



Order under Section 31 Residential Tenancies Act, 2006

Citation: Vander Zaag v Peel, 2026 ONLTB 1281

Date: 2026-01-08

File Number: LTB-T-065437-22

In the matter of: 2, 531 Delaware Avenue North
Toronto ON M6H2V3

Between: Olivier Vander Zaag Tenant

And

Kevin Theriault Landlord

Olivier Vander Zaag (the 'Tenant') applied for an order determining that Kevin Theriault (the 'Landlord'):

- entered the rental unit illegally;
- 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 heard by videoconference on April 24, 2024 and October 2, 2025.

The Landlord, the Landlord's witness, Adam Peel ('AP') and the Tenant attended the hearing.

Determinations:

Background / Preliminary Issues

1. AP is the former Landlord of the residential complex. AP sold the residential complex to the Landlord shortly after the Tenant filed their application with the Board. This presented a jurisdictional issue as the Landlord was not named as a party to the application, only AP was. This issue was addressed at the hearing on April 24, 2024 and by way of an interim order that was issued on May 2, 2025.
2. The Tenant filed a request to amend the application in accordance with the interim order and so it was granted. In the amended application, the Tenant named the Landlord, who is the current owner of the rental property, and named AP as the Landlord's agent.

3. However, it was raised at the hearing that AP was not acting on behalf of the Landlord at the time of the incidents alleged in the Tenant's application occurred as the Landlord was not yet the owner and did not give AP instructions to engage in any of the alleged conduct. In light of this, the Tenant sought to proceed with the application with the Landlord as being the only opposing party listed in the application. Accordingly, the application was amended to remove AP as a party. However, AP remained at the hearing and participated as a witness for the Landlord.

The Application

4. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall compensate the Tenant in accordance with the order below.

Issue #1 - Illegal entry

5. It was the Tenant's evidence that, on November 2, 2022, AP came to the rental unit during the early evening hours. In this regard, he stated that he was returning home with groceries around 5:45 p.m. and found AP waiting for him in the common area stairwell of the residential complex.
6. On an application to the Board, the person who alleges a particular event occurred has the burden of proof to establish that it is more likely than not that their version of events is true. There was no evidence provided to suggest that AP attempted to enter or actually entered the rental unit. As such, there was insufficient evidence to conclude that AP entered the rental unit illegally and so this allegation is dismissed.

Issue #2 & 3- Substantial interference, Harassment, etc.

7. It was the Tenants evidence that the issues between him and his former landlord, AP, started at the commencement of the tenancy due to an issue with the payment of the first month's rent. A summary of the Tenant's evidence is as follows:
 - The Tenant sent AP an e-transfer to the Landlord on November 1, 2022 for the November 2022 rent. However, in the evening of November 1, 2022, the Tenant received a message from AP stating that the rent payment was not received. The Tenant assumed that it was an issue with the e-transfer and stated this in his response to AP.
 - On November 2, 2022, AP called the Tenant 28 times within a 10-hour time frame. A copy of the Tenant's phone log was tendered as evidence, which listed the calls received from AP.
 - AP also sent threatening text messages to the Tenant on November 2, 2022, by way of example, the Tenant tendered a text message from AP that stated that if AP did not get the money within the next 2 hours that he would change the locks.
 - AP attended the residential complex around 5:45 p.m. and was waiting for the Tenant to arrive home. AP tried to confront the Tenant and started berating him and

swearing at him. At the time the Tenant was trying to bring in his groceries and go to his rental unit but AP kept asking the Tenant why he did not call him back. The Tenant found AP to be physically threatening in his demeanour and he felt fearful for his safety.

- The Tenant's e-transfer payment for the November 2022 rent was ultimately confirmed as deposited at 5:58 p.m. on November 2, 2022.

8. AP testified as a witness for the Landlord. A summary of AP's evidence regarding what occurred on November 1 and 2, 2022 is as follows:

- AP was only the Tenant's landlord for a period of one month as the Tenant moved in on November 1, 2022 and the property was sold to the Landlord on December 1, 2022.
- Prior to moving in, the Tenant paid the last month's rent and it was agreed that the Tenant would pay the first month's rent on the date that he moved in.
- AP did not receive the first month's rent payment from the Tenant on November 1, 2022 as agreed and so he contacted the Tenant regarding the missing payment that same day. AP did receive one text message from the Tenant saying that he had a problem with his bank and would have it sorted by the next morning.
- The Tenant was ignoring AP and never answered a single message or phone call after that.
- AP did call the Tenant approximately 20 times. However, the Tenant could have avoided this if he had returned AP's phone calls and text messages.
- As the Tenant was ignoring him, AP decided to go to the residential complex to try to talk to the Tenant. Once there, he knocked on the Tenant's door. When no one answered, AP started walking out and found the Tenant was coming in. At this time, he tried to confront the Tenant regarding the missing payment. However, AP did not accost the Tenant, and the Tenant walked away. Shortly thereafter, the first month's rent was paid.
- AP believed that his right to enjoyment had been interfered with as he had a mortgage to pay and he was concerned that he was getting ripped off by the Tenant. In addition, he had the property up for sale, which added stress to his situation.

