



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: DUARTE v LEE, 2026 ONLTB 11526

Date: 2026-02-04

File Number: LTB-T-041575-22-RV

In the matter of: 172 HURON STREET
TORONTO ONTARIO M5T2B4

Between: NATHALIA DUARTE Tenant

And

GREGORY S. LEE Landlord

Review Order

NATHALIA DUARTE (the 'Tenant') applied for an order determining that GREGORY S. LEE (the 'Landlord') :

- entered the rental unit illegally(T2).
- harassed, obstructed, coerced, threatened or interfered with the Tenant(2).
- withheld or interfered with vital services (T2): and
- failed to meet his maintenance obligations under the Residential Tenancies Act, 2006 (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 application)

This application was resolved by order LTB-T-041575-22 issued on July 24, 2024.

On August 16, 2024, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 24, 2025 interim LTB-041575-22-RV-IN2 was issued, cancelling the order issued on August 16, 2024 and directing the matter to a rehearing.

This application was heard together with LTB-T-061817-22 by videoconference on June 16, 2025.

At the request of the tenants the common evidentiary material, with necessary exceptions, was applied to each application.

Only the Tenant, the Tenant's legal representative Seema Kwar and student at law Madura Muralitharan attended the hearing

Background

1. The Tenant moved into the rental unit - a room of 172 Huron St, Toronto on January 6, 2022 and vacated on May 2, 2022. The Tenant paid the lawful rent of \$830.00 per month.
2. The Tenant resided at the rental property with two other female student tenants who also rented a room in the same complex. Each tenant had an individual lease agreement with the Landlord and shared common areas of the home.
3. The property located at 172 HURON STREET TORONTO is not licensed by the City of Toronto as a rooming house.

T2 Application

4. The Tenant's amended application alleges the following as against the Landlord:
 - a) Illegal entries;
 - b) sexual harassment;
 - c) improper use of surveillance cameras;
 - d) deliberate interference with reasonable supply of heat;
 - e) intentional misrepresentation to the tenants on their rights;
 - f) unlawful tenancy agreement provisions;
 - g) failure to supply rent receipts upon the tenant's request

Illegal entries

5. The Tenant alleges that during her tenancy, the Landlord illegally entered the residence 5 times between the period of January 8 and March 16, 2022 as follows: January 8, 31, 2022, February 23, 2022 March 12 and 16, 2022. These entries were evidenced in Appendix A in support of the application filing and outlined in DOC-261477 on pages 3-5.
6. The Tenant outlines that of the 5 dates as outlined, she was not provided a notice of entry for January 8, 2022 although a notice was provided to another tenant, and that 4 of the entries did not meet the intent of s. 27 of the Act where it is outlined that a landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before entry.
7. The Tenant alleges that in the notice of January 27, 2022, the Landlord indicated that he would be at the rental unit in 3 to 4 days and did not specify the reason for entry. And as the reason or date was not specific the Landlord did not meet the intent of s. 27. However, in this instance, the Landlord did not attend the rental property at all.

8. When asked to provide proper notice, on February 1, 2022 by way of email communication, the Landlord questioned the Tenants' request and suggested that they were doing illegal acts on the premises.
9. On March 5, 2022 the request for proper notice was again reiterated which was said to have been ignored by the Landlord.
10. Lastly that on March 11, 2022 via email, the Tenants informed the Landlord that his illegal entries made them feel uncomfortable yet that their message was ignored and that the Landlord once more attend on March 12, 2022.
11. While the Tenant evidence a total of 10 entries during the same period as outlined in paragraph #6, I have not considered the allegations of illegal entries on those dates for which notices were provided and the Landlord did not attend. And where the Landlord remained in the yard of the property for which a notice was provided in connection to the March 6, 2022 intended inspection as it was not clear to me when the Landlord attended as the notice outlined attendance on a Sunday or a Monday.
12. The Divisional Court in *Wrona v. Toronto Community Housing Corporation* found that while a landlord is not required to specify the exact hour and minute of a required entry into a rental unit, a written notice providing for a nine hour period for entry to permit the landlord to carry out an annual inspection of smoke detector equipment does not comply with the requirements that the notice specify a time of entry between 8:00 a.m. and 8:00 p.m.
13. On the basis of the evidence before me, the Landlord while providing multiple notices, has not complied with providing notices of least 24 hours before entry on 4 of the occasions as complained of. While the Tenant seeks \$1,000.00 for each entry, I believe \$100.00 to be a reasonable amount for each entry, as this is not a case of a blatant disregard of the Act where a landlord may show up without any notice. And on the date of January 6, 2022 where the Tenant was not provided a notice directly, as this was her move in date there is insufficient information to make the determination that the landlord purposely omitted a direct notice to the Tenant. Therefore, the Landlord will be ordered to pay the Tenant \$400.00.

