



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-016012-24

In the matter of: Main Floor, 68 WESTBOURNE AVE
SCARBOROUGH ON M1L2Y4

Between: Laura Melillo Tenant

And

GPI Pro Inc. Landlord

Laura Melillo (the 'Tenant') applied for an order determining that GPI Pro 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.

This application was heard by videoconference on December 1, 2025.

The Landlord's Agent Yama Ghafoori and the Tenant attended the hearing. The Tenant's Legal Representative Leslie Mullen and the Landlord's Legal Representative Clive Preddie also attended.

Determinations:

1. At the hearing the Tenant wished to raise several allegations of harassment and discrimination in addition to the other allegations in the T2. While some of these allegations are mentioned in the Schedule A in my view there are insufficient particulars, including dates and times attached to many of these allegations.
2. The Tenant's Legal Representative testified that particular, including dates and times were contained in the disclosure served along with the Schedule A, and there should be no, surprise to the Landlord and it would be prejudicial to the Tenant not to hear these issues.
3. The Landlord's Legal Representative testified that the disclosure provided by the Tenant's Legal Representative is voluminous, and given the amount of time which has elapsed it is prejudicial to the Landlord to require them to go through the entire disclosure particulars which should be contained the in the Schedule A or Application itself.

4. Applications must provide sufficient details to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met: *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 (“Ball”).
5. In this case I am not satisfied that the Tenant’s Application includes sufficient particulars, including dates and times for all allegations. While some of these dates may be found within the Tenant’s disclosure I note that disclosure is not the Application and oftentimes disclosure is submitted which is never introduced during a proceeding. I find therefore that deficiencies in the Application cannot be cured by reference to the disclosure and it would be prejudicial to expect the Landlord to review the entirety of the TTs disclosure in order to cure any deficiencies in their Application.
6. Therefore, I limited the hearing to those matters I was satisfied contained adequate particulars, including clear dates and times.

The T2

7. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$3,048.00
8. The rental unit is the main floor of a single family home divided into three rental unit, The basement and upper floors constitute separate rental units within the complex. The Tenant moved into the rental unit in February 2022 and vacated in August 2024.

The Thermostat

9. The Tenant testified that the thermostat which controlled the heat for all three units was located in her living room, a fact she was not made aware of prior to the commencement of the tenancy.
10. She testified that the upper and lower Tenant’s would text her whenever the heat was too high or too low and she would adjust it accordingly, the Tenant testified to this occurring a minimum of 15 times during the tenancy. She testified that this often led to issues with the temperature in her own unit which hindered her enjoyment of the unit. For example, the Tenant’s in the upper unit would often ask her to raise the temperature when it was already too hot in her unit.
11. The Tenant testified that she spoke with the Landlord about this issue but was not offered a constructive solution.
12. The Tenant testified that on October 8, 2023 the Landlord texted her and asked her to turn the heat up again, and threatened to install a lock on the thermostat as the Tenant’s upstairs were freezing. The Tenant testified that it was 21 degrees in her unit at the time. She testified that she felt threatened by this message.
13. The Tenant also describe being asked to turn the heat up by the upstairs Tenants on February 27, 2023 March 3, 10, 12, and 14, 2023 among other occasions.
14. The Tenant’s testimony was supported by text messages detailing these conversations.

15. While the Landlord would often becoming involved in these discussions, no formal remedy was ever provided. However, the Landlord did stuff the vents in the Tenant's unit with foam and other insulators to attempt to direct the heat towards the other units.
16. The Landlord testified that the thermostat and heating system applies heat equally throughout the complex. He testified that he discussed the heating system with the Tenant during her viewing, and the Tenant asked if each unit had their own, and he replied that it was a central system.
17. He testified that he does not recall if he told the Tenant he would install a lock on the thermostat.
18. He testified that after the Tenant complained about it being too hot in her unit when the other Tenant's asked her to turn up the thermostat, he installed foam pads in the vents in the rental unit to force the hot air to go upstairs and the Tenant was happy with that.

The Smoking

19. The Tenant testified that while she will occasionally smoke cannabis, she does not smoke cigarettes and does not smoke inside the rental unit. She testified that her lease prohibits smoking within 9 metres of doorways.
20. The Tenant testified that she began to smell smoke after new Tenant's moved into the upper unit in February or March 2022. She testified that on January 12, 2023, she asked the Tenant's upstairs if they were smoking, and they confirmed they were apologised and said it would not happen again.
21. The Tenant testified that she complained about the smoking approximately 10 or 15 times.
22. The Tenant testified that she asked the Landlord to stop the upstairs Tenant's smoking on July 20, July 21, and July 22, 2023. And let the Landlord know the smoking was continuing. The Landlord responded that he would follow up with the upstairs Tenants.
23. On August 28, 2023, the Tenant followed up with the Landlord who indicated that they were sick and had not followed up with the upper Tenants.
24. The Tenant contacted the Landlord again on August 28, 2023, and the Landlord said that he was out of town.
25. The Tenant testified that she was not aware if the Landlord did anything about the smoking at that time.
26. On September 4, 2023 the Landlord sent the Tenant a text indicating that he would drop off a warning letter to the upstairs Tenant's but she was not sure if they occurred.
27. The Tenant testified that the Landlord informed her he would install a camera facing the porch to see if the other Tenant's were smoking, but never did so. The Tenant learned that a camera which had been installed by the Landlord was a dummy camera and did not record video or audio.

