



Order under Section 31 Residential Tenancies Act, 2006

Citation: Mamychева v 1000976838 ONTARIO INC., 2026 ONLTB 5369

Date: 2026-01-21

File Number: LTB-T-078816-24

In the matter of: 2, 124 MAIN ST W
HUNTSVILLE ON P1H1W6

Between: Elena Mamychева Tenant
Vitali Mamychева

And

1000976838 ONTARIO INC. Landlord
Basanti Gautam

Elena Mamychева (EM) and Vitali Mamychева (VM) (the 'Tenant') applied for an order determining that 1000976838 ONTARIO INC. and Basanti Gautam (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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on January 12, 2026.

The Landlord's Legal Representative, Shalini Puri, Landlord 1000976838 ONTARIO INC's agent, Vikramjit Singh Randhawa (Mr. Randhawa), and the Tenant attended the hearing.

Preliminary Issues:

Issue one—Amendment.

1. At the outset of the hearing, the parties consented to amend the application to add, Basanti Gautam, as a respondent Landlord in the application. The application is amended accordingly, and it is reflected in this order.

Issue two—is VM a tenant?

2. On June 9, 2025, EM filed a request to amend the application adding her husband VM as an applicant Tenant in the application. EM testified that when they moved into the rental

unit in 2014, VM signed the lease agreement with the previous landlord. She could not find a copy of the written lease agreement to provide to the Board. VM also testified that he was the only tenant who signed the lease in 2014 and that the lease listed him along with his other five family members, which included his wife EM. Furthermore, the evidence from both parties shows that VM pays rent every month directly to the Landlord. Under section 2 of the *Residential Tenancies Act, 2006* (the Act), I am satisfied that VM should be added as an applicant Tenant in the application.

Issue three: is EM a tenant?

3. The Landlord's Legal Representative submitted that no written lease was filed, and that ownership has changed twice since the family moved into the unit. The current Landlord does not have a copy of the lease, does not know whether EM is a tenant or an occupant, and says EM lacks standing to file the application. Section 185(1) of the Act requires that an application be filed in the approved form, include the prescribed information, and be signed by the applicant. The Landlord argued that if EM is only an occupant, she cannot sign and file the application, and it should be dismissed.
4. EM testified that her name was listed on the lease and that since moving into the unit she has been the main person communicating with the previous landlord, the current landlord, the former landlord and the former landlord's superintendents. EM also submitted a Board order, file number CET-90100-19, issued on a tenant application she filed in 2019, in which the Board listed her and her husband as tenants. The previous landlord did not challenge that order on this issue. She says she should therefore be listed as a tenant under this tenancy.
5. Before determining whether EM has the right to file the application, I must decide whether EM became a tenant by implied tenancy after the family moved into the unit. Based on the evidence and the parties' submissions, I find on a balance of probabilities that the wife, Elena Mamychева, is a tenant.
6. Under the Act a tenancy agreement can be written, oral, or implied. An implied tenancy may be created by the conduct of the parties. I rely on the husband's testimony that the lease identifies him with four family members including the wife. I rely on the pattern of direct communications between the wife and the Landlord concerning tenancy matters, which is consistent with the role of a tenant and not merely an occupant.
7. I give modest weight to the prior Board order that named both EM and VM as tenants, which supports continuity of the tenancy the new landlord acquired. More persuasive is the uncontradicted facts that the lease naming page identified the wife with the household, that the wife dealt directly with the landlord on tenancy issues over time, and that the new Landlord took the tenancy as it existed on purchase. These factors are indicia of a tenancy relationship. Even without her signature, the combination of being named on the lease face, consistent communications with the Landlord in the role of a tenant, and the absence of evidence that she was treated as a mere occupant together support an implied tenancy. I am not persuaded by the absence of the wife's signature alone, as section 2 permits an implied tenancy in the circumstances. Rent being paid by the husband does not displace these indicia. Accordingly, I confirm that the wife, EM, is properly named as a tenant in this proceeding. This part of the application remains the same.

Determinations:

8. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
9. The rental unit is a three-bedroom, one bathroom, one kitchen apartment located on the second floor of a triplex. The Tenant and the family moved into the unit in September 2014, and the monthly rent is \$1,188.00.

Substantial interference and Harassment, etc.

