



Order under Section 31 Residential Tenancies Act, 2006

Citation: Kaur v Syed, 2026 ONLTB 2084

Date: 2026-01-09

File Number: LTB-T-073130-23

In the matter of: 30 SEDONA CRT
HAMILTON ON L9B2R1

Between: Harpreet Kaur
Gurpreet Kaur Tenants

And

Safia Syed Landlord

Harpreet Kaur and Kaur Gurpreet (the 'Tenants') applied for an order determining that Safia Syed (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on August 18, 2025.

The Landlord, the Landlord's legal representative, Brad Chudyk, the Tenants and the Tenants' legal representative, Vijayant Sood, attended the hearing.

Determinations:

1. In their application the Tenants allege the following:
 - That between April 1, 2023, and May 13, 2023, the Landlord illegally entered the rental unit at least 35 times.
 - That the Landlord substantially interfered with the Tenants' reasonable enjoyment by: i) peering through the Tenant's window, ii) insulting comments made about Harpreet Kaur's (H.K.) father, iii i) denying access to laundry.
 - That the Landlord harassed and/or threatened the Tenants by making derogatory comments about the Tenant's character and threatening the Tenant with a tool.

2. As explained below, the Tenants proved some of allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants \$2,627.52.

Illegal entries

3. The rental unit is located in the basement of the Landlord's home. The basement unit has a separate entrance for use by the Tenant. The Tenant must descend a set of stairs once through the entry door. At the top of that staircase is an additional door that leads to the Landlord's home. This door is locked from the Landlords side only.
4. The Tenant moved into the rental unit on April 1, 2023, and moved out on June 27, 2023.
5. Both Tenants testified that the Landlord opened the door at the top of their stairs and stood on the stairs to shout at the Tenants at least 30 to 35 times during their tenancy. Neither Tenant could recall any specific dates for these entries.
6. The Landlord testified that she never entered the Tenant's unit without permission and that she told the Tenants they could install a latch on their side of the door if they were concerned about privacy; however, the Tenants never did so.
7. On any application before the Board the applicant bears the burden of proof on a balance of probabilities. In this case I am not satisfied that the Tenant's have met their burden of proof that the Landlord illegally entered the rental unit. I say this because despite their testimony that the Landlord illegally entered the unit at least 30 to 35 times during their 3-month tenancy, neither of the Tenants could specify even one date for these alleged entries. If this was an activity that happened so regularly in such a short amount of time, I would expect the Tenants to have some recollection of specific dates. Additionally, though the Tenants submitted multiple videos of various interactions with the Landlord, none of their videos captured any of these alleged entries. The Tenant testified this was because the camera they installed to capture the Landlord's illegal entries into their rental unit was mysteriously broken. I find this curious given that the Tenants appeared to regularly have phones with which they captured spontaneous interactions. The Tenants could have easily started recording when the Landlord entered their unit despite their stationary security camera being broken.
8. Therefore, I find that the Tenants have not proven, on the balance of probabilities, that the Landlord entered the rental unit illegally.

Substantial interference

Peering in window

9. The Tenants allege that multiple times during their tenancy the Landlord would peer into their kitchen window. The Tenant Gurpreet Kaur (G.K.) testified that the exhaust fan above their stove was insufficient to displace fumes from their cooking and that they often opened their kitchen window to help with ventilation. The Tenant stated that the Landlord became very upset when they opened this window and would often peer into their unit from the outside of the home and yell at the Tenants to shut the window. The Tenant could not

recall specific dates for these incidents but stated it happened “so many times I cannot count”.

