



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-077483-24

In the matter of: Basement East, 61 Bernick Drive
Barrie ON L4M5C1

Between: Ian Felipe Tenant

And

Richard Schroder Landlord

Ian Felipe (the 'Tenant') applied for an order determining that Richard Schroder (the 'Landlord'):

- 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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on January 8, 2026.

The Landlord and the Tenant attended the hearing.

Only the Tenant attended the hearing.

As of 9:37 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.

The following witness testified at the hearing:

Clayton Donoghue (CD) – another tenant in the residential complex, on behalf of the Tenant

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

2. The Tenant moved into the rental unit in May 2020. The monthly rent is \$556.02 and it is due on the 1st day of each month. The Tenant's unit is a bedroom in the basement of a house wherein he shares a kitchen, bathroom, and living space with three other tenants.
3. In this application, filed pursuant to section 29 of the *Residential Tenancies Act, 2006* (the 'Act') the Tenant alleged that the Landlord or his agents illegally entered his unit, threatened to unlawfully increase the rent, cut off TV services, and withheld or interfered with the vital services of electricity and heat.
4. Subsection 29(2) of the Act provides that:

No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.

5. In accordance with subsection 29(1) of the Act, the alleged conduct of the Landlord raised by the Tenant must have occurred within the one year preceding the filing of this application. Additionally, in accordance with caselaw, any remedy sought in this type of application is limited to the one-year preceding the filing of this application. This application was filed on September 18, 2024. Therefore, the relevant one year period is from September 19, 2023 to September 18, 2024.
6. The Tenant stated that the Landlord and his paralegal came downstairs illegally on January 5, 2024 and left a note stating that he has to pay 10% more in rent. The Tenant believed this to be a threat that he must pay more rent or he will be evicted. The Tenant stated that the Landlord proceeded to file numerous applications with the LTB in an attempt to collect this unlawful rent increase. The Tenant also stated that he was forced to hire a paralegal to assist him with these proceedings and is out of pocket \$1,500.00 for a retainer and \$700.00 for at least one of those hearings. In total, the Tenant stated that he paid \$3,000.00 for legal representation to defend the Landlord's applications for an unlawful rent increase.
7. The Tenant's witness, CD, testified that the Landlord attempted to collect an illegally rent increase from the Tenant three times at the LTB and each time the Landlord was told he could not do that. CD testified that the Landlord lost twice in 2023 and one time his new paralegal withdrew an application before the hearing date. CD also testified that the Tenant was awarded costs in one of those cases which were never paid by the Landlord. CD also testified that after one of the times the Landlord lost his case at the LTB, he was so furious that he cut off the TV services to the basement. CD believed this occurred in February or March 2022/2023.
8. CD also testified that the basement is freezing in the winter and freezing in the summer, and referred to the summer of 2022, winter of 2022-2023 and winter of 2023-2024 but failed to provide any other details or timeframes. CD further testified that the Landlord turned off the electricity for one week in the winter 2022-2023 and they had to contact the By-Law office. CD testified that the Landlord is still to this day lowering the temperature for the basement.
9. There was no dispute that the basement kitchen, bathroom and living space is shared between the Tenant and three other tenants. Given this, this area does not form part of the Tenant's unit, which is only his bedroom. The Tenant testified that the Landlord and

his paralegal came downstairs on January 5, 2024 without notice. However, his evidence failed to confirm whether the entered the Tenant's rental unit. Given the context of the Tenant's testimony, I find it likely that the Landlord and his paralegal simply entered the area shared with the other tenants and not the Tenant's rental unit. Therefore, based on this evidence, I cannot be satisfied that the Landlord illegally entered the rental unit.

10. Additionally with respect of the Landlord's alleged conduct of threatening an illegal rent increase, cutting off TV services, and interfering with vital services, the evidence before me was insufficient to find that any of these events occurred within the one year preceding this application. Neither the Tenant nor his witness were able to provide specific dates or detailed information about the Landlord's alleged conduct between September 19, 2023 and September 18, 2024 or when a timeframe was provided in their testimony it was outside the one year limitation period required by subsection 29(2) of the Act. Therefore, I am not satisfied that the Landlord threatened an illegal rent increase, harassed the Tenant, substantially interfered with the Tenant's reasonable enjoyment of the premises or interfered with vital services in the one year preceding the filing of this application.
11. As well, the only remedy sought by the Tenant in this application is compensation for his out-of-pocket expenses incurred to hire a paralegal to defend the Landlord's alleged frivolous applications and the Tenant did not testify as to when these expenses were incurred nor did he provide a copy of any receipt or invoice which would substantiate that these expenses were incurred within the one year preceding the filing of this application.
12. Consequently, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

January 20, 2026
Date Issued

Lisa Del Vecchio
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.