



Order under Section 31 Residential Tenancies Act, 2006

Citation: Wright v Bell, 2026 ONLTB 2266

Date: 2026-01-06

File Number: LTB-T-079963-24

In the matter of: Basement, 506 Meadows Blvd
Mississauga ON L4Z1G6

Between: Elliot Wright Tenant

And

Audrey Bell Landlord

Elliot Wright (the 'Tenant') applied for an order determining that Audrey Bell (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on September 24, 2025.

Only the Tenant attended the hearing.

As of 9:20 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

Preliminary Issues:

1. This application was filed on October 1, 2024. I advised the Tenant that pursuant to section 29(2) of the Act, the allegations of conduct over one year prior to the date of the application cannot be considered (before October 1, 2023). I also advised the Tenant that I do not have the jurisdiction to grant Remedy 11 as requested to void the N12 Notice as this has been determined at a hearing.
2. At the hearing, the Tenant requested an adjournment to amend his application to include further allegations including substantial interference with reasonable enjoyment of the rental unit or residential complex and update the remedies sought to add a rent abatement. The Tenant did not comply with the requirements of Rule 15 of the Board's Rules of

Procedure for amending applications. The Tenant did not request the prior consent of the Landlord to reschedule the hearing.

3. I denied the Tenant's adjournment request for the following reasons. Section 183 of the *Residential Tenancies Act, 2006* (the "Act") directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter." Parties are expected to be prepared to proceed on the date of the hearing.
4. The Board's *Interpretation Guideline 1: Adjourning and Rescheduling Hearings* provides factors that a Member may consider in determining whether an adjournment is appropriate. These include the reason for the adjournment, the issues in the application, any prejudice that may result from denying or granting the request, and the LTB's obligation under s. 183 of the Act.
5. The Tenant did not explain why they did not make the request to amend during the one-year period since the application was filed. There is no prejudice to the Tenant in denying the adjournment request. Some of the allegations that the Tenant wishes to raise occurred after the application was filed are still within the limitations period. The Tenant can file an application if he wishes to do so.
6. It is not expeditious to permit adjournments to perfect an application almost a year after it was filed. Section 21 of the *Statutory Powers Procedure Act* states that an adjournment will only be granted by the Board if it is required to permit an adequate hearing to be held and there is no evidence that an adequate hearing is not possible based on the existing application.

T2 application:

7. The Tenant vacated the rental unit on March 1, 2025 as a result of order LTB-L-101015-24 based on an N12 Notice for Landlord's own use. The Tenant has another T2 application pending before the Board (LTB-T-078755-24) which is scheduled to be heard in March 2026.
8. The Tenant's application contains allegations that are the subject of LTB-T-078755-24 about the kitchen lights, and these will not be considered. The Tenant's application also contains allegations that the Landlord served an N12 Notice in bad faith. This issue was determined by order LTB-L-101015-24 and will not be considered.
9. The allegations on the application which can be considered are that the Landlord attempted to illegally raise the rent on August 10, 2024, and that the Landlord repeatedly falsely accused the Tenant of smoking on August 28, September 11, and September 19, 2024. The remedy sought is an administrative fine.
10. The Tenant appears to have raised these issues at the hearing on February 10, 2025 for application LTB-L-101015-24 to suggest that the N12 was served in retaliation for the Tenant refusing to sign a new lease and that the Landlord was retaliating by inventing the claims of smoking. The Member found that the N12 Notice was not served in retaliation.

The merits of the current harassment claim were not before him for determination and have not been heard.

11. In any application before the Board, the burden of proof lies on the applicant (in this case the Tenant) to prove their claims, on a balance of probabilities. Even in a case such as this where the Landlord does not attend the hearing, the Tenant must still meet the burden of proof to be successful in their application.
12. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Harassment, etc.

Illegal Rent Increase Attempts

13. The Tenant testified that on August 9, 2024, the Landlord sent an email dated August 10, 2024 about extension of the lease. In addition to the 2.5% Guideline rent increase, the Landlord required that the Tenant pay for utilities, which were originally included in the rent. He was not served the Board's N1 Notice of Rent Increase. The Tenant responded to the Landlord by email on August 19, 2024 with references to relevant sections of the Act about rent increases to counter what he saw as the Landlord's attempt to coerce him to sign a new agreement.
14. The parties met on August 21, 2024 to discuss the tenancy and the Tenant stated that the Landlord told him that his citing the law to her as a white man "triggered her" as a Black woman. The Tenant testified that the "racial aspect" raised by the Landlord was harassment. There was no evidence that the Landlord's statement about race was ever repeated or raised in any context. The parties agreed to meet again on August 30, 2024, but the meeting did not occur.
15. Harassment can be defined as a course of conduct that a person knows, or should know, would be unwelcome by the other person.
16. The Landlord's failure to know the law about rent increases, while irritating to the Tenant, is not harassment. The Landlord informed the Tenant that she wanted to increase the rent in a manner prohibited by the Act, and the Tenant was aware that it was not allowed and informed her of this. There is no evidence that the Landlord continued to contact the Tenant or continue to insist on an illegal rent increase in a way that would rise to conduct which could be considered harassment. Similarly, an alleged one-time comment about being "triggered" by something is not harassment.
17. The Cambridge Dictionary defines "coerce" as "to persuade someone forcefully to do something they are unwilling to do." While the Landlord may have wished the Tenant to sign a new agreement, I do not have evidence before me to support the Tenant's assertion that the Landlord attempted in some way to coerce him to sign. The Tenant was aware of his legal rights and declined to accept the Landlord's proposal and there is no evidence of any "forceful" persuasion thereafter. Therefore, I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant by proposing an illegal rent increase.

Repeated False Allegations of Smoking

18. The rental unit is the basement of a house. The Landlord resided in the upstairs unit.
19. The Tenant testified that on August 28, 2024, he overheard the Landlord speaking with someone who told the Landlord, "You need to get him to break the agreement." He assumed that they were speaking about him and forcing him to terminate the tenancy.
20. The Tenant testified that he then received a text message that evening from the Landlord who said she smelled cigarette smoke and accused him of smoking in the unit. He informed her that he didn't smoke, his partner didn't smoke, and he didn't smell smoke. He was aware that the Landlord had a health condition and was sensitive to smoke.
21. The Tenant testified that on September 11, 2024, the Landlord sent him a text message that it was obvious that someone was smoking or vaping and her guests could smell it. He responded that no one was smoking and that she could come and check.
22. The Tenant testified that on September 19, 2024, he heard the Landlord saying that someone was smoking in the house. He again invited her to come and check. She told him that she had seen his guests smoking across the street.
23. The Tenant believed that the Landlord had a conversation with someone about forcing the Tenant to end the tenancy immediately before the first accusation and then the smoking allegations began. Because the Landlord did not attend the hearing, I have no context for that conversation and the Tenant's suspicion that they were talking about him is not evidence.
24. The Tenant submitted that the three messages within three weeks alleging that someone was smoking were a pattern and constitute harassment. I agree that it would be very annoying for a non-smoker to be accused of smoking in the rental unit. The Tenant offered for the Landlord to check the rental unit to assure herself that no one was smoking, and the evidence before me is that she did not do so. While the Landlord's conduct on these three occasions was clearly annoying, I do not find that it reaches the threshold that it was disturbing enough to constitute harassment.
25. Therefore, I find that the Landlord did not harass the Tenant by accusing him of smoking in the rental unit.

It is ordered that:

1. The Tenant's application is dismissed.

January 6, 2026
Date Issued

Margo den Haan
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.