10. The Tenant submitted a video of one such alleged incident. In the video the Landlord is seen walking past the window. The Tenant testified that the area where the Landlord is walking provided access to the back yard. The Tenant can be heard yelling “where are you going, stay here”. It was only after this statement made by the Tenant that the Landlord bends down to speak with the Tenant through the window and an argument ensues between the parties about the open window.
11. I do not find the video submitted by the Tenants proves, on the balance of probabilities, that the Landlord was peering into their unit. In fact, the Landlord appeared to be simply walking by outside the window. It was the Tenant who called the Landlord back and instigated a confrontation.
12. With respect to other times that the Landlord allegedly peered through the window, the Tenant has provided insufficient testimony and evidence to satisfy their burden of proof. I would expect that an incident that happened as frequently as the Tenants claim would lead to some recollection of dates or further documentary evidence.

Insulting comments about Tenant's father

13. The Tenant testified that H.K.'s father came to visit them from India and was expected to stay with them for a few months. The Tenant stated the Landlord was very upset about this arrangement and demanded that the Tenants pay an additional \$900.00 per month to have an additional person stay in the rental unit. The Tenant said she offered to pay the Landlord some additional money to cover any increase in utilities but that she refused to pay a higher rent just because there was a guest staying with them. The Tenant further testified that in an argument with the Landlord about H.K.'s father staying with them, the Landlord called H.K.'s father a beggar, and a homeless person and that further the Landlord told them she would give the Tenant's a hard time every day that the father was living there.
14. The Tenant submitted a video which they testified was recorded on May 6, 2023. In the video both parties are shouting over one another; however, it can be discerned that the Landlord is upset about H.K.'s father being in the unit and is demanding more rent. The Landlord then switches from speaking in English to Punjabi. The Tenant testified that it was when the Landlord switched to Punjabi that the Landlord made the derogatory comments about H.K.'s father.
15. The Landlord was not asked any questions in either direct examination or cross examination about this incident; therefore, I can only consider the Tenants uncontested testimony as stated above.
16. Based on the testimony and evidence presented by the Tenants I am satisfied, on the balance of probabilities, that the Landlord's conduct relating to the arrival of H.K.'s father substantially interfered with the Tenants' reasonable enjoyment of the rental unit.

Denied access to laundry

17. It was undisputed that the lease agreement between the parties sets out that the Tenants have use of the laundry machines.
18. The Tenant, G.K, testified that on or about May 13, 2023, the Landlord blamed the Tenants for breaking the washer and dryer and said they could no longer use the machines. The Tenant further testified that despite saying the machines were broken and posting a sign on the machines that they were not working, the Landlord continued to utilize the machines to do her own laundry. The Tenants submitted a video of the laundry machine which is running. A handwritten letter is posted to the door of the machine which states:

Machine is currently not working. There is risk of electrical shock. Will be fixed soon.
Please use laundromat. If non compliant will be confronted!

19. The Tenants testified that for the remainder of their tenancy they were not able to use the laundry machines and had to hand wash their clothes and hang them to dry on a line in their unit.
20. The Landlord testified that the machines were broken because the Tenants put their heavy factory boots inside and because the Tenants washed other items that were too heavy for the machines. The Landlord claimed that the dryer was running in the Tenants' video because her daughter used the machine not knowing there was no air coming into the dryer. The Landlord further claimed her daughter never used the machine again when she discovered it was not drying her items.
21. I find the Landlord's explanation for why the dryer was in use despite the note posted on the machine lacks credibility. I find it unlikely that the Landlord's daughter would use the machine and risk electrical shock as stated in the note. I find it more likely, given the conflict between the parties, that the Landlord used the illegitimate excuse that the machines were broken to keep the Tenants out of the common laundry area.
22. Even if I am wrong on my analysis above and the machines were actually broken, the Landlord had a duty pursuant to section 20 of the Residential Tenancies Act, 2006 (the 'Act') to repair the appliances. Though this is not a maintenance application, because the Landlord's response to the repair issue (or lack thereof) affected the Tenants reasonable enjoyment of the rental unit I can consider this issue as part of the T2 application in this context.
23. Therefore, I find that by hampering the Tenant's access to the laundry machines 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.
- Harassment etc.
24. The Tenants allege that the Landlord harassed and threatened them by using foul and insulting language towards them and threatening them with a wrench.
25. The Tenants submitted videos of heated exchanges with the Landlord on the day they moved out of the rental unit. Much of the video is the parties speaking in Punjabi with some English. The Tenants testified that the Landlord called the Tenants beggars, mocked them

stating that they could never afford a nice place to live, and made a comment while holding a wrench that she was going to “thrust this up your ass”.

