



Order under Section 31 Residential Tenancies Act, 2006

Citation: Doyle v Jamil, 2026 ONLTB 2427

Date: 2026-01-12

File Number: LTB-T-063572-24

In the matter of: 824 Agnew Crescent
Milton ON L9T8M5

Between:

Krystal Doyle
Archie MacAskill

Tenants

And

Shahid Jamil
Fatima Qureshi

Landlords

Krystal Doyle and Archie MacAskill (the 'Tenants') applied for an order determining that Shahid Jamil and Fatima Qureshi (the 'Landlords'):

- 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 November 13, 2025.

The tenant Krystal Doyle (K.D.), the Tenants' legal representative Scott McAllister, the Landlords, the Landlords' legal representative Eric Spalvieri attended the hearing.

Determinations:

1. The Tenants filed their application on August 8, 2024, and it contained allegations ranging from July 13, 2023, to August 7, 2024. Subsection 29(2) of the *Residential Tenancies Act*, 2006 ('the Act') governs tenant applications. This provision states that no application can be made under this provision more than one year after the day the alleged conduct giving rise to the application occurred. In *Toronto Community Housing Corp. v. Vlahovich*, [2010] O.J. No. 1463, the Divisional Court held that a remedy cannot go back further than the one-year limitation period in subsection 29(2). Thus, the remedies may be awarded can go as far back as August 8, 2023. The Board determined the claims in the application for the period of July 2023 would not be considered as they are out of time.

2. No particulars were provided by the Tenants in their application with respect to ground pertaining to illegally entry. Thus, the Board determined this ground in the application would not be considered.
3. The Landlords' legal representative claimed that certain paragraphs (10,11,19,20 and 26) of the allegations in the Tenants' application do not contain sufficient particulars and details to put the Landlords on notice whether these allegations relate to either substantial interference or harassment. He claimed these allegations are vague and therefore the Board should consider them. Upon review of the allegations contained in these paragraphs, the Board determined that the allegations were not vague and that they contained sufficient details to put the Landlords on notice that they pertained to a course of conduct alleging harassment.
4. The central issues in this application relate to an inoperable refrigerator and a dryer, a leak in the second-floor washroom, and conduct by the Landlords with respect to renewals of a lease agreement, monthly inspections and demanding an increase in rent.
5. Subsections 22 and 23 of the Act are relevant for the purposes of this application and they are as follows:

22 A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

23 A landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.

6. Given the plain reading of this provision of the Act, the interference must be substantial.
7. While harassment is not defined in the Act, the Board's *Interpretation Guideline 6* states that Board often adopts the definition from the *Human Rights Code, 1990*, which defines it as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. While I am not bound by this Guideline, I see no reason to depart from it in these circumstances.
8. Since the Tenants filed their application, they bear the burden of proof of establishing on a balance of probabilities that the Landlords substantially interfered with their reasonable enjoyment of the rental unit or residential complex and the Landlords harassed, obstructed, coerced, threatened or interfered with the Tenants.
9. Based on the evidence adduced at the hearing, I am not satisfied in a balance of probabilities that the issues pertaining to the dryer, the refrigerator, the ceiling, and the lease renewal constituted harassment/substantial interference. However, I am satisfied that the issue pertaining to rent increase, and the monthly inspections constituted harassment/substantial interference.

Refrigerator

10. K.D testified that the maintenance/disrepair issues with the refrigerator located in the kitchen started in the period of August 2023. On August 15, 2023, she advised the

Landlords that the fridge was not working. The Landlords inquired with K.D as to nature of the issue by asking K.D “what is the issue now”, to which K.D later responded by submitting a video of the error code on the fridge to the Landlords and indicated it was not cooling. The Landlords later advised K.D to turn off the fridge for two hours and let the ice melt. K.D argued the Landlord’s response with respect inquiring about the issue was demeaning as it suggested the Tenants were the cause of the problem for the maintenance issue.

