



Order under Section 30, 31 Residential Tenancies Act, 2006

Citation: MacPhee v InvestFact Development Corporation, 2026 ONLTB 15845

Date: 2026-02-25

File Number: LTB-T-065886-25

In the matter of: 443B MOODIE DR
NEPEAN ON K2H8T6

Between: Judy MacPhee Tenant

And

InvestFact Development Corporation Landlord

Judy MacPhee (the 'Tenant') applied for an order determining that InvestFact Development Corporation (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 application).

The Tenant applied for an order determining that the Landlord:

- 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 (T2 application).

This application was initially heard by videoconference on October 29, 2025 and adjourned at the Landlord's request. The application was next before the board and heard by videoconference on December 2, 2025 at 10:51 a.m. where The matter was adjourned as there was insufficient time to complete the matter during the hearing block. The matter was then reconvened and heard by videoconference on January 13, 2026 at 1:24 p.m.

The Tenant Judy MacPhee, the Tenant's representative James Baker, the Landlord's agent Raman Agarwal and the Landlord's representative Marc Roger Gagne attended the hearing. Fred MacPhee also attended the hearing as a witness for the Tenant.

Preliminary Issues:

Requests to Amend

1. Section 201(1)(f) of the *Residential Tenancies Act, 2006* (the 'Act') states:

The Board may, before, during or after a hearing, on its own motion and on notice to the parties, amend an application if the Board considers it appropriate to do so and if amending the application would not be unfair to any party.

2. The parties consented to the Landlord's request to amend the application to remove Raman Agarwal, Mikas Agarwal, Manav Agarwal and Geeta Channa as parties to the application and list InvestFact Development Corporation as the sole Landlord.
3. The parties also consented to the Tenant's request amend the application to increase the total quantum of rent abatement being sought by the Tenant from \$6,465.13 to \$16,332.96, equivalent to 100% of the rent paid over twelve months, up to December 2, 2025.
4. As the requests were undisputed, the application was amended.
5. Further, as it is undisputed the refrigerator has been replaced, the Board requested whether the Tenant wished to withdraw the portions of their application seeking remedies ordering the Landlord to repair the refrigerator, and for an order to not allow the Landlord to increase the rent until the refrigerator is repaired or replaced. As the issue is moot, these portions of the application were withdrawn.

Did the Landlord Breach the Interim Order?

6. After taking submissions from both parties, I determined the Landlord did not breach the interim order. Below are my reasons.
7. The application was originally heard by videoconference on October 29, 2025 where the matter was adjourned at the Landlord's request as the Landlord's agent Raman Agrawal ("RA") was not reasonably able to participate citing a medical appointment. The Board issued an interim order LTB-L-003540-24-IN dated November 5, 2025, directing the Landlord to provide the Tenant and file with the LTB evidence that supports the basis for their adjournment request made at today's hearing, including evidence that supports when RA became aware of the scheduled procedure.
8. The Tenant's representative raised a preliminary issue that the Landlord failed to comply with the interim order as the documentation was filed late and did not state the particulars of RA's medical condition. As a result, the Tenant's representative moved that the Board proceed without considering the Landlord's evidence.
9. The Landlord's representative acknowledged the late filing, but submitted the nature of the RA's medical condition was not at issue, rather it was that the Landlord's agent was unable to attend as he had a conflict with a medical appointment. RA testified that he missed the hearing due to a medical appointment and only learned of the appointment shortly before the hearing date, and the Landlord entered into evidence a letter dated December 2, 2025 from Dr. Levenstadt confirming the Landlord missing the October 29, 2025 hearing for medical reasons.

10. After reviewing all of the evidence, I am satisfied that, despite the late filing of the medical documentation, the material before me sufficiently explains why RA was unable to participate in the October 29, 2025 hearing. The issue before the Board is not the specific nature of RA's medical condition, but whether there was a legitimate medical conflict preventing attendance. The letter from Dr. Levenstadt, when considered together with the RA's sworn testimony that he became aware of the appointment shortly before the hearing date, provides adequate support for the adjournment request. Although the Landlord did not strictly comply with the service and timing directions set out in the interim order, I find that there was substantial compliance with its minimum requirements. In the circumstances, I am satisfied that the Landlord is not in breach of interim order LTB-T-065886-25-IN.

