



Order under Section 31 Residential Tenancies Act, 2006

Citation: Gunnis v Boakye-yiadam, 2026 ONLTB 7293

Date: 2026-01-28

File Number: LTB-T-059496-25

In the matter of: Basement, 43 POWELL DR
BRAMPTON ON L6R0L1

Between: Monique Gunnis Tenant

And

Dora Boakye-yiadam Landlord
Collins Boakye-yiadam

Monique Gunnis (the 'Tenant') applied for an order determining that Dora Boakye-yiadam and Collins Boakye-yiadam (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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on August 18, 2025.

The Landlord's Agent Ama Anim, the Landlords and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay compensation to the Tenant.

Background

2. The residential complex is a house that consists of two rental units. The Tenant resides in a basement rental unit, and the Landlord Dora Boakye-yiadam resides in the other unit. This Landlord only rents a room and shares the unit with 2 other tenants. However, this Landlord has also been out of the country for two years.
3. Canada Post serves the complex via a community mailbox that is shared by both rental units.
4. The Landlord is responsible to pay Electra for hydro and Enbridge for heat and hot water.

5. The lease agreement provided that the Tenant was responsible to pay their share, 25% of electricity, heat and water within 14 days or the invoice provided to the Tenant. See DOC-6216041 at page 5.

Monique Gunnis testimony

6. The Tenant alleged that on two occasions that parcels delivered to the rental went missing. They stated that they had reported the first missing parcel to the Landlord on January 22, 2025. They stated it was a gift worth \$480.00.
7. The Tenant stated it had been ordered by a friend to be delivered to the rental address. However, the address was only "43 Powell Drive", see DOC-6174305. They stated that the Landlord had checked with the other tenants, and they had indicated the parcel had been left outside.
8. The second delivery was on July 11, 2025. The Tenant states that the other tenants had advised that they had lost the mailbox key, and that the Landlord did not have one. The package was eventually provided on July 15, 2025. The Tenant stated that this package was worth \$157.00.
9. The Tenant testified that electricity had been turned off on June 19, 2025, and was restored on June 20, 2025.
10. The Tenant testified that the hot water has been off since July 15, 2025, when Enbridge shut off the gas to the house that served the furnace and hot water tank.
11. The Tenant testified that they had to shower at their gym, or sisters house, and take laundry to sisters house. They were unable to properly clean dishes with cold water.

Collins Boakye-yiadam testimony

12. They stated that the missing parcel was not addressed to any tenant residing in the building at that time in January 2025.
13. They stated that their mother is the other Landlord, and they occupy a room in the unit. They stated that their mother has been out of the country for 2 years. Another room is rented to a family friend and two siblings reside in a third room. There is a fourth bedroom that is vacant.
14. They stated that they did not provide a key to the community mailbox because it never came up.
15. They stated that the electricity had been disconnected due to non-payment. They confirmed that the Landlord is responsible to pay Electra.
16. They stated that Enbridge had disconnected the natural gas, that served the hot water tank and furnace. They confirmed that the Landlord is responsible to pay Enbridge. They stated that they have no idea when the natural gas will be restored because they are in process of obtaining a loan to pay that bill.

Ama Anim testimony

17. They are the Landlord Dora Boakye-yiadom daughter. They stated they are the first person for the Tenant to contact when there are issues. They stated they do not live at the rental unit.
18. They stated that they did see the package that went missing, that they had taken it inside the rental unit, and then placed it back outside. They stated that they did not recognize the name of the person it was addressed to. They stated that they were aware that the Tenant's sister had mail directed to the rental unit. They confirmed that they did not check with the Tenant to see if it was something they were expecting. They stated that they noticed that the package was gone the next morning on January 23, 2025.

Analysis

19. The Landlord admitted they are responsible for paying the electricity and gas bills and that due to non-payment they had been disconnected.
20. The Landlord admitted that they did not provide a key to the community mailbox to the Tenant. They also admitted that the missing parcel had been taken into the rental unit and that they did not check with the Tenant about it. In my view, the Landlord is responsible for mail delivery to the Tenant in a timely manner, and for the security and protection of parcels delivered to the rental unit. They ought to have verified with the Tenant regarding the parcel, even if it was not addressed to the Tenant. Only they should they return the parcel to the sender rather than leaving a parcel outside and unsecured.
21. Therefore, I find that the Landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
22. I also find that the Landlord interfered with the Tenant's vital services, hydro, heat and hot water.