11. The following day, on August 16, 2023, K.D asked the Landlords as to what time a technician would arrive at the rental unit to repair the refrigerator. The Landlords responded that the technician would directly call her. K.D testified that while technician did not call her, a technician did arrive at the rental unit to repair the refrigerator sometime between August 16, 2023, to August 20, 2023.
12. On August 21, 2023, the refrigerator made extremely loud noises and K.D advised the Landlords of this issue by sending them a video. The Landlords responded that a technician would come to the rental unit on August 22, 2023, to inspect the issue. The technician did not arrive on this date. K.D inquired with the Landlords, as to when the technician would arrive to which the Landlords responded the technician would arrive on August 23, 2023. The Landlords advised that the technician would contact her. At some point, K.D contacted the technician, and he advised K.D that he would be coming to the rental unit on August 24, 2023. K.D claimed she had to take time off work to ensure that she was present at the rental unit during the time the technician was present.
13. On August 24, 2023, the technician arrived at the rental unit to address the maintenance issue pertaining to the refrigerator. K.D claimed that after the technician left, the refrigerator was still not cooling, and it was also shutting off. K.D later advised the Landlords the same day about these maintenance issues, to which the Landlords advised her to contact the technician.
14. From August 24, 2023, to August 27, 2023, the Tenants corresponded with the Landlords to arrange a mutually agreed upon time and date for the Landlords to visit the rental unit to inspect the refrigerator. The inspection date was scheduled for August 28, 2023.
15. On August 28, 2023, the Landlords visited the rental unit and inspected the refrigerator and advised the Tenants that the refrigerator appeared to be working fine, and they were not sure why it was not cooling.
16. On August 29, 2023, K.D advised the Landlords that the refrigerator was not working as it was not cooling to which she did not receive a response.
17. The Landlord, Shahid Jamil testified that the Landlords contacted their technician on August 29, 2023, and advised the technician to check the fridge. A copy of the text message between the Landlords and the technician was filed as evidence with the Board and corroborates his claim.
18. On September 3, 2023, K.D followed up with the Landlords about the refrigerator disrepair/maintenance issue and advised the Landlords that there was no light in the refrigerator, it was warm, and that it was making noise. The Landlords responded that they

had informed the technician to reach out to the Tenants so that he can service the refrigerator.

19. On September 4, 2023, the technician arrived at the rental unit with a replacement refrigerator. K.D claimed this refrigerator was dirty and did not appear safe as the electricals were visible. Further, the replacement refrigerator was not cold enough to keep their food cold. K.D testified that she sent photographs of this fridge to the Landlords to which the Landlords responded that the unit was a rental property and that the Landlords had already spent \$1,700.00 in providing a replacement refrigerator. She claimed the Landlords also blamed the Tenants for breaking the previous refrigerator because the Tenants had troubleshooted the system on the fridge and it stopped working. K.D testified she “felt distraught” and added that it was difficult to communicate with the Landlords to obtain a working fridge.
20. On September 6, 2023, K.D advised the Landlords that the replacement fridge was not cooling as it was showing that the temperature was 10 degrees Fahrenheit. The Landlord’s responded that a technician would arrive September 7, 2023.
21. On September 10, 2023, K.D followed up with the Landlords as to when the technician would arrive and also advised the Landlords that there was black mold inside the water dispenser, to which the Landlords responded that they are “working on it” and that they will visit the rental unit on September 11, 2023.
22. On September 11, 2023, the Landlords advised K.D that a new fridge would be delivered on September 12, 2023.
23. On September 12, 2023, the refrigerator issue was remedied as a new refrigerator was delivered to the rental unit.
24. K.D testified that this issue substantially interefered with her reasonable enjoyment of the rental unit as she had to take time off work to ensure that she was home when the technician was scheduled to visit the rental unit, her groceries inside the fridge were hot (yogurt and berries) and she was not able to feed these items to her children. She further claimed that she had to spend more money on groceries (which I understand were for reasons due to the food presumably being spoiled) and added that she nothing to make for lunch for her kids.
25. The Landlords’ legal representative position is that the Tenants did not provide sufficient evidence with respect to the required temperature a fridge needs to be set at to cool food, and that the Board should place less weight on the Tenants evidence since they are not in the food and safety industry. He further claimed that the timeline of events indicate that the Landlords acted reasonably with respect to their maintenance obligations in addressing the maintenance/disrepair issue related to the refrigerator as the Landlords arranged for multiple technician visits and replaced the fridge twice.
26. Based on the Tenants’ own evidence adduced at the hearing, I am not satisfied that the Tenants have established their claim. The Tenants did not provide sufficient evidence to corroborate their claim. The Tenants did not direct the Board’s attention to any photographs, video, or documents, to corroborate the condition of the fridge, and neither did they adduce any photographs of the condition of food that was presumably spoiled

because of the fridge disrepair issue or adduce any receipts of the amount they spent on their groceries because the food was spoiled. Neither did the Tenants adduce any sufficient evidence to establish what temperature a fridge needs to be to cool food. This is all evidence I would have reasonably expected the Tenants to adduce, or direct the Boards attention to, in support of their claim to establish that the interference was substantial. Thus, I place little weight on their general oral assertions.