Determinations:

11. As explained below, the Tenant proved on a balance of probabilities some of the allegations contained in the application. Therefore, the Landlord must pay a rent abatement to the Tenant in the amount of \$975.56 by March 8, 2026. Below are my reasons.

Overview

12. The Tenant filed T2 and T6 applications alleging that the Landlord breached the *Residential Tenancies Act, 2006* (the "Act") by failing to maintain the refrigerator in the rental unit, harassing the Tenant, and improperly entering the unit.
13. The Landlord denied the allegations and submitted that communications and entries were lawful and related to legitimate tenancy management. The Landlord further denied a breach of the Landlord's maintenance obligations.
14. The issues before me are:
 - Whether the Landlord breached section 20 of *the Act* by failing to maintain the refrigerator.
 - Whether the Landlord substantially interfered with the Tenant's reasonable enjoyment contrary to section 22 of *the Act*.
 - Whether the Landlord harassed, coerced, obstructed, or threatened the Tenant contrary to section 23 of *the Act*.

Refrigerator Issue

15. The Tenant alleged the Landlord breached section 20 of *the Act* by failing to maintain the refrigerator and as a result substantially interfered with the Tenant's reasonable enjoyment of the rental unit.

Tenant's Evidence

16. The Tenant, Judy MacPhee ("JM") testified that the refrigerator in the rental unit stopped functioning on or about June 20, 2025. She stated that she notified the Landlord of the issue immediately via a phone call on June 20, 2025 to agent Raman Agarwal ("RA") and that the refrigerator was not replaced until on or about September 15, 2025.
17. JM further testified that during this period she was required to purchase bags of ice and make alternative arrangements to preserve food and certain medications which required refrigeration. She estimated her food loss at approximately \$3,000.00.
18. Fred MacPhee ("FM"), the Tenant's ex-husband and occupant of the unit, testified that the refrigerator was not functioning for approximately four months between June and September 2025 and that the household used ice in a bucket in an attempt to preserve food and medication.
19. The Tenant's position was that the Landlord delayed unreasonably in replacing the appliance once notified.

Landlord's evidence

20. RA testified that the Landlord did not become aware of the refrigerator issue until September or October 2025 and denied receiving a phone call from JM on June 20, 2025. RA further testified that once he believed there may have been a problem, he purchased a spare refrigerator and replaced the unit.
21. RA testified that the rental property is managed through an online portal used to log maintenance issues, that the Tenant was shown how to use the portal multiple times, and that no maintenance request regarding the refrigerator were ever logged in the portal.

Analysis

22. The question in this case is whether the Landlord violated their maintenance obligations under section 20 of *the Act*. Section 20(1) of *the Act* states that 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."
23. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
24. In this case, I accept the Tenant's evidence that the refrigerator ceased functioning on or about June 20, 2025 and that it was replaced on or about September 15, 2025. I also accept that the Landlord was aware, or ought to reasonably have been aware, of the refrigerator issue prior to replacement. RA testified that the Tenant was provided with

instructions on multiple occasions regarding the use of the maintenance portal, although he did not provide the specific dates of those instructional lessons. I find that this evidence undermines the Landlord's position that the Landlord was unaware of any issue during the relevant period. I infer that there would be little reason to repeatedly provide instruction on how to submit maintenance requests unless there was an active concern requiring attention, such as a non-functioning refrigerator.

25. Regarding the timing of when the Landlord knew I prefer the evidence of the Tenant. I find that the testimony of JM is consistent with the evidence of FM, particularly with respect to the timeline during which the refrigerator was not functioning; therefore, on a balance of probabilities I find it is more likely than not the Landlord's delay of approximately 87 days between June 20, 2025 when JM initially informed RA about the refrigerator and September 15, 2025 constitutes a breach of section 20 of *the Act*.
26. It is well settled law that the obligation to maintain a rental unit includes any appliances supplied by a landlord at the time of renting. (See for example *Griffith v. 596759 Ontario Inc.*, [1990] O.J. No. 3067 (Ont. Div. Ct.).)
27. Section 22 of *the Act* provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes by a tenant. Therefore, the question is also whether the Landlord's conduct, delaying the replacement of the refrigerator, amounts to substantial interference under section 22 of *the Act*. In this case, I also find the loss of use of a refrigerator for approximately 87 days substantially interfered with the Tenant's reasonable enjoyment of the rental unit, as a functioning refrigerator is a reasonable and necessary appliance for residential occupancy. A rent abatement is appropriate, and the quantum will be addressed in the remedies section below.

