



Order under Sections 31 and 135 Residential Tenancies Act, 2006

Citation: Adams v Bahngu, 2026 ONLTB 17158

Date: 2026-04-09

File Number: LTB-T-094696-23

In the matter of: 1207, 70 QUEENS WHARF RD
TORONTO ON M5V0J2

Between: Hailey Adams Tenant

And

Shiv Bahngu Landlord

Hailey Adams and Hailey Adams (the 'Tenant') applied for an order determining that Shiv Bahngu (the 'Landlord'):

- collected or retained money illegally.
- 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.

This application was heard by videoconference on September 11, 2025, November 27, 2025, December 12, 2025 and March 24, 2026.

The Tenant and the Landlord's Agent, Harshat Bahngu, attended the hearings. Jonathon D. Pouta appeared as a witness for the Tenant.

Determinations:

T1 Application

1. The tenancy commenced on December 1, 2021 for a twelve-month fixed term. The Tenant paid a monthly base rent of \$1,950.00 and \$50.00 a month for internet service.
2. In November 2022, the Landlord's Agent advised the Tenant that their base rent will increase by \$300.00 a month starting December 1, 2022. The Landlord did not give the Tenant a Notice of Rent Increase ('NORI') and instead required the Tenant to enter into a new lease agreement for another fixed length of time ending on November 30, 2023.

3. When the Tenant questioned the amount of the rent increase, the Landlord explained that the rental unit was exempt from the rules regarding rent.
4. The Tenant paid the Landlord \$2,300.00 in base rent from December 1, 2022 to March 31, 2024. On April 1, 2024, the Landlord increased the base rent to \$2,357.50 a month without a NORI and instead required the Tenant to sign a new lease.

Analysis:

5. A tenancy continues month-to-month under the same terms following the expiry of a fixed-term unless the tenancy is terminated in accordance with the *Residential Tenancies Act, 2006* (the 'Act'). What this means is that the Tenant was not required to enter into a new tenancy agreement at the conclusion of the fixed term on November 30, 2022.
6. Section 116 of the Act reads as follows:

Notice of rent increase required

116 (1) A landlord shall not increase the rent charged to a tenant for a rental unit without first giving the tenant at least 90 days written notice of the landlord's intention to do so. 2006, c. 17, s. 116 (1).

Same

(2) Subsection (1) applies even if the rent charged is increased in accordance with an order under section 126. 2006, c. 17, s. 116 (2).

Contents of notice

(3) The notice shall be in a form approved by the Board and shall set out the landlord's intention to increase the rent and the amount of the new rent. 2006, c. 17, s. 116 (3).

Increase void without notice

(4) An increase in rent is void if the landlord has not given the notice required by this section, and the landlord must give a new notice before the landlord can take the increase. 2006, c. 17, s. 116 (4).

7. The Landlord did not give the Tenant written notice in accordance with section 116 of the Act. As such, the increase in rent is void pursuant to subsection 116(4). What this means is that the rent increase on December 1, 2022 is void and the lawful monthly rent is \$2,000.00 (\$1,950.00 base rent and \$50.00 internet). Any amount of rent the Landlord collected and retained above \$2,000.00 is illegal and must be returned to the Tenant.

8. The Tenant paid the Landlord \$2,300.00 a month from December 1, 2022 to March 31, 2024, or 16 months. This represents \$300.00 more a month than the Landlord was legally entitled to collect. The Landlord shall therefore be ordered to pay the Tenant **\$4,800.00** (\$300.00/month x 16 months).
9. The increase on April 1, 2024 is also void as it was based on the illegal rent increase from December 1, 2022. The Tenant paid the Landlord \$2,375.57, which was \$375.57 more a month than the Landlord was legally entitled to collect. The Tenant paid the illegal increase from April 1, 2024 to April 1, 2026, or 25 months. Accordingly, the Landlord shall be ordered to pay the Tenant **\$9,389.25** (\$375.57 x 25).
10. With each monthly rental increase, the Landlord demanded payment from the Tenant to top the last month rent deposit. The last month rent deposit was \$2,000.00 before the illegal monthly rent was increased to \$2,375.57. The Landlord will be required to return to the Tenant **\$375.57** of excess last month's rent deposit collected.
11. The total amount the Landlord owes the Tenant under the T1 application is **\$14,564.82**

