



Order under Section 31 Residential Tenancies Act, 2006

Citation: Tharamarajah v HELEN BAI GUEST HOME INC., 2026 ONLTB 2979

Date: 2026-01-08

File Number: LTB-T-020507-23

LTB-T-016941-23

LTB-T-018364-23

LTB-T-015617-24

In the matter of: 412, 412 Spice Bush St
Waterloo ON N2V2V7

Between: Allyson Tharamarajah Tenant
Wei Hu

And

HELEN BAI GUEST HOME INC. Landlord

Allyson Tharamarajah and Wei Hu (the 'Tenant') applied for an order determining that HELEN BAI GUEST HOME INC. (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.
- charged the Tenant illegal charges
- failed to repair or maintain the rental unit or residential complex, or did not comply with health, safety, housing, or maintenance standards.

These applications were heard by videoconference on November 24, 2025.

The Landlord and the Tenant attended the hearing. The Tenant was represented at the hearing by Reem Chansadine,

Determinations:

1. As explained below, the Tenant proved a portion of the allegations contained in the applications on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$3,168.00

T1 Application

2. The Tenant filed a T1 application alleging that the Landlord charged a security deposit contrary to the *Residential Tenancies Act, 2006* (the “Act”).
3. At the hearing, the Tenant acknowledged that the Landlord returned the deposit prior to the hearing and confirmed that no remedy is being pursued under the T1 application. Accordingly, the T1 application is dismissed as moot.

Does the Act Apply?

4. The Landlord submitted that the Act does not apply because the rental unit was a short-term accommodation.
5. Section 3 of the Act provides that the Act applies with respect to rental units in residential complexes. Section 2(1) of the Act defines a “rental unit” as any living accommodation used or intended for use as rented residential premises. The Court of Appeal for Ontario has confirmed that this definition must be interpreted liberally to advance the remedial purpose of the Act: *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 at paras. 22–23.
6. Further, section 202(1) of the Act directs the Board to determine the true nature of a relationship based on substance rather than form.
7. In this case, the parties entered into a standard form Ontario residential lease, the Tenant paid monthly rent, and the Tenant occupied the unit as their primary residence. The fact that the tenancy was for a fixed term of four months does not alter the fundamental nature of the agreement as a residential tenancy. I therefore find that the Act applies.

T2 Application – Substantial Interference and Harassment

8. The Tenant testified that from the outset of the tenancy the Landlord engaged in frequent and intrusive communications, including multiple daily text messages and emails concerning matters such as lighting usage, laundry practices, hallway conduct, and utility consumption.
9. The Tenant further testified that the Landlord:
 - Entered or attempted to enter the rental unit repeatedly over a short tenancy period;
 - Turned off lights being used by the Tenant;
 - Posted notes directing how and when the Tenant could use shared facilities;
 - Removed items from the Tenant’s unit without permission;
 - Engaged in confrontational verbal exchanges, including yelling and demeaning remarks.
10. The Tenant testified that this conduct caused ongoing stress, anxiety, and fear, and ultimately led the Tenant to vacate the unit prior to the end of the fixed term on April 30, 2023. In support of these claims, the Tenant provided the Board copies of supporting WhatsApp messages, emails, and photographs.

11. The Landlord did not deny many of the acts complained of. Rather, she sought to justify them by asserting that:
 - She was protecting the property or utility costs;
 - The Tenant was unreasonable or deliberately provoking conflict;
 - Her conduct was permitted because notice of entry was often provided;
 - Her actions were motivated by safety or maintenance concerns.
12. Section 22 of the Act prohibits a landlord from substantially interfering with a tenant's reasonable enjoyment of the rental unit or residential complex. Section 23 prohibits a landlord from harassing, obstructing, coercing, threatening, or interfering with a tenant.
13. While a landlord is entitled to protect their property and address legitimate maintenance concerns, a landlord does not have the right to micromanage a tenant's daily living. I find that the Landlord's conduct went well beyond reasonable property management.
14. Even where individual communications may have related to legitimate issues, I find the cumulative frequency, tone, and intrusiveness of the Landlord's conduct created a persistent state of monitoring that would reasonably interfere with a tenant's enjoyment of their home.
15. Further, several actions admitted by the Landlord—such as turning off lights, removing items from the unit, and posting controlling notes—were inherently intrusive. The Landlord ought reasonably to have known that this conduct would be unwelcome. I therefore find that the Landlord breached sections 22 and 23 of the Act.