26. The Landlord does not deny the allegations made by the Tenant in relation to this incident however, the Landlord testified that the Tenants’ submitted videos are one-sided and lack context. The Landlord stated that prior to when the Tenants started taking video they were also engaging in insults and rude comments and that one of the Tenants spit on her. The Landlord further testified that the Tenants told her they were going to defame her and make sure no one rented from her again. The Landlord maintains that she was provoked by the Tenants so her angry response could be captured by their video.
27. The Act sets out rights and responsibilities for both landlords and tenants. Section 23 of the Act informs landlords that they are not to harass, obstruct, coerce, threaten or interfere with a tenant. Section 36 provides the same direction to tenants and states a tenant shall not harass, obstruct, coerce, threaten or interfere with a landlord.
28. When weighing the totality of the testimony and evidence of both parties, I find a clear pattern emerged of two sets of individuals that did not like each other very much behaving in an uncivil manner towards each other. I find that the Tenants were willing participants in the confrontations and should bear some responsibility for the continued escalation of unpleasantities between the parties.
29. Nevertheless, I have no doubt that the words uttered in anger by the Landlord on the day the Tenants vacated were upsetting to them. I also find that the Landlord’s statements would be considered harassment such that it was conduct that a reasonable person knows or ought to know would be most unwelcome. However, the Tenants had already vacated the unit at that point and so I find very little ongoing impact caused by the Landlord’s conduct on this date. My findings with respect to remedies available to the Tenants will speak to this issue.

Remedies

30. The Tenants seek the following remedies:

- 100% rent abatement
- Rent differential
- Moving and storage expenses
- Out of pocket expenses for lost wages
- General compensation
- Administrative fine

31. The Tenants have proved on the balance of probabilities that the Landlord substantially interfered with their reasonable enjoyment by denying the Tenants’ access to the laundry facilities and due to the Landlord’s conduct towards the Tenant’s father. The Tenants have further proven that the Landlord harassed and/or threatened the Tenants. Remedies will relate to these proven claims only.

Rent abatement

32. A rent abatement is a contractual remedy geared towards the premise that if a tenant is paying 100% of the rent for a bundle of goods and services but is not receiving the full benefit of those goods or services, that they should be abated the difference for what they are not receiving but paying for.
33. The Tenants were prevented from using the laundry facilities that they were entitled to in their lease agreement from approximately May 13, 2023, to when they ended the tenancy on June 27, 2023 (46 days). Considering the impact on the Tenants and also other like cases before the Board, I find a rent abatement of 10% for 46 days of the tenancy to be appropriate in the circumstances. The Tenants' rent was \$1,750.00 per month. Based on the monthly rent, the daily rent was \$57.53. Therefore, a rent abatement totalling \$264.63 for this issue will be ordered which is 10% of the daily rent for 46 days.
34. With respect to the Landlord's conduct towards H.K.'s father, I have considered the impact on the Tenants and I find an abatement of 15% to be appropriate in the circumstances. This abatement is calculated from the date the Tenant's father arrived (May 6, 2023) to the date the Tenant vacated for a total of 53 days. A rent abatement totalling \$457.36 for this issue will be ordered.
35. The Tenants shall be provided with one day rent abatement for the Landlord's harassment/threats on the date the Tenants vacated in the amount of \$57.53.
36. The total rent abatement the Landlord shall pay the Tenants is \$779.52.