T2 Application

12. The Tenant alleges that the Landlord's Agent substantially interfered with their reasonable enjoyment of the rental unit and harassed, threatened and interfered with them.
13. It was the Tenant's evidence that the Landlord's Agent was very aggressive with respect to the illegal rent increase and threatened to throw them out of the unit immediately if they did not comply with the increase.
14. The Landlord's Agent denied the Tenant's allegations.
15. Jonathon D. Pouta ('JDP') appeared as a witness for the Tenant and testified that they were present during many telephone conversations between the Tenant and the Landlord's Agent. JDP stated that he overheard the Landlord's Agent speak to the Tenant in a disrespect and threatening manner. JDP described the Landlord's Agent as being a bully and yelling at the Tenant. JDP described one phone call in late November 2022 when the Landlord's Agent called to discuss a rent increase. JDP recalled having to intervene to remind the Landlord's Agent to speak to the Tenant in a respectful manner. JDP indicated that the Landlord's Agent then cursed at him and demanded that the Tenant move out immediately.
16. I prefer the Tenant's evidence about the conversations with the Landlord's Agent because it was corroborated by the oral testimony of their witness who described how the Landlord's Agent used aggressive language and threats of eviction. The Tenant's witness testified that the Tenant was emotionally distraught following the interactions.
17. While there is no definition of "harassment" in the Act, it is generally held that "harassment" is a course of conduct that a reasonable person knows or ought to know would be unwelcome. I find that a reasonable person would have known or ought to have known that yelling and threatening to kick someone out of their home would be unwelcome.

18. Landlords are entitled to enforce their rights by giving tenants proper notices when warranted and by filing applications at the Board. Landlords are not entitled to act in an abusive and aggressive manner towards their tenants. The Landlord Agent's threats to the Tenant with respect to the rent increase were not only contrary to the Act, but do not fall within the realm of proper communications in a tenancy. Accordingly, I am satisfied the Landlord breached section 23 of the Act by harassing and threatening the Tenant.
19. The Tenant is claiming general damages for pain and suffering in the amount of \$1,000.00, or what is commonly referred to as "non-pecuniary damages" because they are not damages directly related to a financial loss, but for pain and suffering. The object of non-pecuniary damages is to compensate a party's pain, suffering, and loss of enjoyment of life. In *Taft v. Whitesands Apartments*, [2009] O.J. No. 3198, the Court confirmed the Board's authority to award general damages for mental distress under subsection 31(1)(f) of the Act.
20. I accept the Tenant's testimony as to the profound stress they suffered because of the threats and harassment by the Landlord's Agent. The Tenant explained that the harassment and threats were particularly difficult because they are an immigrant and transgender individual and feared losing their housing.
21. In considering the Tenant's claim damages for pain and suffering, I must look at how the breaches have impacted the Tenant. I accept the Tenant's testimony about the impact of the conduct of the Landlord's Agent as credible and find that the Tenant experienced emotional anguish and stress. Given the evidence before me, I believe an award in the amount of **\$1,000.00** adequately compensates the Tenant for the mental distress they have endured.
22. The Tenant did not provide any specific details with respect to allegations the Landlord interfered with their internet service. The Tenant confirmed that all maintenance issues have resolved. Accordingly, this portion of the Tenant's application is dismissed.
23. The Tenant incurred costs of **\$48.00** for the application filing fee and is entitled to reimbursement of these costs.
24. The total amount the Landlord shall be ordered to pay the Tenant is **\$15,612.82**.

It is ordered that:

1. The lawful monthly rent is \$2,000.00, which represents \$1,950.00 in base rent and \$50.00 in internet.
2. The Landlord shall pay the Tenant \$15,612.82, which represents:
 - \$14,189.25 for the rent collected and retained illegally from December 1, 2022 to April 1, 2026.
 - \$375.57 for the rent deposit collected and retained illegally.

- \$1,000 for pain and suffering general compensation.
 - \$48.00 application filing fee.
3. The Landlord shall pay the Tenant the full amount owing by April 20, 2026.
 4. If the Landlord does not pay the Tenant the full amount owing by April 20, 2026, the Tenant may recover this amount by deducting \$1,950.00 from the rent each month beginning May 1, 2026 and continuing each month until the full amount owing has been paid.
 5. The Tenant has the right, at any time, to collect the full amount owing on any balance outstanding under this order.

April 9, 2026
Date Issued

Douglas Malanka
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.