



## Order under Subsection 30 Residential Tenancies Act, 2006

**Citation:** Krywyj v Tratch, 2024 ONLTB  
15983 **Date:** 2024-02-29  
**File Number:** LTB-T-070392-22  
LTB-T-075508-22

2024 ONLTB 15983 (CanLII)

**In the matter of:** c, 28 Parkside Crescent  
Nepean Ontario K2G3B5

**Between:** Olga Krywyj Tenant

**And**

Mark Tratch Landlords  
Ruth Lewis-Tratch

LTB-T-070392-22 T6

Olga Krywyj (the 'Tenant') applied for an order determining that Mark Tratch and Ruth Lewis-Tratch (the 'Landlords') 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.

LTB-T-075508-22 T2

OLGA KRYWYJ (the 'Tenant') applied for an order determining that RUTH LEWIS-TRATCH and MARK TRATCH (the 'Landlord'):

- entered the rental unit illegally.
- 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.

These applications were heard by videoconference on May 26, 2021, May 28, 2021, and July 7, 2022.

The Landlord Legal Representative Diego Fernandez-Stoll, the Landlord Ruth Lewis-Tratch and the Tenant attended the hearings.

At the July 7, 2022 hearing, the application was converted to a hearing via written submissions on consent of the parties.

**Determinations:**

T6 application

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
2. The Tenant made the following allegations in the amended T6 application dated July 2, 2021:
  - a. Malfunctioning dryer;
  - b. Dryer exterior located next to window;
  - c. Toxic bathroom chemical inhalant smells entering through vents and shower drain;
  - d. Furnace maintenance and duct cleaning;
  - e. Handrail installation for stairs to the basement rental unit;
  - f. Request for pot-lighting above kitchenette;
  - g. Request for oscillating tower heater;
  - h. Install baseboard in storage space;
  - i. Install backsplash behind kitchen sink;
  - j. Install towel rack in bathroom;
  - k. Repair toilet seat; and
  - l. Netflix and Youtube does not work.
3. The tenancy began December 19, 2019, and was terminated August 1, 2021 when the Tenant provided vacant possession to the Landlords.
4. The Tenant self-describes as having a senior living with visible and non-visible disabilities and that is also mobility challenged.
5. The Tenant confirms that the dryer had been replaced on August 25, 2020.
6. The Tenant confirms that the handrail was resolved by the Landlords on August 2, 2020.
7. The Tenant had requested that the Landlord and other tenants not use scented laundry and cleaning products as an accommodation under the human rights code, given their non-visibility.
8. I reviewed the evidence of the Tenant that show that the Landlord made attempts to accommodate the Tenant. I was satisfied that those efforts meet the requirement of reasonableness. I say this as it is doubtful that anything further that the Landlords would do would have satisfied the Tenant. There was clearly a dispute over many minor maintenance issues, heating and quality of life issues such as access to Netflix.
9. There were no submissions from the Tenant to show that their medical concerns had been brought to the attention of the Landlords before the Tenant moved into the rental unit. Over time the Tenant made demands on the Landlords to stop doing things, such as

having as using their own BBQ and choice of cleaning products alleging these things affected her health. However, there were no direct links to the issues raised with the

Tenants health concerns, beyond online information about the effects of these products generally.

10. The Tenant had the City Bylaw conduct an inspection, that led to a compliance order by the City. The Landlord's chose to cease providing the rental units in their home and served an N12 notice on the Tenant. The disputes in my view stem from this, where the Tenant kept making demands on the Landlords who were no longer interested in renting.
11. The City of Ottawa order to comply required the Landlord's to obtain building permits and occupancy permits for the 2 basement apartments that had been created without the appropriate permits and inspections.
12. The Landlords submitted that they completed many repairs required by the City, however given the expense of bring the rental units up to building code they opted to stop offering rentals.
13. The Tenant alleged that the Landlords were using irritating cleaning products. I reviewed the images and these are all standard products you would find in any grocery store. This is a dispute in my view that is about lifestyle choices. The Tenant preferred one thing and the Landlords had another.
14. 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.
15. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair the rental unit and did not fail to comply with maintenance standards. The Landlord's made the safety repairs for the handrailing; however, the Tenant demanded certain other repairs to bring the rental unit up to standard, something the Landlords chose not to pursue. The Landlord's served an N12 notice to re-occupy the entire house for their own use. Given the choice between expensive work to bring the rental units up to code or not, the Landlord's chose to latter. I was satisfied that the Landlord otherwise made every reasonable effort to repair and maintain the rental unit in a timely manner.

T2 Application

9. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
10. The Tenant alleged that the Landlord entered the rental unit illegally on August 3, 2020.
11. The Tenant alleged that the Landlord substantially interfered with their reasonable enjoyment of the rental unit by the use of scented cleaning products and other cleaning products with harmful effects, and for having a campfire during a fire ban.
12. The Tenant alleged that the Landlord harassed them by relentless ceiling stomping, thuds and noises; chemical smells in common areas, tampering with wifi; intercepting couriers; slashing food containers and clothes.
13. The Tenant also alleged that the Landlord did not provide adequate heat in the rental unit.
14. I have reviewed the Tenants submissions contained in the judicial record, including those that arose from prior hearings and those provided in written submissions.
15. I was not satisfied on a balance of probabilities that the allegations were proven by the Tenant. There were many photos and copies of the Tenants logbook, and details of all complaints made to the Landlords. However, I attribute most if not all of these to lifestyle choices.
16. The Tenant made demands that in my view were unreasonable. For example, to replace an oil space heater with an oscillating heating tower so that there could be more heat faster. There was nothing to show the temperatures fell below municipal standards.
17. I note also that the Landlord did not pursue their applications and withdrew them after the Tenant vacated. These included allegations that the Tenant interfered with the reasonable enjoyment of other Tenants that had been complaining to the Landlord.
18. I also note that the Landlord offered to provide a positive recommendation to support the Tenant in finding a new rental.
19. The Landlords advised the Tenant that they did switch to non-scented laundry detergent and that the other Tenants had also done so.
20. The Landlord's advised that when using the BBQ it would be in the carport and not the backyard.
21. I am satisfied that the Landlord's took active measures to resolve any disputes with the Tenant whenever they arose. At the same time, in my view it is doubtful that anything

would have been satisfactory for the Tenant who constantly complained or found new reasons to complain.

**It is ordered that:**

1. The Tenants applications are dismissed.

**February 29, 2024**

**Date Issued**

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**Robert Patchett**

Vice Chair, 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.