



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-076244-23

In the matter of: 42 ANGELUCCI DR
BRAMPTON ON L6P1G7

Between: Salisha Dookran Tenant

And

Sunny Imudia Landlord

Salisha Dookran (the 'Tenant') applied for an order determining that Sunny Imudia (the 'Landlord'):

- entered my 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 October 14, 2025.

The Tenant, the Tenant's representative, Vashtie Doorga and the Landlord's representative, Jasleen Narula attended the hearing.

Preliminary Issue

1. At the outset of the hearing the Landlord's representative requested an adjournment as the Landlords were not able to participate as they had flown out of country for a family emergency.
2. The Tenant opposed the adjournment request. The Tenant testified that this matter was adjourned previously, on December 7, 2023, by the adjudicator, and February 28, 2024, on consent with both parties. The Tenant testified that they received no notice to reschedule until the date of the hearing. The Tenant testified that the Notice of Hearing was sent out on May 9, 2025, and would prejudice the Tenant in delaying any further as it would cost the Tenant more in legal fees to proceed.
3. While asking the Landlord's representative when the Landlord's had informed the representative that the Landlord was not able to attend the hearing the Landlord's

representative, they were advised by their client a week prior to the hearing. When asked why the Landlord was unable to join by zoom and/or by telephone, the Landlord's representative claimed there were issues with the internet, and they would have no access to call in. Further when asked to produce the flight tickets to confirm that they were purchased in late manner, all that was produced from the Landlords was a confirmation of check in and no information on when the Landlord purchased their tickets.

4. After considering the parties' submissions, I denied the Landlord's request for an adjournment. The Board has a duty to control its process and ensure the most expeditious proceedings. The Landlord did not provide any attempts to contact the Tenant for their consent to reschedule or reason why the Landlord was not able to attend the hearing prior to the hearing.
5. The Landlord's representative had advised that they only been retained to speak to the adjournment request, the legal representative then proceeded to stay as an observer for the remaining of the hearing. The hearing proceeded uncontested as of 11:45 am as the Landlord did not attend the hearing.

Amendment Request

6. Prior to the hearing, the Tenant had filed a request to amend their application, the Tenant's Representative had served the Landlord on September 30, 2025. The Tenant had provided the certificate of service to the Board. I find that the amendment was served in accordance with the Board's *Rules of Procedure*, I granted the amendment.

Determinations:

7. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$513.32 on or before February 13, 2026.
8. The tenancy commenced on August 1, 2019, where the Tenant resided in the basement rental unit with her children and the Landlord resides on the main floor of the address. The tenant vacated the rental unit on May 31, 2024.

Illegal Entry

9. The Tenant alleges that on October 6, 2023, the Landlord and/or the Landlord's spouse entered the rental unit without notice, removed and damaged the Tenant's personal doorbell camera, and discarded several personal items including entrance mats, shoes, and a floral wreath. The Tenant provided videos, which the Tenant submits show the Landlord's spouse at the door area removing and disposing of these items.
10. The Tenant testified that no written or verbal notice of entry was provided and that the doorbell camera that was installed for safety and to monitor repeated disturbances, was removed and discarded without consent.
11. Upon review of the video evidence, the camera was positioned outside the entrance to the basement rental unit, facing the shared stairwell leading to the unit. It was uncontested that

the individual in the video was the Landlord's spouse. The video shows that person removing items, including mats and shoes, from the stairwell area. The stairwell forms part of the common area of the residential complex and not the interior of the Tenant's rental unit.

12. While I accept that the Landlord's spouse handled and removed the Tenant's personal belongings, no evidence was presented to establish that either the Landlord or their spouse entered the rental unit on that date. The Tenant's own video evidence does not show an entry through the unit's door, and the Tenant did not provide corroborating testimony or documents that the entry occurred. The Tenant also had acknowledged that the videos were outside of the rental unit in the common area.
13. Therefore, on a balance of probabilities, I am not satisfied that the Landlord entered the rental unit on October 6, 2023. Although there is the alleged removal of the Tenant's belongings from the shared stairwell, it does not meet the threshold for illegal entry under section 27 of the *Residential Tenancies Act*, 2006 (the 'Act'). Therefore, this portion of the application relating to illegal entry is dismissed.

