



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-043312-22

In the matter of: B, 97 Camborne av
toronto ON M3M2R3

Between: Minuete Campbell Tenant

And

Ines, frank, george, mark Moretti Landlord

Minuete Campbell (the 'Tenant') applied for an order determining that Ines, frank, george, mark Moretti (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- **This is the T2 application.**

Minuete Campbell (the 'Tenant') applied for an order determining that Ines, frank, george, mark Moretti (the 'Landlord') failed to meet the Landlord's maintenance obligations under the Residential Tenancies Act, 2006 (the 'Act') or failed to comply with health, safety, housing or maintenance standards. **This is the T6 application.**

These applications were heard by videoconference on August 26, 2025.

The Landlord's agent and POA for property, George Moretti, and the Tenant attended the hearing. The Landlord was represented by Leon Presner.

Determinations:

1. As explained below, the Tenant partially proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$98.00 on or before January 17, 2026 and a fine of \$250.00 to the LTB on or before January 17, 2026.

Procedural History

2. This matter was scheduled for an adjudicative case conference on March 20, 2024 which was unsuccessful and the matter was directed to a merits hearing which was scheduled on September 12, 2024 and adjourned at the Tenant's request.

3. The matter returned to the Board on June 9, 2025 where I began to hear the Tenant's evidence with respect to their application after hearing the Landlord's preliminary issue regarding the application and adjourned the matter due to insufficient time remaining in the hearing block.
4. The matter was then scheduled on August 26, 2025 where I heard the Landlord's response to the Tenant's application and directed the parties to provide written submissions that were due by September 30, 2025.
5. As of the date of this order, I confirm receipt of these submissions from the parties.

Request to Amend

6. On May 28, 2025 the Tenant filed an amended application with the LTB and the Landlord confirmed receipt on the same date however submits that they had difficulty opening parts of the USB files. The Landlord confirms these difficulties were not communicated to the Tenant.
7. As the Tenant complied with the rules regarding amending applications, the request to amend is granted.

Preliminary Issue: Application filed at the Wrong Tribunal

8. At the hearing in June 2025, the Landlord raised a preliminary issues, specifically that the Tenant filed the application at the wrong Tribunal and that her claims were better suited for the HRTO. The Landlord submits the LTB does not have jurisdiction to hear the complaints related to racism and discrimination.
9. The Tenant submits all the incidents relate to the Landlord's interferences which falls within the scope of the LTB. The Tenant submits the parties are present and able to deal with the claims on her application.
10. The problem with the Landlord's argument is that the *Residential Tenancies Act, 2006* specifically states at subsection 3(4) the following:

(4) If a provision of this Act conflicts with a provision of another Act, other than the *Human Rights Code*, the provision of this Act applies.

I take this to mean the HRC supersedes the *Residential Tenancies Act, 2006* in the event of any conflict between the legislations and there is no prohibition on the Tenant to file an application with the LTB within the context of the *Residential Tenancies Act, 2006*.

11. Further, the LTB has a specific guideline on Human Rights and references the context in which they may be considered such as substantial interference and harassment – which is the case in the application before the Board. The Tenant made a conscious choice to proceed with their claim at the LTB and understands the types of remedies available.
12. Therefore, the Landlord's preliminary issue is denied.

Background

13. By way of background, this tenancy began on April 1, 2022, and ended on March 31, 2023.
14. The residential complex is a house where the Landlord lived upstairs, and the Tenant lived in the basement bachelor unit. The lawful monthly rent was \$1,200.00 and was due on the first of the month.
15. The Tenant's T2 and T6 applications were filed on August 3, 2022 pursuant to subsection 29(2) of the *Residential Tenancies Act, 2006* and the principles found at paragraph 9 of *Toronto Community Housing Corporation v. Allan Vlahovich*, 2010 ONSC 1686, the limitation period cannot extend beyond April 1, 2022, when the tenancy began, with respect to any remedy.