27. The timeline of events clearly illustrate that the Landlords acted reasonably in addressing the concerns of the Tenants by ensuring that a technician visited the rental unit to address the issues related to the fridge or attended the rental unit themselves to inspect the fridge. The disrepair issue lasted approximately a month from August 15, 2023, to September 12, 2023, and whenever the Tenants advised the Landlords of the issue, the technician arrived within a few days.
28. Furthermore, K.D confirmed on cross examination that there was another refrigerator in the rental unit (basement) where food was being stored, but that it was half the size of the fridge in the kitchen. Thus, it is more likely than not, that the second fridge mitigated the impact on the Tenants caused by the disrepair issues of the fridge in the kitchen as the Tenants had a supply of food stored in the second fridge. This disrepair issue may have caused an inconvenience for the Tenants, but it does not rise to level of “substantial” as contemplated within the Act.
29. Accordingly, I am not satisfied that the Tenants have established their claim that the maintenance issue related to the fridge in the kitchen constitutes substantial interference.
30. The Tenants did not provide sufficient evidence as to whether the comment made by the Landlords to the Tenants on September 4, 2023, constituted harassment. K.D claimed she “felt distraught” as she was blamed by the Landlords for breaking the fridge, but did not adduce or direct the Board’s attention to, any copy of the text messages which corroborates either the tone, the language, or the context of the message for it to be considered vexatious. This is evidence I would have reasonably expected the Tenants to adduce to corroborate their claim. Thus, I place little weight on the oral assertions.

Ceiling-discolouration

31. K.D testified that on August 25, 2023, the Tenants noticed a small discolouration in the ceiling of the living room located in the rental unit and immediately advised the Landlords.
32. On August 26, 2023, the Landlords responded and advised the Tenants via voicemail that if there was any water damage, that it is the Tenants fault, and that the Tenants are responsible for paying for the repairs.
33. On August 28, 2023, the Landlords visited the rental unit and inspected a washroom – which I understand was on the upper level of the rental unit. The Landlords advised the Tenants that the leak is coming from the shower and when the Tenants use this shower, they should open the shower door to the inside and squeegee the inside of the shower. The Tenants were also advised by the Landlords to put a towel on the floor when opening the shower door.

34. K.D claimed the voicemail provided by the Landlords on August 26, 2023, made her feel insignificant as if the Landlords were belittling her, and that the outcome of the visit on August 28, 2023, made her feel degraded as if she was being blamed for everything. She claimed this impacted her reasonable enjoyment of the rental unit because the interaction caused her anxiety, and she was getting blamed for the issue(s).
35. The Landlord, Shahid Jamil testified that the Landlords contacted their technician on August 28, 2023, and advised the technician to check the washroom leak and to directly contact the Tenant, K.D for the inspection. A copy of the text message between the Landlords and the technician was filed as evidence with the Board and corroborates the claim. This message also it confirms that the technician had left K.D a voicemail.
36. Based on the evidence adduced at the hearing, I am not satisfied that the Tenants have established their claim that this incident constitutes either harassment/substantial interference. The Tenants did not provide sufficient evidence as to how the discolouration issue in the ceiling impacted their reasonable enjoyment of the rental unit, and neither did they adduce, or direct my attention to any photographs of the leak. This is evidence I would have reasonably expected the Tenants to adduce to corroborate their claim. Thus, I place little weight on their oral evidence. I accept Shahid Jamil's testimony that the Landlords acted reasonably in addressing the maintenance and disrepair issue. On the same day of the inspection, the Landlords contacted their technician, and they had the technician contact the Tenants so that the technician could inspect the issue. Their evidence was corroborated by a copy of the text message filed with the Board.
37. With respect to whether the Landlords harassed the Tenants, the Tenants did not provide sufficient evidence in this regard. The Tenants did not adduce a copy of, or direct my attention to, the voicemail of August 26, 2023. This is evidence I would have reasonably expected the Tenants to adduce to corroborate their claim the comments on left on the voicemail constituted harassment, based on either the tone, the language, or the context of the message itself. Based on the K. D's own testimony, I do not find that the comments made by the Landlords to the Tenants on this date to be vexatious as it is equally possible the Landlords could have made a comment in good faith, and they may have been advising the Tenants of their responsibilities under subsection 34 of the Act. Thus, I am not satisfied on balance of probabilities that the Tenants have established their claim in this regard.