Substantial interference

Illegal Rent Increase Request

14. The Tenant stated that the Landlord had requested an illegal rent increase during here tenancy. The Tenant had explained that during the tenancy the Landlord had increase the lawful monthly rent from \$1,400.00 per month to \$1,500.00 per month. The Tenant testified that she had began to pay the Landlord \$1,500.00 on September 1, 2022, to September 1, 2023, and had made all consecutive payments for 12 months. The Tenant then testified during the hearing that the Landlord requested another increase for \$1,700.00 per month and had provided text message exchange between the Tenant and Landlord, where the Landlord asks for rent to be increased to \$1,700.00 on September 6, 2023. The Tenant provided the text messages to the Board.
15. While I note that this issue would be more appropriate to be filed under a T1 Application for illegal money collected, section 135.1(1) of the Act states an increase of rent that would otherwise be void under subsection 116(4) is deemed not to be void if the tenant has paid the increase rent in respect of each rental period for at least 12 consecutive months. As the Tenant testified that they have paid for 12 consecutive months between September 1, 2022, up to and including September 1, 2023, and submitted this application on September 27, 2023, would result that the rent increase as complied.
16. The Tenant further testified that the Landlord substantially interfered with her reasonable enjoyment of the rental unit by requesting a further rent increase from \$1,500.00 to \$1,700.00 per month. The Tenant testified that she refused the rent increase multiple times and that shortly thereafter the Landlord served an N12 Notice to End the Tenancy. While I note that the Landlord's related application was ultimately dismissed, I find that a request for a rent increase does not amount to substantial interference within the meaning of section 22 of the Act. There was insufficient evidence before me to establish that the mere request for an increase materially interfered with the Tenant's reasonable enjoyment of the

rental unit. Accordingly, this allegation does not meet the required threshold of substantial interference.

Noise

17. The Tenant alleges that on September 20, 2023, the Landlord or their household members made excessive and intentional noise, including stomping and banging, occurring regularly between 4:00 a.m. and 6:30 a.m. and in the evenings after 5:00 p.m. The Tenant testified that the noise began after they refused an illegal rent increase of \$100.00 and that the disturbances were intended to intimidate them into vacating. The Tenant testified that this was an ongoing occurrence until she moved out of the rental unit.
18. The Tenant provided recordings showing elevated decibel readings, including an October 7, 2023, video measuring over 83 decibels. The Tenant also produced text messages sent to the Landlord complaining about the ongoing stomping and late-night disturbances. The Tenant explained that these incidents caused sleep disruption, fear, and anxiety for their children.
19. Under section 22 of the Act, a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes by a tenant or members of their household. The Board's Interpretation Guideline 6 clarifies that substantial interference must be more than minor inconvenience and considers the frequency, duration, and impact of the interference.
20. Based on the frequency, duration, and severity of the noise disturbances, and the uncontested evidence before me, I find that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit. The pattern of noise, the timing of its onset following a rent dispute, and the resulting impact on the Tenant's household support this conclusion. The Tenant had claimed that the noise issue had been occurring until May 2024, however no evidence was before me to substantiate the longevity of the issue occurring more past the month of October 2023. Therefore, I am only granting a remedy for one month.
21. Based on my knowledge of similar cases, I am satisfied that a rent abatement of \$300.00 adequately reflects the ongoing disruption the Tenant has experienced as a result of the Landlord's noise disruption. The rent abatement is calculated from 20% of the lawful monthly rent. ($\$1,500.00 \times 20\% = \300.00).

