 notices of entry.
5. BH testified that he and his family are unable to use the addition to the trailer home because the Landlord has failed to provide heat in that area and as a result of a prior leak in the addition, there is mold, which the Landlord also refuses to address.
6. BH testified that due to the lack of heat and the mold in the additional that his family of five are living in only 65% of the unit, which is not enough to accommodate them.
7. Under cross-examination, BH agreed that the addition has never had heat and that the notices of entry were to allow contractors into the unit to complete work/repairs.

Landlord's Evidence

8. The Landlord testified that she had bought this house so her son, BH, could afford rent after being given notice to vacate his prior unit. She further testified that BH viewed the home with her prior to the purchase.
9. The Landlord testified that the additional to the mobile home is 2 rooms plus a three-season room (sunroom) which has never had a source of heat was never meant to live in. Despite this, she provided BH with an electric fireplace to use in the room. It was further explained that this unheated room is comparable to an enclosed porch, not an area meant to be lived in.
10. The Landlord testified that each of the notices to enter were given with proper notice and were to allow contractors into the unit to complete the work required, such as renovations to the addition, mold remediation, furnace maintenance and repair/replacement of the gas range.
11. The Landlord testified that despite the sunroom not requiring heat, she looked into the ability to run heat to the addition, and it is impossible as the furnace is incapable and Hydro One will not permit an upgrade above the current 30 amp service, which would be required to add the additional heat.

Analysis

12. Section 22 of the act provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes by a tenant. Pursuant to the Boards Interpretation Guideline 6, the interference must be substantial in nature and a minor disruption or inconvenience for a brief period of time does not normally result in an abatement of rent.

13. Although the tenant was inconvenienced by the frequent attendances at the unit by the Landlord's contractors, I do not find that this inconvenience rises to the level of substantial interference, as the Landlord was required to have the contractors attend the unit to address the issues within the unit.
14. Therefore, I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
15. In regard to the Landlord withholding heat, I find that the room without heat is a sunroom or an enclosed porch and was never intended to be heated. Despite this, the Landlord took all possible steps to try to address this issue. As the mobile home itself is heated sufficiently, I find that the Landlord did not withhold or interfere with the Tenants' vital services.

T6 Application – Maintenance

Tenant's Evidence

16. BH testified that the Landlord has failed to maintain the unit and as a result there is mold in the walls and insulation, windows freeze preventing them from opening and gaps or holes in the unit which were allowing wasps to enter the unit.
17. BH submitted pictures from January 2026, showing the following:
 - Condensation on a windowsill in the loft
 - Ceiling panels in the loft removed showing signs of mold
 - A hallway window with condensation and ice which makes the window inoperable
 - Openings allowing insects into the unit
 - Insulation damage caused by rodents
18. BH testified that the Landlord has fixed the leak, the holes insects were getting into was filled by him using spray foam, but the windows and mold are still issues the Landlord has failed to address.

Landlord's Evidence

19. The Landlord testified that the roof was repaired in 2024 and again in 2025 resulting in the roof being completely redone.
20. The Landlord testified that without need, she replaced the hot water tank to a larger model and provided a new washer and dryer to help the Tenant.
21. The Landlord testified in January 2026 the Tenant informed her about the mold so she hired the best company she could find and had the required areas in the unit treated and cleaned, which included any of the Tenant's belongings which may have been affected.
22. The Landlord testified that the unit has been tested and the air quality is good in the unit. A copy of the testing results were submitted as evidence.

23. The Landlord testified that the mold was caused by poor air circulation in the unit caused by the abundance of clutter in the unit and the Tenant's growing of marijuana in the unit. A copy of the post remedial report from February 25, 2026, was submitted into evidence which stated hoarding, storage of car parts and growing marijuana in the unit were the cause of the restricted airflow and elevated humidity. Copy of photos were also submitted showing the pile of car parts and excessive belongings (hoarding) within the unit.
24. The Landlord testified that all of the upper-level windows have been replaced, that the unit has been cleared by the City bylaw, fire department and ESA. The only remaining item is a window that cannot be accessed because it is blocked by the Tenant's belongings.
25. The Landlord testified that she additionally provided the Tenants with a water cooler due to a water advisory and dehumidifiers to help with the excess humidity.

Analysis

26. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit or residential complex and did not fail to comply with health or safety or housing or maintenance standards.
27. I find, based on the evidence before me, that the Landlord has addressed each and every one of the issues raised by the Tenant in a timely manner.
28. 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.
29. As set out in the Board's *Interpretation Guideline 5*, it is established law that it is not sufficient to establish that there was a maintenance issue. The Board must also consider whether the Landlord's response, once informed of the issue, was timely, appropriate and effective to remedy the problem. Where this is the case, the Landlord cannot be said to have been in breach of their section 20 obligation to maintain.
30. For these reasons, I cannot find, on a balance of probabilities, that the Landlord was in breach of the Act with respect to the mold, leaks and windows, therefore this allegation is dismissed.

Costs

31. The Landlord requests costs in the amount of \$700.00, alleging that the Tenant is a vexatious litigant.
32. The Board's Interpretation Guideline 3 speaks to ordering costs against a party and requires that, in considering a request for costs awarded against a party, the Board consider whether the party's actions were unreasonable. A party's actions will be considered unreasonable if they cause undue expense or delay.

33. Rule A8.2 of the Board's Rules of Procedure states that the Board may find a party to be vexatious litigant when satisfied that a person has persistently instituted vexatious proceedings or conducted a proceeding in a vexatious manner.

34. The Tenant was self-represented throughout the proceedings and in filing the application. I do not find that the Tenant acted in bad faith, nor do I find that there is sufficient evidence to declare the applicant as a vexatious litigant.

35. Therefore, I do not find that costs are warranted under these circumstances.

It is ordered that:

1. The Tenant's application is dismissed.

June 30, 2026
Date Issued

Brenda Mercer
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.