28. On September 17, 2023 the Landlord suggested that the Tenant was smelling smoke from the upstairs Tenant's clothing. On September 19, 2023 the Tenant discovered a cigarette butt in a flowerpot on the front porch and sent a picture to the Landlord.
29. The Tenant testified that on September 27, 2023, she made another complaint that the upstairs Tenant's were smoking and asked the Landlord when the camera would be installed.
30. The Landlord conducted two smoke inspections of September 27, 2023 and November 7, 2023. Both of these were recorded by the Landlord.
31. The Tenant testified that the Landlord attended the rental unit to conduct a smoke inspection an hour after she made the complaint on September 27, 2023.
32. She testified that the Landlord did not bother to enter her unit during the inspection to check for smoke or odour and testified that on the video the Landlord made of the inspection he can be heard saying that he cannot smell smoke which proves that the Tenant is a liar.
33. The Landlord conducted a second smoke inspection on November 7, 2023, arriving approximately 10 minutes after the Tenant complained. In the video of this inspection the Landlord claims that this is the second time the Tenant has lied about smelling smoke, and he will not be coming back. The Tenant testified that the Landlord also made a remark about her mental health during this inspection and indicated that she was delusional. The Tenant allowed that the video of the second smoke inspection depicts her becoming animated with the Landlord, but she testified this was because she felt he was being unfair and denied accosting the Landlord.
34. The Tenant can be heard yelling at the Landlord nearly from the moment that he arrives at the rental unit.
35. The Tenant testified that she purchased her own camera which she paid to have installed in the complex.
36. The Tenant testified that on March 11, 2024 the video camera she installed captured a conversation between the Landlord and the Tenant from upstairs wherein they discuss the camera installed by the Tenant and the Landlord expressed that the camera was installed without his permission and made a comment to the upstairs Tenant that the Tenant of the rental unit was "Fucking crazy" the video was introduced during the hearing, but the sound quality was not sufficient for me to hear what was said by the Landlord and the upstairs Tenant.
37. The Landlord testified that he was aware the Tenant's in the upstairs unit had been smokers. He testified that he first learned of this on January 12, 2023, when he was informed by the Tenant. He testified that he spoke to the upstairs Tenants that day they admitted to smoking and he told them to stop.
38. He also acknowledged that the Tenant complained about the upstairs Tenant's smoking on the porch and spoke to them again.

39. He testified that he followed up with the Tenant's upstairs after the Tenant's complaint on August 23, 2023 either that same day or the following day and on September 7, 2023 he gave the upstairs Tenant's a smoking warning letter which they signed. He testified that the upstairs Tenant's took full responsibility for smoke and admitted they had previously smoked in the rental unit.
40. He testified that after September 7, 2023 the upstairs Tenant's denied smoking in the rental unit.
41. He testified that on September 27, 2023 it only took him 10 minutes to arrive for the smoke inspection and the Tenant was hostile when he arrived. He testified that he did not smell smoke and did not observe any ashtrays or cigarette butts during the inspection.
42. He testified that on November 7, 2023 he arrived at the rental unit with 9 minutes to contact his inspections. Once again he did not smell any smoke or observe any indication the upstairs Tenants were smoking.
43. The Landlord testified that the upstairs Tenant's told him that they smoked outside in the street and showed him their smoking spot and he believed them, and did not have any proof they were smoking in the rental unit. He testified that he could not recall the date of the most recent smoking complaint, and indicated that after his second inspection he did not find any evidence of smoking and told the Tenant that he was not going to respond again.
44. He testified that the basement Tenant never complain about cigarette smoke and he did not consider serving a notice of termination on the upstairs Tenant's because he did not have enough evidence.
45. The Tenant testified that he had installed the dummy camera prior to renting the house.
46. He testified that he did not install a real camera because the other Tenants felt it was an invasion of their privacy and he never told the Tenant he would reimburse her for installing her own.
47. He also testified that the Tenant never showed him any footage from her camera which would demonstrate that the upstairs Tenant s were smoking despite his having made multiple requests.

The Termination of the Tenancy

48. The Tenant testified that she had photographs of the Landlord in the backyard which were taken from her bedroom. She could not recall when the photographs were taken. She testified that the Landlord could see into her bedroom from the backyard.
49. The Tenant testified that she incurred costs of \$1976.74 for movers and costs of \$107.63 to set up mail forwarding.