Disrepair Claims

16. At the hearing, the Landlord sought to withdraw her claim of mould in the rental unit. The Landlord did not object. In accordance with subsection 200(4) of the *Residential Tenancies Act, 2006*, I consent to the withdrawal of this claim.
17. With respect to the Tenant's claim regarding the cockroach infestation, I do not find the need to adjudicate this claim as the Tenant is not seeking any remedy for this issue. However, even if the Tenant proceeded with this claim, based on the submissions before the Board, this claim would be dismissed. I say this because the Tenant testified, she saw a dead cockroach on May 7, 2022 and did not see any further live or dead cockroaches thereafter.
18. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
19. So while the rental unit may have been in a state of disrepair on May 7, 2022, it is evident from the Tenant's testimony that the issue was rectified by the Landlord as no further cockroaches were seen and the Landlord's evidence was, a spray was performed for ants and cockroaches once the Tenant brought this issue to their attention; in my experience this type of issue does not resolve on its own without intervention.
20. Therefore the cockroach claim is dismissed.

Substantial Interference & Harassment

Laundry Room Access

21. Under the lease agreement¹, laundry was a service included in the monthly rent. The Tenant testified that the understanding between the parties was the Tenant could use the laundry machines any day of the week during non-peak hours – from 7pm to 7am. As such the Tenant would do her laundry during the week at night.
22. The Tenant testified that her use of laundry eventually became restricted; in May 2022, the Tenant recalls the Landlord asked her to refrain from doing laundry throughout the night and on July 24, 2022², the Tenant received written notice from the Landlord further restricting her to using the laundry machines only on weekends between 8am and 8pm. The Tenant suspected this restriction was put in place after the Landlord saw the Tenant doing laundry of her guest's clothing.
23. Thereafter, the Tenant recalls the Landlord locking the laundry room on the Tenant's designated laundry days and presented videos from July 16, 2022, July 21, 2022, July 23, 2022 showing the laundry room locked or occupied by the Landlord³. The Tenant testified that the Landlord would always interfere with her use of the laundry machines by telling her not to wash certain items, or touching her clean laundry and placing it on a chair despite the Tenant requesting the Landlord not to do so.
24. On cross-examination, the Tenant recalled a dryer issue occurred in late June/early July and the Tenant received compensation for this issue in the amount of \$50.00.
25. The Landlord testified that there was an issue with the laundry machine which interfered with the Tenant's ability to use them 2-3 times and this is why compensation was given to the Tenant. The Landlord submits the issue related to the plumbing and the water had to be shut off for a period of time. Apart from this, the Landlord's agent was unaware of other issues.
26. Based on the evidence before the Board, I am satisfied that the Landlord was in breach of section 22 of the Act when they unilaterally restricted the Tenant's usage of the laundry machines to weekends and then locked the door to the laundry room on her designated days.
27. The Tenant submits the impact of this conduct was the inconvenience she endured every month of having to travel to the laundromat and the cost of doing her laundry there, totalling \$50.00 each month. As such, I find it appropriate to award the Tenant a \$50.00 rent abatement for the months of June and July 2022.
28. Since the Tenant has already received \$50.00, the balance of \$50.00 remains due and owing and shall be awarded.

Racial Discrimination

29. The Tenant alleges the Landlord has displayed acts of racism towards her and her partner which escalated between May and July 2022. This is what resulted in the Tenant no longer residing at the unit after July 2022 when she discovered she was pregnant and no longer

¹ Exhibit J pages 21-30

² Exhibit Q

³ Exhibit N, O, P

felt safe but continued to keep her items there and pay the rent until March 2023 when she returned the keys.

30. The Tenant submits on May 20, 2022 the Landlord made a comment about their PSW/nurse, in front of the Tenant while she was having coffee with the Landlords, indicating that “she was black, but she was beautiful.”
31. The Tenant testified that on July 24, 2022, she was not at the rental unit during the time the Landlord and her guest had a verbal altercation in which the Landlord threatened to assault her guest. The Tenant presented a video⁴ of the interaction in support of her assertion. This video demonstrates the Landlord telling her guest he “looks like what they got at the zoo” after the Tenant’s guest says to the Landlord he looks like an animal and then the Landlord goes on to say while lifting his cane that if the Tenant’s guest messed with him he would do something to his head. The Tenant testified that the police were called to the unit due to this incident and submitted a copy of the report⁵ dated July 27, 2022. In October 2022, it was confirmed that no death threats had been uttered as previously alleged.
32. GM submits that his father is 86 years old and his mother is 79 years old. Neither are racist. Further his father suffered from a major stroke years ago and is not mentally there – this is why he holds a power of attorney for his property.
33. GM submits the video confirms the Tenant’s guest was provoking the Landlord to get a reaction to record on his phone. This is confirmed by the police’s report that there was no threat made by his father.
34. Further, as the Landlord’s point of contact, the Tenant never made any complaints to him about his father’s behaviour or his mother’s comments to suggest she was afraid or offended by their interactions.