Harassment

22. The Tenant alleges that the Landlord, or their agent, engaged in a pattern of harassment.
23. The T2 application alleges that the Landlord created a hostile environment by repeatedly knocking on the door.
24. The Tenant testified that the Landlord would knock on the door in attempts to speak to the Tenant. The Tenant provided an exchange of text messages showing that the Landlord was knocking on their front entrance. I note on the application the Tenant does not specify dates or time of these occurrences and furthermore the Tenant had testified this was an ongoing occurrence but only provided text messages on November 3, 2022 in which the

Landlord notified that their son was going to come by the front door to collect the money in which the Tenant said they gave the lawful rent to the Landlord. Further, more messages were provided in on September 21, 2023, in which the Landlord is wishing to speak to Tenant. The Tenant testified that these occurrences of knocking on the door were troubling and hard as the Landlord knew she had a catheter and was not able to answer the door.

25. Although the Act does not define 'harassment', it is generally understood to be a course of conduct that is considered to be most unwelcome.
26. While the Tenant alleged that the Landlord's door knocking throughout the tenancy constituted harassment, the evidence before me does not support a finding of a course of conduct within the meaning of section 23 of the Act. The Tenant provided only two text message exchanges, occurring nearly a year apart, which reference attempts by the Landlord to speak with the Tenant. There was also some testimony regarding the frequency of the alleged conduct, but no submissions were given on the duration or intensity of the conduct to establish harassment. Accordingly, the Tenant's claim for harassment is dismissed.

Vital Services

27. The Tenant alleges that the Landlord withheld vital services by intermittently shutting off electricity and water to the unit on October 1 to 3, 2023, and October 10, 2023. The Tenant testified that these shutoffs occurred shortly after they refused to vacate the unit and that the outages rendered them unable to cook, bathe, or preserve food. The Tenant stated they lost groceries due to spoilage and submitted receipts and itemized costs.
28. The Tenant's testimony was supported by videos showing the lack of running water and power in the rental unit. The Tenant testified that they contacted bylaw enforcement, but power was restored before the inspection. The Tenant testified that she believes that she had contacted them but was unsure as she had stated they were not communicating because of the rent increase issue.
29. Section 21 of the Act prohibits a landlord from withholding vital services, including water and electricity. While I accept that the Tenant experienced intermittent interruptions to services during the relevant period, there was insufficient evidence before me to establish, on a balance of probabilities, that the Landlord intentionally or otherwise caused those interruptions. The Tenant did not provide evidence confirming that the Landlord controlled the utilities or took steps to shut them off. Further, the video evidence showed that electricity remained available in some areas of the basement unit while power was unavailable in others, which is inconsistent with a deliberate shut-off of vital services by the Landlord. In the absence of any evidence to corroborate that the Landlord intentionally withheld vital services, I find that the Tenant has not met the burden of proof. Accordingly, this portion of the application is dismissed.

Remedies

Rent abatement

30. The Tenant requested for a rent abatement for \$1,575.00. The Tenant testified the calculation was based off the difference of the rent increase issues and a week without vital services power based on the allegations the Landlord withheld. As noted above, I did not grant the rent increase claim or the vital services claim by the Tenant. However, I find that a rent abatement for the substantial interference for noise is appropriate in the amount of \$300.00. This calculation is based off 20% of the lawful monthly rent for the month of October 2023. The Landlord shall pay \$300.00 to the Tenant for rent abatement.

Landlord must stop activities

31. The Tenant requested the Landlord to stop interfering with peaceful enjoyment of their rental unit. At the time the application was heard, the Tenant confirmed that they had moved out of the rental unit making this remedy moot, therefore the remedy is not considered.

