



**Order under Section 30
Residential Tenancies Act, 2006**

Citation: Brosseau-Jaber v 12127105 CANADA INC., 2022 ONLTB 12706

Date: 2022-11-18

File Number: LTB-T-059409-22

In the matter of: 1, 667 WINDSOR AVE
WINDSOR ON N9A1J6

Between: Julia Anne Brosseau-Jaber Tenant

And

12127105 CANADA INC., Landlords
Nisanthan Thurairasa

Julia Anne Broddeau-Jaber (the Tenant) applied for an order determining 12127105 CANADA INC. and Nisanthan Thurairasa (the 'Landlords') withheld or deliberately interfered with the reasonable supply of a vital service, care service, or food that the Landlords are obligated to supply under the tenancy agreement and that the Landlords altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys and that the Landlords substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household and the Landlords withheld or deliberately interfered with the reasonable supply of a vital service, care service, or food that the Landlords are obligated to supply under the tenancy agreement.

This application was heard by videoconference on November 17, 2022.

The Tenant Julia Anne Brosseau-Jaber and the Tenant's Legal Representative Justin Levesque and the Landlords Nisanathan Thurairsa attended the hearing.

Determinations:

Preliminary Issue

1. The Tenant's Legal Representative, Mr. Levesque, filed the application on the Tenant's behalf on October 14, 2022 and also filed dates he was unavailable. On October 21, 2022 the Board issued a Notice of Hearing for November 17, 2022, a date Mr. Levesque had advised the Board he was unavailable. A request to reschedule was filed that same date on October 21, 2022 It was not a request with consent of the Landlord.
2. At the beginning of the hearing block, a representative from Mr. Levesque's office, Fancy Munoz asked that the matter be held down while Mr. Levesque dealt with the matter he had originally been scheduled for. When I called the file it was the last one on the docket and Mr. Levesque had appeared. I mentioned to him that I had seen his request to adjourn

and he advised me that he was withdrawing the request. Both parties indicated they were in a position to proceed.

3. The parties requested a private discussion in a breakout room and this was accommodated. After these discussions, the Tenant sought an adjournment to amend their application and seek additional remedies. The Notice of Hearing for this file was sent out by the Board on October 21, 2022 and no request to amend the application had been filed with the Board prior to the hearing. No advance notice was given to the Landlords and I asked the Tenant's Legal Representative why a request to amend had not been filed with the Board and served on the Landlords prior to the hearing. The Tenant's Legal Representative responded that he thought the matter would be adjourned, in reference to the request he had filed with the Board. As noted earlier, the request to adjourn although filed in advance was not on consent. I found no valid reason for the Tenant not to prepare in the absence of a rescheduled hearing date. There were 26 days from the date the Notice of Hearing was issued to the hearing date, leaving plenty of time for the Tenant to request an amendment to their application.
4. I explained to the Landlords what the Tenant was requesting and he did not consent to the matter being adjourned. I found it would be unfair to prejudice the Landlords by requiring further attendances before the Board because the Tenant did not seek an amendment to the application prior to the hearing. They advised me they were ready to proceed and initially withdrew their request to adjourn due to the scheduling error. I considered all the circumstances and denied Mr. Levesque's request for an adjournment.

T2 Application

5. This T2 application concerns a lack of heat and hydro in the rental unit as well as the removal of a sufficient locking system.
6. At the hearing the Landlords did not dispute the claims made by the Tenant in their application regarding the lack of heat and hydro or a sufficient locking system being in place at the rental unit. In fact, he acknowledged the lack of heat, hydro and a sufficient locking system at the rental unit.
7. I am satisfied on a balance of probabilities the issues with the rental unit have substantially interfered with the Tenant's reasonable enjoyment of the unit and lead to circumstances where outside occupants have harassed the Tenant.
8. At the hearing, the Landlords were prepared to restore heat and hydro to the rental unit as soon as possible. He was also prepared to have a sufficient locking system installed at the rental unit immediately.
9. The Tenant sought a rent abatement of \$600.00 on their application, which is equivalent to a 100% rent abatement as the monthly rent is also \$600.00. The Landlords agreed this amount was appropriate in the circumstances and it will be ordered.
10. The Tenant sought an ongoing abatement of \$19.73 for each day heat, hydro and a sufficient locking system are not restored to the rental unit from the day of the hearing. This amount reflects the monthly rent of \$600.00, multiplied by 12 and then divided by 365 in order to arrive at the daily amount. The Landlords did not disagree with the amount of the daily abatement but sought two days before the daily abatement started to accumulate.

Given the Landlords have known about this application for over one month's time I find it is appropriate an ongoing abatement begin on the date of the hearing and it will be ordered.

It is ordered that

1. The Landlords shall restore heat and hydro to the rental unit as soon as possible.
2. The Landlords shall install a sufficient locking system at the rental unit that prevents anyone without a key from entering the rental unit or the common areas. If there are vacant rental units at the residential complex, the Landlords shall also install a sufficient locking system on those units preventing unauthorized occupants or non tenants from entering into them.
3. The Landlords shall immediately provide to the Tenant any keys to the newly installed locking system that give her access to the rental unit or common areas of the residential complex.
4. The Landlords shall pay to the Tenant a rent abatement in the amount of \$600.00 and the Tenant is authorized to deduct this amount from the monthly rent that would have been due on December 1, 2022.
5. The Landlords shall pay to the Tenant \$19.73 in an ongoing rent abatement commencing November 17, 2022 and lasting until the heat, hydro and a sufficient locking system describes in paragraph 2 is installed and the required keys are provided to the Tenant.

November 18, 2022
Date Issued

John Cashmore
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.