ANALYSIS

35. Sections 22 and 23 of the Act prohibit the Landlord from engaging in any conduct that substantially interferes with the reasonable enjoyment of the rental unit by the Tenant and the Landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
36. Based on the totality of the evidence adduced at the hearing, I do not find that the Tenant has provided sufficient evidence to establish that the Landlords have substantially interfered, harassed, threatened or racially discriminated against the Tenant with respect to the incidents from May and July 2022.
37. There was no indication that the Landlords used vulgar language towards the Tenant, deprived them of something based on their racial background or threatened her. While the video from July 2022 records an altercation between the Landlord and the Tenant’s guest, it appears the Landlord has been provoked by the Tenant’s guest and the Tenant was not

⁴ Exhibit C

⁵ Exhibit R

present. I note the Landlord is not very articulate in the video which could be explained by his medical condition.

Remedies

38. The Tenant seeks the following remedies in her application: a rent abatement for the period she did not reside in the rental unit August 2022- March 2023; out-of-pocket expenses for legal fees she incurred, moving expenses, general damages for the harassment she experienced, an order that the Landlord be levied a fine of \$50,000.00
39. With respect to the request for a 100% rent abatement for the period August 2022 – March 2023, the Tenant's own evidence confirms she retained the keys and had her items in the rental unit even though she was physically not living there. I do not find it appropriate under these circumstances to grant this amount as the Tenant retained possession of the unit.
40. With respect to the Tenant's request for reimbursement of \$3,200.00 to pay her guest's Landlord for residing in his unit during this period, I find the Tenant's reason for moving out to be unclear. On the one hand the Tenant submits the Landlord was asking her to move out, yet she retained possession for the remainder of the term of her lease. On the other hand, the Tenant submits she had no choice but to move out because of the Landlord's conduct from July 2022 where the Tenant was not present. Further, there was no evidence to support the charge of \$400.00/month during this period as the Tenant claims. Absent anything more, this claim must be dismissed.
41. With respect to the Tenant's request for reimbursement of her legal fees, the choice to retain a legal representative to perfect and file an application is optional and aside from the application filing fee, the Board does not have jurisdiction to award this amount. So this claim must also be dismissed.
42. With respect to the request for moving expenses, once again, the reasons for the Tenant moving out are unclear and absent any receipt, I find the evidence is insufficient to grant this amount.
43. With respect to the request for general damages of \$10,000.00 once again, the Tenant has not been successful in establishing the Landlord's engaged in substantially interfering and harassing behaviours from the two incidents she testified to and therefore this claim must also be dismissed.
44. Finally, with respect to the request for a fine, an administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), and to deter landlords from engaging in similar activity in the future.
45. Given the circumstances, I find it appropriate to award a fine for the Landlord's conduct of unilaterally changing the terms of the lease with respect to the Tenant's access to the laundry machines and then further interfering with her use of the machines on her newly assigned days.
46. The Board's Interpretation Guideline #16 speaks to considerations in setting the amount of the fine which include the nature and severity of the breach, the effect of the breach on the

tenant and any other relevant factors. The amount of the fine should be commensurate with the breach.

47. Given that the impact of the interference lasted two months and the insignificant amount being sought by the Tenant and ordered to the Tenant, I find it appropriate to imposed a \$250.00 fine.

48. I find this amount would be appropriate and sufficient to deter future similar behaviours.

49. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$98.00. This amount represents:
 - \$50.00 for the interference with the laundry; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 16, 2026, the Landlord will owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has 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 amount of \$250.00 by January 17, 2026.

January 6, 2026
Date Issued

Sonia Anwar-Ali
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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.