Basement storage unit:

10. The Tenant testified that they had permission from their first landlord that they could use the basement to store their property. The terms of the tenancy do not change because ownership has been transferred.
11. The Tenant testified that the first landlord permitted the family to use the basement to store property. The terms of the tenancy do not change because ownership has been transferred. The Tenant testified that the Landlord purchased the property by August 2024. Beginning in September 2024, the Landlord contacted the Tenant multiple times by phone and emails, insisting that the basement be cleared. The Tenant said they refused to remove their items and that the emails stopped as of September 23, 2024. Emails dated September 5, 19, 21, and 23, 2024 were filed. The Tenant says these emails amounted to substantial interference with reasonable enjoyment and harassment.
12. The Landlord's agent, Mr. Randhawa, testified that he purchased the property in 2024 and did not receive a lease or tenancy records from the prior landlord despite asking the prior landlord's lawyer for tenant names and copies of lease agreements. He stated that the basement is a shared service area used by all three tenants. He said that shortly after purchase he was told by a former superintendent and by the city that combustible materials in the basement created a safety concern, and he emailed the Tenant to stop using the basement at that time. He later learned from the prior landlord's agent that there was a Board order relating to basement access, obtained that order, file number CET-90100-19, in September or October 2024, and after reviewing it he ceased sending emails restricting the Tenant's use.
13. Section 22 of the Act provides that a landlord shall not at any time during a tenant's occupancy substantially interfere with the reasonable enjoyment of the rental unit or the residential complex for all usual purposes by a tenant or the tenant's household. Section 23 provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
14. Based on the evidence before me, I do not find that the September 2024 emails substantially interfered with the Tenant's reasonable enjoyment of the unit or the residential complex. The Landlord provided credible evidence that he was informed of safety concerns about items stored in the basement and took a reasonable step by requesting removal before knowing of any arrangement with the prior landlord. Neither the Tenant nor the prior landlord provided Mr. Randhawa with the Board order before those

emails were sent, and the Tenant did not respond to explain the prior arrangement. Once Mr. Randhawa received the Board order, he stopped sending such emails. In the circumstances, I find the Landlord's conduct reasonable. I also do not find that the tone or frequency of the emails amounted to harassment.

Request to pay hydro:

15. The Tenant testified that the rent included hydro under an agreement with the first landlord and that, after purchase, Mr. Randhawa requested that the Tenant pay hydro separately. The Tenant said requests began in August 2024 and that on September 5, 2024, the Tenant refused by email, and they allege substantial interference and harassment.
16. Mr. Randhawa testified that the Tenant did not provide the written lease and that he was not informed that rent included hydro. He said that in September 2024 the former superintendent advised that rent included hydro, after which he transferred the account into his name and made no further request.
17. On the evidence, I do not find that the Landlord's two email requests in August and on September 3, 2024, substantially interfered with reasonable enjoyment. There is no evidence that the Tenant notified the Landlord of the original agreement before that time, and the Landlord's uncontradicted testimony is that once he learned of the agreement, he made no further request. In these circumstances, the emails were not unreasonable and do not amount to harassment.

Eviction threat:

18. The Tenant testified that on September 18, 2024, Mr. Randhawa emailed that he intended to move into the unit without serving proper notice. They say that in August 2024 he had indicated the purchase was for investment and they view the later statement as retaliatory.
19. Mr. Randhawa testified that by September 18, 2024, he planned to move his family into the unit. He acknowledged that he had earlier described the purchase as an investment but said plans changed. He did not serve an N12 at that time because he did not have accurate tenant names and feared delay from error. He said the Tenant refused to provide names and that proper notices were not served later because the property was sold in May 2025.
20. On this record, I do not find that Mr. Randhawa's conduct was unreasonable. I accept that plans changed after purchase. The Tenant filed no persuasive evidence to the contrary. The record shows repeated requests that EM provide the names of all tenants in the unit and no response. Where a landlord is uncertain about the identity and number of tenants, service of a proper legal notice is not possible. The September 18, 2024, email does not amount to harassment.

Request the Tenant's name:

21. The Tenant also alleges that emails between September 3 and September 21, 2024, contained unreasonable requests for legal names. I disagree. It is reasonable for a new landlord to request a copy of the lease and the tenants' names upon purchase of a

property. Mr. Randhawa testified that the occupants of the other units provided their information and that only EM and VM declined to provide household names. He requested the names for administration, insurance, and life safety purposes so that emergency responders and insurers would know how many people reside in the building. At the hearing the Tenant said a copy of the lease exists but could not be located and was not provided to Mr. Randhawa, and the requests were not answered. I find the conduct reasonable and not a substantial interference with reasonable enjoyment or harassment. This portion of the claims is dismissed.

Withheld or interfered with vital services or care services:

22. At the hearing, the Tenant sought to withdraw this claim, stating that the wrong box was selected in the application.

Other maintenance issues:

23. The Tenant's application references maintenance and repair issues including a broken window and cold-water issue. These issues fall under section 20 of the act and not under section 22.
24. Substantial interference with reasonable enjoyment is very broad and general claim and could potentially encompass any number of issues that could arise during a tenancy. However, when an issue raised in an application falls under a more specific and applicable section of the Act, the case of *Onyskiw v. CJM Property Management Ltd., 2016 ONCA 477* confirms that the Board must interpret the general claim in harmony with the more specific provision. Therefore, in my view, it is not appropriate to permit that type of claim to be filed under a T2 application so that a tenant may circumvent section 20 of the Act.
25. The Tenant's maintenance and repair claims in the application are dismissed as they should be brought under section 20 of the Act.
26. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
27. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant's application is dismissed.

January 21, 2026
Date Issued

Joy Xiao
 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.