Dryer

38. K.D testified that on or around May 13, 2024, the dryer had been turned on for a short period, and the Tenants went to bed afterwards. The laundry was placed on a light load for approximately 25 minutes. On May 14, 2024, the Tenants were awoken by the smell of melting plastic, and the Tenants noticed the inside of the dryer had melted. K.D testified that she advised the Landlords of this issue on the same day but claimed that she is not sure of what the response was from the Landlords.
39. The Landlord, Shahid Jamil claimed that dryer was replaced on May 17, 2024. A copy of the text message between the Landlords and K.D. was provided as evidence with the Board and confirms that the dryer was replaced on this date.

40. Based on the evidence adduced at the hearing, I am not satisfied that that this incident constitutes either harassment or substantial interference. The Tenants did not provide sufficient evidence as to how this incident substantially interfered with their reasonable enjoyment or how it constituted harassment. Since the issue of the dryer disrepair was resolved within a few short days, I find that Landlords acted reasonably, and their conduct was not vexatious.

Monthly inspections/rent increase/renewals

41. K.D testified that on May 1, 2024, she got a text from the Landlords that their lease was expiring June 30, 2024, and that the Tenants were to advise the Landlords if the Tenants would like to renew their lease agreement. K.D further testified that the Landlords messaged K.D again on May 3, 2024, following up whether the Tenants wanted to renew their lease. K.D claimed that she responded to the Landlords on this date that no lease was required and that the Tenants intended to reside in the rental unit. K.D also testified this interaction constituted substantial interference because the Landlords were getting the Tenants to sign a document.
42. K.D also testified that on May 29, 2024, the Landlords informed the Tenants that they required post dated cheques for the entire year. She further claimed that the Landlords advised the Tenants that the rent was increasing effective July 1, 2024. At some point, K.D advised the Landlords that the Tenants would not be writing cheques as they are not aware of how long they intended to reside in the rental unit.
43. K.D testified that on July 2, 2024, she received a text message from the Landlords that the Tenants needed to pay \$92.50 because the Tenants had failed to pay the rent increase in accordance with message/notice provided to the Tenants on May 29, 2024, that the rent would increase on July 1, 2024. K.D testified that she advised the Landlords on this date, that the Tenants had not received a valid Notice of Rent Increase (NORI). She further claimed that the Landlords advised her on August 1, 2024, and August 6, 2024, to pay the increase in the rent amount.
44. K.D testified that on August 7, 2024, the Landlords texted her advising that there was an outstanding balance of the rent in the amount of \$185.00. When K.D informed the Landlords that there was no outstanding balance, the Landlords then responded that they would conduct monthly inspections on the 1st day of each month. K.D claimed that she believes the Landlords acted in this manner because the Tenants had refused to pay their rent increase.
45. K.D argued that the Landlords conduct constituted substantial interference/harassment because even though the Tenants had paid their lawful rent on time and in full to the Landlords, the Tenants were still being bullied by the Landlords in paying more rent and were being told that they are behind on the increased rent amount. She claimed these incidents gave her anxiety and stress and that it felt like they were "walking on glass"- which I understand to mean that the Tenants could not peacefully enjoy their rental unit.
46. The Landlords' legal representative argued that the Tenants failed to establish their claim because the Tenants were not under any duress to signing any lease documents as there was no lease agreement provided by the Landlords for the Tenants to sign. Further, there

were no monthly inspections done by the Landlords; and there was no N4 Notice for rent arrears issued to the Tenants. Further on the issue related to the NORI, the legal representative also claimed that the Landlords misunderstood their obligations under the Act, and that the dispute between the parties (which I understand to be disputes related to the issue related to the rent increase) were just disagreements which do not constitute harassment.