Remedies

23. The Tenant requested a rent abatement for the loss of hydro and the ongoing loss of hot water and heat.
24. I am satisfied that a rent abatement for the loss of hydro is appropriate. An amount of \$121.64 for two days is appropriate in all the circumstances.
25. The Tenant is without hot water and heat. The Landlord has no indication when they might pay that outstanding bill. As a result, I am satisfied that the Tenant is entitled to a 25% rent abatement from July 15, 2025, until such time as the natural gas is restored and the hot water and heat are working properly. Therefore, an abatement of 462.50 per month shall be ordered commencing August 2025. An amount of \$925.00 shall be ordered for the period July 15-31, 2025.

26. If the natural gas is not restored by September 1, 2025 when heat is defined as a vital service in O. Reg 516/06 then the rent abatement shall increase to 50%, totalling \$925.00 per month until heat is restored.
27. The Tenant has also claimed out of pocket expenses in amount of \$703.69 for various expenses commuting, gym membership dining out. I am satisfied that the amounts claimed are reasonable in all the circumstances. I have not awarded compensation for lost time.
28. The Tenant also claimed the value of the missing packages. However, the Tenant testified that the second package had been delivered albeit late because the Landlord or the other tenants had lost the keys to the mailbox. I am satisfied that the Landlord was responsible for the first package that went missing when they failed to secure it and confirm with the Tenant if they were expecting it. Therefore, the amount of \$480.00 shall be ordered.
29. The Tenant also requested an order to have the Landlord provide all bills to the Tenant where their portion is split. If the Landlord has not been providing the actual bills to show the Tenant's portion, that an order to that effect shall go out. In addition, it is likely that there will be late fees, and connection fees associated with the disconnection and connection of these services, and it would be unfair for the Tenant to pay a portion of those expenses, particularly where the Landlord is responsible to pay them. Therefore, the Landlord shall be ordered to cover all those expenses, that they cannot be shared with the Tenant.
30. The Tenant paid an application fee of \$48.00 and is entitled to be refunded this amount.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$2,440.93. This amount represents:
 - \$746.64 for the total rent abatement for July 2025
 - \$462.50 for the rent abatement for August 2025.
 - \$480.00 for lost package
 - \$703.69 for out-of-pocket expenses
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 8, 2026.
3. Commencing September 1, 2025, the Tenant's rent abatement will rise to 50% per month until the natural gas is restored.
4. If the Landlord does not pay the Tenant the full amount owing by February 8, 2026, the Landlord will owe interest. This will be simple interest calculated from February 9, 2026, at 4.00% annually on the balance outstanding.
5. If the Landlord does not pay the Tenant the full amount owing by February 9, 2026, the Tenant may recover this amount by deducting it from the lawful monthly rent until the total amount has been recovered.
6. The Landlord shall provide to the Tenant a copy of all electricity and natural gas bills when they request that the Tenant pay their 25% share.

7. The Landlord shall provide all such bills for the period July 23, 2024 to date. The Tenant shall not be responsible for late fees, and interest, disconnection and connection fees. If the Tenant has been overcharged, they may also deduct this amount from the lawful rent until the overcharges have been recovered.
8. The Landlord provided a spreadsheet of gas and electricity charges from March 2022 to August 2025 at DOC-6216041 at pages 11-12. If the Landlord does not provide copies of the original bills to the Tenant as ordered above, the Tenant may deduct 10% from the amount owing for the period August 2024 and onward to ensure that they have not been overcharged for late fees, interest and other charges.
9. If the Tenant has outstanding arrears or an amount outstanding for their share of the electricity and gas charges, the Landlord may deduct the amount owing from the amount that the Landlord must pay to the Tenant.
10. If the parties are unable to agree on a reconciliation of amounts owing, the Tenant may wish to obtain legal advice to determine if it would be appropriate to file a T1 application.
11. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 28, 2026
Date Issued

Robert Patchett
Vice Chair, 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.