Sexually harassing conduct

14. The Tenant submitted that on January 1, 2022 the Landlord asked that she provide him with a photo of herself and of what she was wearing. And that on January 5, 2022 when the Landlord was picking her up at the airport that he sent her a message to freshen up.
15. That on January 17, 2022 the Landlord once more asked the Tenant to send photos of herself shovelling the snow.

16. That on January 31, 2022 during an alleged illegal entry into the rental property that the Landlord once more asked the Tenants to provide photos of themselves without their masks.

17. Sections 22 and 23 of the Act read as follows:

“22 A landlord shall not at any time during a tenant’s occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

23 A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.”

18. The Ontario Human Rights Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome. In some cases, one incident can be serious enough to be sexual harassment.”

19. On the basis of the evidence before me, I agree with the prior hearing member where it was outlined in paragraphs 23- 24 of LTB-T-061817-22 when he said that:

23. On each of the occasions where these requests for photographs was made the Landlord was meeting the tenants at the airport to transport the tenant to the residential complex. He was parked some distance from the arrivals area of the airport. In each case he asked the tenant to provide a photograph of what they were wearing at the time.

24. Under many circumstances such requests could be vexatious, obnoxious, actionable, inappropriate and violating.

25. However, these were very different circumstances. These events occurred during the COVID emergency, specifically on January 5, and January 7, 2022 respectively, and everyone, especially those traveling, were strongly encouraged, if not required, to wear surgical masks. In fact, the Landlord had specifically recommended a particular kind of face mask that he thought would provide optimal protection.

20. Additionally, while I understand that level of discomfort when being asked for a photo without a mask, I am not compelled by the evidence that the request originated from an improper or sexually motivated purpose.

21. As outlined in paragraph #38 of LTB-T-061817-22, which I also agree with where it was stated that:

“The Tenant did not assert that the Landlord had ever made any sexual innuendos, or approaches, used sexual profanity, made sexual allusions, suggestions, propositions, or proposals of a sexual nature to any of the tenants, at any time.”

22. Based on the foregoing, I find that the Landlord did not harass the Tenant, in my view the conduct complained of is not tantamount to sexual harassment.

Surveillance cameras

23. The Tenant provided video evidence in DOC- 2019367 and DOC-2019407 uploaded under LTB-T-061817-22, of surveillance cameras directed to the front entrance of the house and one covering the backyard. While raised as an issue, the Tenants noting that they had covered one of the cameras as they felt they were being watched by the Landlord, none of the cameras were directed to any of the rental units, in this case, the individual rooms nor were placed in areas to observe activities of the common areas of the rental complex.
24. On the basis of the evidence before me, I can not make a finding that the cameras were in place for an improper purpose, other than to presumably provide a level of surveillance for the property itself and for no other purpose.

Interference with reasonable supply of heat

25. The Tenant alleges there was inadequate heat in the unit. That the Landlord exercised complete control of the heat settings and despite ongoing complaints, the Landlord told the Tenants not to touch the thermostat. That the temperature readings in the rental units revealed temperatures as low as 16 degrees Celsius in January 2022. That when the Tenants called 311 for assistance the Landlord would change the setting but again lowered it subsequently, even though utilities were included in the lawful rent.
26. Based on the uncontested evidence more, I accept the evidence of the Tenant, that the Landlord controlled the thermostat settings and in turn, the rental unit did not have adequate supply of heat, that temperatures were well below the standard mandated in Ontario Regulation 516/06, which is 21 degrees Celsius.
27. The Landlord will be ordered to pay the Tenant a lump of \$100.00 for interference and withholding of adequate supply of heat, this corresponding with the remedy as claimed by the Tenant.

Rent Receipts

28. Based on the uncontested evidence of the Tenant requested rent receipts during the tenancy and were not provided. Section 109(1) of the Act specifically requires that Landlords provide such receipts upon request. The Landlord shall be ordered to provide rent receipts to the Tenant, if not already done so.