T6 application- Heat and Temperature

16. The Tenant testified that the basement unit was consistently cold, particularly at night and in the early morning hours. This testimony was supported by messages requesting heat adjustments and by evidence that the Tenant purchased supplemental heaters at their own expense.
17. The Landlord testified that she adjusted the main-floor thermostat and opened heat registers, and that other tenants did not complain about temperature.
18. Section 20 of the Act requires a landlord to maintain the rental unit in a good state of repair, fit for habitation, and in compliance with health and safety standards.
19. The Landlord acknowledged that the basement temperature was lower than the main floor by one to two degrees and further acknowledged that temperatures below 20 degrees Celsius would be considered cold. Based on this admission and the Tenant's evidence, I find that the Landlord breached section 20 of the Act by failing to maintain adequate heat in the rental unit.

T6 application - Lighting

20. The Tenant testified that numerous ceiling light fixtures in the basement unit were non-functional, leaving the unit dim and inadequately lit.

21. The Landlord admitted that only approximately nine of sixteen fixed ceiling light fixtures were operational during the tenancy. However, she argued, the Landlord argued that the unit was bright enough in her view and that she provided additional lamps.
22. The Tenant testified that numerous ceiling light fixtures in the basement unit were non-functional, leaving the unit dim and inadequately lit.
23. The applicable test is not whether the Landlord personally found the lighting sufficient, but whether the unit met an objective standard of habitability. I find that a unit with nearly half of its fixed ceiling fixtures inoperable does not meet that standard. Accordingly, the Landlord breached section 20 of the Act.

T6 application - Fireplace

24. The Tenant claimed that a fireplace located within the rental unit was inoperable. The Landlord acknowledged that the fireplace was not operational but submitted that it was never intended to be part of the tenancy.
25. The Landlord acknowledged that the fireplace was visible during the initial viewing of the unit and was not blocked, sealed, or otherwise rendered unusable prior to the Tenant taking possession.
26. The fireplace is a permanent fixture within the rental unit. I find that a reasonable tenant who views and occupies a unit containing a visible, unsealed fireplace is entitled to assume that it forms part of the rental unit, absent clear notice to the contrary at the outset of the tenancy.
27. In the context of an already cold basement unit, I find the inability to use the fireplace contributed to the Tenant's loss of reasonable enjoyment constituting a further breach of the Act.

Remedies

28. Rent abatement is a contractual remedy intended to reflect the reduction in value of a tenancy where a tenant does not receive the full bundle of goods and services for which rent is paid.
29. I have considered the cumulative effect of the Landlord's breaches. While none of the individual breaches rendered the unit entirely uninhabitable, their combined impact substantially interfered the Tenant's reasonable enjoyment of the rental unit.
30. Given the evidence before the Board and my knowledge of like similar cases before the Board it seems to me a reasonable abatement of the rent for the period of January 1, 2023, to March 31, 2023, is 20%. The total rent abatement for three months is \$1,170.00.
31. With respect to April 2023, I find that the Landlord's failure to remedy maintenance issues and the continued substantial interference induced the Tenant to vacate the unit prior to the end of the fixed term. In these circumstances, a 100% rent abatement for April 2023 is warranted, in the amount of \$1,950.00.

32. The Tenant also paid \$48.00 to file the application and is entitled to reimbursement.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,168.00. This amount represents:
 - \$3,120.00 for a rent abatement.
 - \$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.

January 8, 2026
Date Issued

Bryan Delorenzi
Hearings Officer, 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.