47. Based on the evidence adduced at the hearing, I am satisfied on a balance of probabilities that the Tenants have established that the Landlords harassed and substantially interfered with the Tenants reasonable enjoyment of the rental unit between May 29, 2024, to August 7, 2024. I am mindful that the Landlords may have been mistaken of their obligations under the Act, as suggested by their representative, but this does not justify their conduct. Ignorance of the law with respect to knowing their responsibilities under the Act does not automatically shield a landlord's conduct.
48. The Landlords did not provide a valid NORI, and they continued to demand the balance of the rent increase from the Tenants. They continued with their conduct in adding on to the outstanding balance of the rent owing which increased from \$92.50 to \$185.00. When the Tenants refused to pay their rent increase, the Landlords then conducted their actions by responding to the Tenants and indicating that they would conduct monthly inspections. While I am mindful that a landlord has the right to conduct monthly inspections, however, in the context of this case, I find that the timing of the Landlords' response was, more likely than not, was for the purpose to intimidate/coerce the Tenants in paying their rent increase and is akin to a threatening conduct. The Landlords conduct in requesting post dated cheques was also in contravention of s.108 of the Act.
49. I accept K. D's testimony that the Landlords "bullied" the Tenants to paying their increase in rent (without a valid NORI) which resulted in K.D experiencing distress. The Landlords did not seriously challenge K. D's testimony, and they did not provide any direct testimony which countered her claims. Thus, I find K. D's evidence to be reliable. I am satisfied that the conduct of demanding the increase in rent, in conjunction with the Landlords demanding post-dated cheques in violation of s.108 of the Act, and threatening the Tenants with monthly inspections, had the cumulative effect of causing stress and anxiety to K.D. This conduct substantially interfered with her reasonable enjoyment of the rental unit as she felt like she was walking on "glass". The Tenants could not peacefully enjoy their rental unit. It's not necessary that an actual N4 Notice of rent arrears be issued, or that monthly inspections be carried out for the claims to constitute substantial interference/harassment. In the context of this case, the Landlords' ought to reasonably have known their conduct (of demanding the increased rent amount without a valid NORI, coercing the Tenants to pay the increased amount of rent by threatening them with monthly inspections, and demanding post-dated cheques) was vexatious towards the Tenants. This unwelcoming conduct by the Landlords had the cumulative effect of substantially interfering with the Tenants reasonable enjoyment of their rental unit.
50. With respect to the incident on May 1, 2024, I am not satisfied that it constitutes either substantial interference/harassment. K.D's own evidence suggests that the Landlords were simply inquiring whether the Tenants wanted to renew their lease. An inquiry is not the same thing as coercing the Tenants to signing a document. The Landlord's legal representative claimed there was no lease document provided by the Landlords for the

Tenants to sign. The Tenants did not seriously challenge this submission. Thus, I accept the claim made by the Landlords' legal representative and find that the conduct of the Landlords with respect to inquiring with the Tenants about the renewal of the lease was not vexatious and neither does it equate to substantial interference.

Remedies

51. The Tenants seek a rent abatement.

52. An abatement is a contract law remedy that recognises the idea that a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for then he or she is entitled to an abatement that is proportional to the difference between what is being paid for and what is being received. With respect to quantum of abatement, the criteria the Board most commonly considers are related to the impact on tenant(s) of the maintenance/disrepair issue.

53. The Tenants seek a 50% rent abatement.

54. With respect to quantum of abatement the criteria the Board most commonly considers are related to the impact on tenant(s).

55. Based on my findings above with respect to substantial interference and harassment, the nature/severity of the issues, the duration of problem; and considering the impact on the Tenants, I find a reasonable abatement of the rent would be 15% of the rent charged from May 29, 2024, to August 7, 2024, calculated as follows:

- a) Rent of \$3,700.00 x 12 months= \$44,400.00
- b) \$44,400.00/ 365 days in a year = \$121.64 per diem
- c) \$121.64 x 15% rent abatement = \$18.25
- d) \$18.25 x 70 days (May 29, 2024, to August 7, 2024) = **\$1,277.50**

56. Accordingly, I will award this amount to the Tenants.

Filing Fee

57. The Tenants also incurred \$48.00 for the costs of filing the application and are entitled to reimbursement of this cost.

58. Accordingly, the total amount the Landlords will be ordered to pay the Tenants is **\$1,325.50** (\$1,277.50 + \$48.00)

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

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$1,325.50. This amount represents the rent abatement from May 29, 2024, to August 7, 2024, and the costs of filing the application.

2. The Landlords shall pay the Tenants the full amount owing by January 23, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by January 23, 2026, the Landlords will owe interest. This will be simple interest calculated from January 24, 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.

January 12, 2026
Date Issued

Inderdeep Padma
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.