Repair or replace property

32. The Tenant requested compensation in the amount of \$5,521.53 for various items she alleged were damaged, lost, or required as a result of the Landlord's conduct. These items included multiple generators, decibel readers, dash cameras, indoor security cameras, a doorbell camera, locksmith expenses, and food replacement costs. The Tenant provided a list of purchased items and receipts in support of this claim.
33. As set out above, I have found that the only allegation proven on a balance of probabilities was the Landlord's substantial interference with the Tenant's reasonable enjoyment arising from noise. The Tenant testified that certain items, including the decibel reader, were necessary to demonstrate the Landlord's conduct. While I accept that the Tenant purchased the decibel reader for this purpose, I do not find that this expense was necessary to establish the conduct at issue. Claims based on Noise before the Board are assessed based on the nature, frequency, timing, and impact of the disturbance, rather than precise decibel measurements. The Tenant's evidence did not require specialized equipment to be persuasive. I therefore find that the cost of the decibel reader was not reasonably incurred. The Tenant also claimed locksmith expenses, however, these costs arose from alleged conduct of the Landlord that was not pleaded in the application. As the Board's jurisdiction is restricted to matters properly before it, I have no jurisdiction to consider or award compensation for these expenses, therefore these were not considered. The remaining claimed items, including generators, dash cameras, and food costs, were not shown to arise from the proven noise interference and are denied.
34. With respect to the security cameras, I am satisfied that the Tenant has proven, on a balance of probabilities, that the Landlord's spouse removed and disposed of the Tenant's doorbell camera and two cameras forming part of the five-camera security system. This finding is supported by the video evidence reviewed earlier in this decision. However, the Tenant testified only 2 cameras of the 5 camera system were damaged and therefore, I grant compensation limited to the reasonable replacement cost of the doorbell camera and two cameras from the five-camera system only. The amount of compensation that shall be granted is \$165.52 ($\$305.09 / 5 \text{ cameras} = \$61.01 \times 2 \text{ cameras} = \$122.02 + \$43.50 \text{ for the doorbell camera}$).

Out of pocket expenses

35. The Tenant requested an order from the Board ordering the Landlord to pay the Tenant for out of pocket expenses they incurred to hire a legal representative.

Interpretation Guideline 3: Costs

A Member has the discretion to require a party, a party's agent or a party's legal representative to pay, as costs, any representation or preparation expenses of another party where the conduct of the party, a party's agent or a party's legal representative was unreasonable. Conduct is unreasonable if it causes undue expense or delay...

Other Costs

A party who wants to claim costs in addition to the application fee should be prepared to speak to the matter and to provide support for the claim. The other party will also be allowed to make submissions on the issue.

36. While the Board may order a party to pay the costs of another party, costs to a successful party for the preparation/representation fees paid to a legal representative are generally only awarded in cases of unreasonable conduct. Similarly, the Board will generally only allow costs for other expenses incurred by the successful party (e.g., travel, expert reports, etc.) where there has been unreasonable conduct by the opposing side.
37. Given the Board's Interpretation Guideline 3 on costs, the Tenant did not provide any evidence the opposing party's conduct was unreasonable. In the absence of any evidence to support the Tenant's claim for the cost of the Tenant's legal representative's legal fees, this remedy request is denied.

The Landlord must return my property

38. The Tenant had requested that the Landlord to return their property in their possession which was specified as the cameras, however, since I found that the Landlord shall pay for the replacement of the cameras in the previous remedy, I find this remedy is moot and shall not be granted.

Other remedies

39. The Tenant requested other remedies that which I understood to be the same as the Landlord must stop activities. Similarly, this remedy requested is moot as the Tenant had vacated the unit, therefore no remedy shall be considered.
40. The Landlord shall pay \$48.00 to the Tenant for the cost of filing this application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$513.52. This amount represents:

- \$300.00 for a rent abatement.
 - \$165.52 for the replacement costs.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 13, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by February 13, 2026, the Landlord will owe interest. This will be simple interest calculated from February 14, 2026, at 4.00% annually on the balance outstanding.
 4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

February 2, 2026
Date Issued

Joshua Labbe
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.