Analysis

9. Based on the evidence and submissions provided, I find that AP substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant and obstructed, coerced, threatened and/or interfered with the Tenant.

10. I accept that it would be natural for AP to be alarmed when he did not receive the first month's rent payment on the date agreed to by the Tenant. However, AP was advised by the Tenant that there may have been an issue with the e-transfer and that it would likely be

sorted the next day. As opposed to giving the Tenant the benefit of the doubt and a day or two to try and resolve the issues with the bank, AP essentially hounded the Tenant through phone calls, text messages and showing up at the residential complex. This is not a proportionate response to rent being past due by one day and it is not conduct that is permitted under the *Residential Tenancies Act*, 2006 (the 'Act'). Sections 22 and 23 of the Act specifically state that a landlord is not to interfere with a tenant's reasonable enjoyment of the rental unit or residential complex and they are not to harass obstruct, coerce, threaten or interfere with their tenants.

11. The Tenant testified to the impact that AP's conduct had on his reasonable enjoyment of the rental unit and/or the residential complex such as feeling physically threatened, unsafe and harassed all in the first couple days of his tenancy. I accept that AP's conduct substantially interfered with the Tenant's reasonable enjoyment.
12. Harassment is generally a course of conduct the reasonable landlord knows or ought to know would be most unwelcome to the reasonable tenant. Given the frequency of AP's calls, the tone of his text messages and the fact that he attended at the property and tried to confront the Tenant, and did all this within 24 hours, I find that AP's actions were deliberate attempts to pressure the Tenant, make him feel uncomfortable and amounted to harassing conduct.
13. As explained in the interim order, the interpretation of "landlord" under the Act does not include a former landlord. Similarly, there is no reference with respect to applying for an order against a former landlord under section 29 of the Act, which the Tenant's application is filed pursuant to. This means that, if an order is to be made in this case, it would be against the Landlord and not AP. This is made possible by section 18 of the Act, which states that covenants concerning things related to a rental unit or the residential complex in which it is located run with the land, whether or not the things are in existence at the time the covenants are made. Put another way, when the Landlord acquired the rental property from AP, they also acquired any related liabilities or issues related to the rental unit and, therefore, the Board can make an order against the Landlord for breaches of the Act that were committed by AP.

Remedies

14. In the application, the Tenant requested a rent abatement in the amount of \$5,600.00 and that the Landlord be required to pay a fine to the LTB.
15. The Tenant essentially sought to be reimbursed for all rent paid to AP as of the date of the application, on the basis that AP engaged in the conduct alleged in his application.
16. While the Tenant is entitled to remedies as he was successful in proving, on a balance of probabilities, issues 2 and 3 referenced above, I am not satisfied that \$5,600.00 is an appropriate amount having regard to the circumstances in this case, my experience with similar cases before the Board and other relevant jurisprudence. Furthermore, and in any event, it would not be appropriate for the Board to return all the rent paid to the date the application was filed as approximately half of this amount is the last month's rent deposit,

which is intended to cover the rent for the last rental period in the tenancy and not for any other purpose.

17. Having said that, I find an abatement of \$1,000.00 to be appropriate in the circumstances, which takes into consideration the intensity and duration of the conduct and the impacts it had on the Tenant, such as feeling harassed, unsafe and uncomfortable. The Landlord shall be required to pay this amount to the Tenant in accordance with the order below.
18. With respect to the Tenant's request for an order requiring the Landlord to pay a fine to the LTB, an administrative fine is a remedy to be used by the Board to encourage compliance with the Act, and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance.
19. I am satisfied that the rent abatement ordered will serve as an adequate deterrence and promote compliance with the Act and so a fine is not necessary and shall not be ordered.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,048.00. This amount represents:
 - \$1,000.00 for substantial interference with reasonable enjoyment and harassment; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 19, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 19, 2026, the Landlord will owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by January 20, 2026, the Tenant may recover this amount by deducting \$524.00 from the monthly rent for a 2-month period, commencing February 1, 2026 to March 1, 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 8, 2026
Date Issued

Rachel Gibbons
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.