Rent differential

37. Pursuant to section 31(2) of the Act, a tenant may claim the difference in rent for up to 12 months between the former rental unit and the rental unit that the tenant had to move to. A tenant must provide enough evidence to prove that they were induced by the conduct of the landlord to vacate the rental unit.
38. Based on the Landlord's denial of access to the laundry and the Landlord's behaviour and demands for higher rent when the Tenant's father came to stay with them, I am satisfied that the Tenants were induced to move out of the rental unit by the Landlord's actions. For that reason, they are entitled to the difference in rent for this rental unit and the subsequent rental unit the Tenants moved to.
39. The Tenants gave a thorough description of both rental units, and I am satisfied that both units are comparable in size and amenities. The Tenants paid \$2,350.00 per month for their new rental unit vs \$1,750.00 per month that they were paying when they occupied this unit, the difference being \$600.00 per month. The Tenants provided receipts to substantiate their claimed new rent amount.
40. However, the Tenants only occupied this rental unit for three months, so I find the Tenants' request for 12 months of rent differential to be unreasonable in the circumstances. The maximum allowable rent differential of 12 months is typically awarded when a tenant is induced to vacate a unit they have been living in for a period at least equalling the 12 months maximum allowable under the Act.

41. Therefore, I find it appropriate to award the Tenants 3 months of rent differential, equal to the number of months they resided in the rental unit for a total of \$1,800.00.

Moving/storage expenses & out of pocket expenses

42. The Tenants claim they spent \$1,500.00 to rent a moving truck and pay for movers. Additionally, the Tenants claim they lost 3 days of wages (\$1,000.00) because they had to take time off of work to pack and move.
43. The Tenants provided no supporting evidence to substantiate these claims. When claiming expenses such as this it could be reasonably expected that receipts, booking confirmations, pay stubs and the like would be required to prove the Tenants incurred these expenses. Without such evidence the Tenants have not met their burden of proof with respect to these costs.

General compensation

44. The Tenant would like the Board to consider an award of \$2,500.00 in general damages.
45. The Board's authority to award a monetary amount for general damages arises from subsection 31(1)(i) which states that "if the Board determines that a landlord has done one or more of the activities set out in paragraphs 2 to 6 of subsection 29(1), the Board may make any other order that it considers appropriate".
46. The "other appropriate orders" is also explained in the Board's Interpretation Guideline 6 entitled Tenant Rights. The Guideline states in part:

In *Taft v. Whitesands Apartments*, [2009] O.J. No. 3198, the Divisional Court found that the tribunal had the authority to award damages for mental distress due to the landlord harassing and intimidating the tenant in addition to a rent abatement. The Court noted however that in assessing the amount to be awarded, it must be kept in mind that there is an element of compensation for mental distress in the abatement of rent, and therefore, the sum awarded should not result in double compensation.

47. Remedies under the Act are generally intended to be compensatory in nature not punitive. Such awards are intended to compensate a tenant for a loss they have suffered as a result of the landlord's unlawful behaviour.
48. I have awarded the Tenants both rent abatement and rent differential and in doing so the Tenants have received compensation for their mental distress. Considering the direction in *Taft v. Whitesands Apartments*, the number of issues that the Tenants proved in their application and my finding that they were somewhat culpable in the continuing deterioration of the landlord and tenant relationship, I find an award of general compensation is not appropriate in these circumstances.

Administrative fine

49. The Board's Guideline 16 provides that the purpose of a fine is to encourage compliance with the Act and to deter landlords from engaging in similar activities in the future. It goes

on to say, “this remedy is most appropriate in cases where the landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance.”

50. I find that the remedies I have awarded to the Tenants is sufficient to deter the Landlord from engaging in similar activities in the future. Therefore, no administrative fine will be ordered.

51. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

52. This order contains all of the reasons for the decision within it and no further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$2,627.52. This amount represents:
 - \$779.52 for a rent abatement.
 - \$1,800.00 for increased rent the Tenants incurred from July 2023 to September 2023.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by January 20, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by January 20, 2026, the Landlord will owe interest. This will be simple interest calculated from January 21, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the

January 9, 2026

Date Issued

Melissa Anjema

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.