



Order under Section 31 Residential Tenancies Act, 2006

Citation: Ponsonby v, 2026 ONLTB 15624

Date: 2026-02-20

File Number: LTB-T-089819-23

In the matter of: 7, 6 CHURCH ST
ST CATHARINES ON L2R3B2

Between: Kieran Joseph Ponsonby Tenant

And

Lopard Estates Ltd. Landlord

Kieran Joseph Ponsonby (the 'Tenant') applied for an order determining that Lopard Estates Ltd. (the 'Landlord'):

- entered the 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.

This application was heard by videoconference on February 5, 2026.

Only the Tenant attended the hearing.

As of 1:30 p.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$648.00.

Illegally entry:

2. In the application, the Tenant alleges that the Landlord repeatedly entered the rental unit without notice. However, the Tenant did not list any specific dates or years in the application and provided only a general statement.

3. Upon reviewing the T2 application, I find that the particulars and detailed description of the alleged conduct must be set out in the originating document. In this case, they were not. Accordingly, this claim is dismissed as vague and lacking sufficient particulars to permit the Landlord to know the case to be met and to properly defend it.

Substantial interference and Harassment, etc.

4. The Tenant testified that on November 1, 2023, the Landlord knocked on his door and yelled at him from outside the unit. The Tenant stated that the Landlord demanded that he move out and used offensive and abusive language. The Tenant further testified that later that same day, he encountered the Landlord in a common area of the property, and the Landlord threatened to physically remove him from the rental unit. The Tenant stated that he felt frightened and feared bodily harm.
5. The Tenant also testified that on November 2, 2023, the Landlord called the police and falsely stated that the Tenant was not a lawful tenant. The Tenant stated that the police attended at the rental unit while he was sleeping and attempted to remove him. After the Tenant presented his lease agreement and explained that he was a lawful tenant, the police and the Landlord left.
6. The Tenant testified that as a result of these incidents, he felt unsafe and moved out of the rental unit by November 15, 2023.

Law and analysis:

7. Substantial Interference. Section 22 of the Act states:

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.

8. Harassment. Section 23 of the Act states:

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

9. While there is no definition of "harassment" in the Act, the *Ontario Human Rights Code* defines "harassment" as:

engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

10. *Black's Law Dictionary* (<https://thelawdictionary.org/>) defines harassment as "a course of conduct directed at a specific person that causes substantial emotional distress in such person and serves no legitimate purpose".
11. Harassment in the landlord and tenant context is normally considered to be a course of conduct toward a party that a reasonable person would consider unwelcome and inappropriate under the circumstances.

12. The Landlord's conduct on November 1 and November 2, 2023, must be assessed in context. A landlord is entitled to communicate with a tenant and to pursue lawful remedies where disputes arise. However, a landlord is not entitled to use intimidation, threats of physical removal, abusive language, or improper police involvement to pressure a tenant to vacate. The Tenant's uncontested evidence establishes that the Landlord attended at the rental unit, demanded that the Tenant move out, used offensive language, and threatened to physically remove the Tenant. The following day, the Landlord contacted police and attempted to have the Tenant removed despite the existence of a valid tenancy agreement.
13. The Board has consistently held that threats of physical removal and attempts to bypass the eviction process constitute serious interference with a tenant's security of tenure. Security of tenure is a fundamental protection under the Act. When a landlord attempts to remove a tenant outside of the statutory process, that conduct strikes at the core of the Act's purpose.
14. Even though the incidents occurred over a short period, the seriousness of threatening physical removal and involving police to remove a lawful tenant elevates the conduct beyond a minor dispute. A reasonable tenant in those circumstances would feel intimidated and unsafe.
15. Therefore, based on this analysis, I find that the Landlord breached Sections 22 and 23 of the Act, and the Tenant may be entitled to a remedy.

Remedies:

16. The Tenant seeks rent abatement, rent differential, general damages, and an administrative fine.

Rent Abatement

17. An abatement reflects the principle that rent is paid for a bundle of rights and services, including security of tenure and freedom from harassment. Where those rights are interfered with, a proportional reduction in rent may be appropriate.
18. I find that the Tenant is entitled to \$100.00 as rent abatement for November 1 and November 2, 2023. The Tenant's monthly rent was \$600.00. Given the seriousness of the incidents but their short duration, I find that \$100.00 is appropriate in the circumstances.

Rent Differential

19. The Tenant seeks \$1,300.00 for increased rent. He testified that after moving out he initially lived with his father and paid \$550.00 per month, which was less than his previous rent. He later moved to another rental unit at a higher rent.
20. Section 31(2) of the Act permits the Board to award compensation for increased rent where a tenant is induced by the conduct of the landlord to vacate the rental unit.
21. While I am satisfied that the Tenant moved out due to the Landlord's conduct, the Tenant initially paid less rent after moving. I am not satisfied that the later move to a higher rent

unit was directly caused by the Landlord's conduct. Therefore, no award for rent differential is granted.

General Damages for pain and suffering

22. The Tenant seeks general damages for pain and suffering. The Board has authority to award such damages pursuant to section 31(1)(f) of the Act.
23. I accept the Tenant's testimony that he experienced stress, fear, and emotional distress as a result of the Landlord's harassment and threats. This is a reasonably foreseeable consequence and does not require medical evidence. In the circumstances, I award \$500.00 in general damages.

Administrative Fine

24. The Tenant also seeks the Landlord pay a fine to the Board. The Board's Interpretation Guideline 16: Administrative Fines suggests that the purpose of a fine is to encourage compliance with the Act and to deter Landlords from engaging in similar activities in the future. It goes on to say, "this remedy is most appropriate in cases where the Landlords have shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."
25. I find that the actions of the Landlord in this case do demonstrate a blatant disregard for the Act. However, I find that the remedies already awarded should provide adequate deterrence from engaging in similar acts. As such, no fine shall be ordered

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$648.00. This amount represents:
 - \$100.00 for rent abatement
 - \$500.00 for general damage for pain and suffering
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 3, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 3, 2026, the Landlord will owe interest. This will be simple interest calculated from March 4, 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 20, 2026
Date Issued

Joy Xiao
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.