



**Order under Section 31
Residential Tenancies Act, 2006**

File Number: LTB-T-055574-24

In the matter of: 40, 116 WALLER STREET
WHITBY ON L1R2G3

Between: Patricia Prince Tenant

And

Prisma Non-Profit Residences
Richard Persaud
Fumi Adigun
Tony Astilla Landlords

Patricia Prince (the 'Tenant') applied for an order determining that Prisma Non-Profit Residences, Richard Persaud, Fumi Adigun and Tony Astilla (the 'Landlords'):

- 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.

This application was heard by videoconference on December 22, 2025.

The Landlords' legal representative Cathy Corsetti, the Landlord Richard Persaud, and the Tenant attended the hearing.

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

Substantial interference and Harassment, etc.

Preliminary Issues

2. The Landlords' representative made submissions that the Tenant served an amendment to their application on the evening before the hearing.

3. The Board's records show an e-mail with a subject line, "Amendment concerns re_ file#LTB-T-055574-24" attaching a 1-page document on December 21, 2025, that raises concerns an amendment to the Tenant's application may not have been received by the LTB.
4. There are no attachments to the document and no amendment has been filed with the Board. This matter was previously adjourned from an adjudicative case conference on June 10, 2025, for the Tenant to obtain legal advice and file the amendment.
5. The adjournment sheet from the adjudicative case conference notes that the Tenant intends to submit their request to "admit", which I interpret to mean "amend", within 30 days.
6. There was no request to amend filed with the Board and any request to amend the Tenant intended to be filed, or that was served on the Landlord, is not appropriate. It would be prejudicial to accept a request to amend that was only served to the Landlord the day prior to the hearing. Further, the Tenant did not file any request to amend since making that intention known in June 2025.
7. The Tenant's request to amend is denied.
8. The Landlord's representative also submits that the Tenant's application should be dismissed on the basis that the application is confusing and it's unclear what the Tenant is seeking for remedies.
9. The Tenant's application contains 13 dates with corresponding incidents. The Tenant's complaints relate to issues she experienced when housing another tenant of the residential complex whose rental unit was badly damaged by a fire.
10. The Tenant alleges that the Landlord did not act promptly enough to repair the other tenant's unit which resulted in the displaced tenant having to reside with the Tenant for a long period of time. The Tenant asserts that the living arrangements with the other tenant caused her significant distress.
11. The Tenant did not assert that the Landlord forced her to accept the displaced tenant but rather that the Landlord's delayed repairs caused the Tenant to provide lengthy accommodations to the displaced tenant.
12. The Tenant's application does not disclose a cause of action against the Landlord. The Tenant's own actions in permitting the displaced tenant to reside with her and any issues the Tenant encountered as a result, were not attributable to actions of the Landlord that could result in a determination that the Landlord has substantially interfered with the reasonable enjoyment of the Tenant.
13. Further, it was confirmed with the Tenant that she did not ask the displaced tenant to leave until one month before they voluntarily moved out. Therefore, the Tenant also failed to mitigate any damages they may have incurred.
14. The Tenant's application alleges substantial interference as a result of the Landlords' failure to repair another tenant's unit however, it was the Tenant's own decision to house the displaced tenant.

15. The Tenant's application essentially alleges substantial interference on behalf of the displaced tenant and in the absence of an allegation that the Landlord, by act or omission, substantially interfered with this Tenant, the Tenant's application must be dismissed.
16. The Tenant's application also alleges that another tenant threw cigarette butts from their balcony and a tenant permits their dog to defecate on the Tenant's front lawn which was not addressed by the Landlord. The Tenant also alleges that the door to the rental unit does not close properly resulting in their cat escaping.
17. The Tenant did not provide evidence in relation not these other allegations and did not seek to advance these claims at the hearing. Accordingly, I find the Tenant has abandoned those issues not raised.

It is ordered that:

1. The Tenant's application is dismissed.

February 3, 2026
Date Issued

Kyle McGraw
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.