



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

**Citation:** SOBTI v SHARMA, 2025 ONLTB 93569

**Date:** 2026-02-23

**File Number:** LTB-T-093452-25

**In the matter of:** 42 UTTER PLACE  
HAMILTON ON L8J0H7

**Between:** DEEPIKA SOBTI Tenant

**And**

USHA SHARMA Landlord

DEEPIKA SOBTI (the 'Tenant') applied for an order determining that USHA SHARMA (the 'Landlord'):

- 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 December 2, 2025.

The Landlord and the Tenant attended the hearing.

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

Harassment:

2. The Tenant testified that she moved into the home, which she rents a room in, on June 1, 2025.
3. The Tenant testified that she was initially paying her portion of the utility bills, but she stopped paying because the Landlord refused to provide copies of the bills, and the bills included the hot water heater rental, and the Landlord threatened to turn off the hot water if she didn't pay for her portion of the rental.
4. The Tenant testified that she called the City because the Landlord was withholding heat and because of her call, the Landlord yelled at her and told her to leave the property.
5. The Landlord testified that she had scanned copies of the bills and provided the copies to the Tenant.

6. Section 23 of the Act states “A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
7. Harassment is generally a course of conduct the reasonable landlord knows or ought to know would be most unwelcome to the reasonable tenant.
8. On the evidence before me, I find the Tenant’s claim of harassment by the Landlord was not met. There is no evidence before me that the Landlord’s actions or behavior, on a balance of probabilities, harassed the tenant.
9. Therefore, I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant.

**Withheld or interfered with vital services**

10. The Tenant testified that on October 20, 2025, other tenants let the Landlord know that the heat was not working and the temperature in the home was only 15 – 16 degrees.
11. The Tenant testified that the Landlord acknowledged that there was no heat on November 1<sup>st</sup> or 2<sup>nd</sup> and the Landlord provided space heaters, which would cause the power to go out because too many were being used.
12. The Tenant testified because the Landlord was not fixing the issue, she called the City.
13. The Tenant testified that she was without heat until November 7, 2025.
14. The Landlord testified that she found out about the issue with the heat on November 2, 2025, and provided the tenants with heaters.
15. The Landlord further testified that she attended the residential complex with a technician and had a new unit installed.
16. The Tenant’s evidence was that she did not tell the Landlord herself about the issue with the heat but believed that other tenants had. The Landlord testified that she became aware of the issue on November 2, 2025 and a new unit was installed by November 7, 2025.
17. Based on the evidence and testimony before me, I find that the Landlord did not deliberately or intentionally withhold or interfere with the Tenant’s vital services, rather there may have been a maintenance issue which the Landlord immediately addressed.

**It is ordered that:**

1. The Tenant’s application is dismissed.

**February 23, 2026**  
**Date Issued**

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Brenda Mercer  
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.