T6 Application

29. Subsection 20(1) of the Act states: A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.
30. In the application the Tenant alleges the Landlord breached his obligations under subsection 20(1) of the Act with respect to:
- pest control (mice infestation)

- inadequate heat
- fire protection
- mold

31. In *Onyskiw v. CJM Property Management Ltd.* 2016 ONCA 477 (CanLII), the Court of Appeal rejected the idea that any service or amenity interruption amounts to an automatic breach of the Act. Instead, the Court urged the Board to make a “contextual analysis” in each case, looking at all the facts before finding that a landlord breached the Act. As part of this analysis, the Court directed the Board to look at the essential nature of a tenant’s complaints and what steps, if any, were taken by the landlord, including their timeliness and efficacy.

Mice infestation

32. The Tenant and the other tenants reported the issue to the Landlord repeatedly, that the response was inadequate and that they had to purchase traps themselves.
33. The Tenant continued to report the issue to the Landlord throughout her tenancy, inclusive of January 27, 2022 when she sent a message to the Landlord on behalf of all tenants.
34. The Tenant testified that the presence of mice was extremely disturbing as they could be heard in the walls, seen in the rental unit and in common areas, especially the kitchen where traps were set, inclusive of the basement and bathroom.
35. Based on the uncontested evidence, there is no evidence that the Landlord responded to the concerns raised regarding mice. And the mere presence of traps does not satisfy the Landlord’s responsibility and obligation to maintain proper health and safety standards within the rental unit and residential complex. Accordingly, the Landlord will be ordered to compensate the Tenant.
36. The Tenant seeks an abatement of 25% or \$830.00 for the period from January 6 to May 2, 2022. Based on my knowledge of other such cases before the Board and in consideration of the evidence before me, and while the Tenant suggests an infestation, the evidence is indicative of mice presence, an award of \$200.00 for this period is fair in these circumstances.

Inadequate heat

37. As already outlined in the T2 portion of this order, the Tenant alleges there was inadequate heat in the unit. That in January and February 2022 temperature readings in the rental units were in the low teens, and well below the standard mandated in Ontario Regulation 516/06, which is 21 degrees Celsius. This was evidenced in DOC -2019538 on page 41 uploaded under LTB-T-061817-22.
38. That despite continuing complaints from the Tenant, the Landlord took no apparent steps to rectify this violation and compromised the health of the Tenant. The Tenants wore extra layers and used the kitchen stove to heat the property.

39. On the balance of probabilities, on the uncontradicted evidence of the Tenant, I find that the Landlord breached subsection 20(1) of the Act with respect to maintaining a requisite amount of heat to the Tenant's rental unit.
40. The Tenant seeks an abatement of rent of 25% or \$245.61 for the period from January 6 to February 11, 2022 and I find this to be an equitable award given the circumstances.

Smoke alarms

41. The Tenant asserted that of the 6-7 smoke alarms throughout the property, only 3 were in working order, this based on their own testing. However, that they did not raise this with the Landlord as they were afraid to tell him and did not want him to attend at the property anymore.
42. Where the Landlord has not been advised of the smoke alarms as a maintenance issue, the Landlord is still responsible for providing a safe and complaint rental unit. The Tenant is seeking an abatement of rent of \$170.00 or 5% for the period of January 6, 2022 to May 2, 2022. However, here there was no evidence adduced of the smoke alarms not working.
43. While an abatement of rent can not be considered, the Landlord will be ordered to have the property inspected to ensure that it brought into compliance with safety standards in this regard.

Mold in the residential complex

44. The Tenant submitted that when she moved in, they informed the Landlord of the presence of mold in the bathtub. That she tried cleaning it however was not successful in removing the mold, and as a result resorted to using the shower only during the tenancy. Even purchasing a new shower curtain. Photos as shown in evidence on page 34 of DOC - 2019538 uploaded under LTB-T-061817-22 demonstrate mold buildup in the tiles and grouting surrounding the bathtub.
45. On the balance of probabilities, on the uncontradicted evidence before me, I find that the Landlord breached his statutory obligation by failing to maintain the residential complex, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance.
46. The Tenant seeks an abatement of rent of 5% or \$161.98 for the period from January 6 to May 2, 2022, on the basis of the evidence before me, and the nature of the disrepair, 5% or \$161.98 I find is an equitable award given the circumstances.
47. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is **\$1,160.59**. This amount represents:
- \$400.00 for illegal entries;

- \$100.00 for interference with vital services;
 - \$607.59 for a rent abatement;
 - \$53.00 for the cost of filing the applications.
2. If the Landlord does not pay the Tenant the full amount owing on or before February 15, 2026, the Landlord will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.
 3. The Landlord shall also arrange for a fire inspection by the City of Toronto fire services within 30 days of this order.

February 4, 2026
Date Issued

Alicia Johnson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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