Analysis

50. On a balance of probabilities, I am satisfied that the Landlord has interfered with the Tenant's reasonable enjoyment and harassed the Tenant.
51. With respect to the heat, I accept that the Tenant was asked to turn the heat up on multiple occasions by the other Tenant's.
52. I also find it is more likely than not that the Tenant knew the thermostat in the rental unit controlled the entire complex, as I am prepared to accept that this was discussed by the parties during the viewing.
53. However, despite of this awareness I find that the Landlord's threats to lock the thermostat if the Tenant did not continue to adjust the heat upon request constitutes substantial inference and harassment. Given that the Landlord was clearly aware that the Tenant found it too hot in her unit, and responded with such a statement ought reasonably be known to be unwelcome, and I am satisfied that the Tenant's having to frequently raise the heat in spite of her own discomfort constitutes substantial interference with reasonable enjoyment.
54. However, I accept that this was mitigated somewhat by the provisions of foam to direct the heat upwards.
55. With respect to the smoking, it is clear that the upstairs Tenant's were smoking in or near the rental unit for at least a portion of the tenancy, and I am not satisfied that the Landlord responded appropriately to the Tenant's complaints.
56. I accept that the Landlord performed two smoking inspections on September 27, 2023 and November 7, 2023 and accept that they did not smell smoke at this time. However, I am not satisfied that it was appropriate for the Landlord to perform these two inspections, decide there was no evidence of smoking and inform the Tenant that he would no longer follow up on smoking complaints.
57. Given that the other Tenant's in the complex had previously admitted to smoking, I do not find this to be a reasonable response and I am not satisfied that it was reasonable for the Landlord to refuse to respond to further smoking complaints after these two inspections yielded no evidence of ongoing smoking.
58. I also find that the Landlord's conduct during these inspections amounts to harassment of the Tenant. The term harassment is not defined in the Act, however the Board often applies the definition from the Ontario Human Rights Code, which is engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. To determine whether a landlord's conduct harasses, obstructs, coerces, threatens or interferes with a tenant, the LTB will generally consider the cumulative effect of the landlord's conduct upon the tenant in the context of the landlord-tenant relationship.
59. I find that calling the Tenant a liar, delusional, and implying that she was lying about the smoking to the other Tenant's ought reasonably to be known to be unwelcome. I also accept that these remarks damaged the relationship between the parties and caused the Tenant distress.
60. Given that the Landlord has clearly made such remarks during the inspections, I am also prepared to accept that he made similar remarks on March 11, 2024, even though the

sound on the video provided by the Tenant is too low. Again, I find that referring to the Tt as crazy ought to be known to be unwelcome, and that this behaviour constitutes a pattern of harassment.

61. However, I will also note that in the video of the second smoking inspection the Tenant can be heard being aggressive towards and screaming at the Landlord from the moment he arrives, and note that it does not appear that the Tenant has been courteous in her interactions with the Landlord especially as it concerns his response to the allegations of smoking. I find that this behaviour may provide some insight into the Landlord's apparent desire to stop responding to smoking complaints and provide an explanation as to why the elected not to pursue any further smoking allegations made by the Tenant, given her behaviour when he responded to the complaint on November 7, 2023.
62. To be clear, I do not find that this justifies or excuses the Landlord's ultimately inadequate response, or his own behaviour, however, I have considered that the Tenant's behaviour may have made it more difficult for the Landlord to respond appropriately to the Tenant's concerns regarding smoking.
63. While the Tenant testified that the Landlord entered the backyard of the complex, from which you could see into her bedroom and provide pictures of the Landlord in the backyard, I am not satisfied that the Tenant has demonstrated that the Landlord harassed her by doing so, or that this conduct caused her to vacate the rental unit. The Tenant's testimony on this subject was brief and she could not recall when the Landlord had been in the backyard of the complex.
64. Therefore, I am not satisfied that the Landlord's behaviour caused the Tenant to vacate the rental unit.

Remedies

65. I am satisfied that the Tenant's enjoyment of the rental unit was impacted, both by the heat and the smoking and an abatement is appropriate. However, I am satisfied that the Tenant still had significant use of the unit during the tenancy, albeit enjoyment which was impacted by the heat and smoking issues and find that a flat abatement of \$1500.00 is appropriate in consideration of the issues caused by the smoking and the heat.
66. I am not satisfied that a fine is appropriate. As noted above I find that while the Landlord has breached the act the Tenant's own behaviour impacted the Landlord's ability to respond to the Tenant's smoking complaints, and I do not find that a fine is appropriate under these circumstances.
67. I am also satisfied that general damages of \$1500.00 are appropriate to recognise that the Tenant was harassed by the Landlord, I accept that the tenant suffers from anxiety and depression which was exacerbated by the issue during the tenancy and accept that and has been seeing a therapist and taking medication. I also note that general damages often have a deterrent effect, I find that it is appropriate to send such a message here to indicate to the Landlord that it is not appropriate to call a Tenant a liar, delusional, or make other remarks about their character, particularly in conversation with other Tenants.

68. However, as noted above, above I am satisfied that the Tenant herself is not blameless and, while I can accept that she has been negatively impacted by the Landlord's actions, I find only a modest award is appropriate.
69. Therefore, I find that general compensation of \$1,500.00 is appropriate under the circumstances
70. As I am not satisfied that the Tenant has demonstrate that she vacated the rental unit as a result of the Landlord actions, no moving expenses shall be awarded.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,048. This amount represents:
 - \$1,500 for a rent abatement.
 - \$1,500.00 for general damages
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 23, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 23, 2026, the Landlord will owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 12, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