Harassment Claims

28. The Tenant alleged that the Landlord engaged in harassment through statutory notices, emails, telephone calls, and repeated entry attempts using vague notices.
29. Each category of conduct is addressed separately.

Service of Notices of Termination

Tenant's evidence

30. Entered into evidence were Notices of Termination including a Form N13 dated January 28, 2025, a Form N8 dated March 11, 2025, and Forms N5 dated May 16, 2025 and June 20, 2025. JM testified that these notices were frivolous and caused her stress and fear of eviction. JM further testified that she felt scared, and that her son was stressed by the notices.
31. During cross-examination, the Tenant was asked directly whether the N13, N5, and N8 notices constituted harassment. She answered that they did not.

Landlord's evidence

32. The Landlord claimed that all notices were issued in accordance with the *Act* and that their service were in good faith to address actual issues with the tenancy. Specifically, RA testified that the N13 was issued because he believed renovations were required to improve the unit, the N8 and N4 notices related to non-payment or late payment of rent and the N5 notices were issued in response to concerns with tenants' insurance.

Analysis

33. Section 23 of *the Act* prohibits a landlord from harassing, obstructing, coercing, threatening, or interfering with a tenant.
34. The service of statutory notices permitted under *the Act* does not necessarily constitute harassment as a landlord is entitled to serve notices where grounds are alleged. This applies whether a single notice is served, or several notices are served.
35. In this case, the burden of proof is on the Tenant and the Tenant has not demonstrated that the service of the aforementioned notices were carried out in bad faith, for improper purpose, or in a manner that would reasonably be characterized as harassing.
36. I prefer the testimony of RA, which after reviewing the email correspondence aligns with the set of circumstances where it would be reasonable for a Landlord to serve a notice. Moreover, the Tenant's allegation that the N13 was ultimately withdrawn, does not on its own, convert the act of service of the Notice into harassment. Without evidence of improper motive or abusive conduct, the issuance or withdrawal of a Notice does not amount to harassment under *the Act*.
37. As the Tenant led insufficient evidence to meet their burden of proof, I do not find that the issuance of these notices alone or in aggregate amount to a breach of section 23.

Emails, Phone Calls and Alleged Litigation Threats

Tenant's Evidence

38. The Tenant alleged the ongoing, repeated and nature of the Landlord's conduct amounted to harassment under *the Act*.
39. With respect to the emails and litigation threats, JM testified the Landlord harassed her through the process of adjusting the payment method for the lawful monthly rent. Entered into evidence was an email dated September 15, 2024 from RA to the Tenant, advising the Tenant that ongoing rent payments were to be made by cheque rather than direct transfer. JM further testified that she complied with the request and found the Landlord's approach made her uncomfortable. As such, and in consideration of other tenancy issues pursuant to the aforementioned Notices of termination, the Tenant requested that future communications be directed through a legal representative. Also entered into evidence was an email dated February 26, 2025 from the Tenant's legal representative to the Landlord requesting that communications occur between legal representatives.

40. JM further testified the Landlord repeatedly sent additional emails requesting confirmation of tenant's insurance. Entered into evidence were emails dated May 10, 2025 and June 4, 2025 as well as emails dated July 23, 2025 and July 24–25, 2025 relating to tenant insurance, including one email referenced the Landlord's intention to commence a claim in Superior Court should the Tenant fail to provide records. JM testified that she provided proof of insurance after repeated requests, but these requests added to her feeling uncomfortable.
41. JM further testified that the Landlord reached out to her to request a private meeting. Entered into evidence was an email dated July 11, 2025 from RA to JM requesting to meet the Tenant for coffee. JM testified that she also found this request inappropriate.
42. JM further testified that the Landlord called her daily for approximately three months between June and September 2025 and that FM maintained a written log of calls, amounting to approximately 300 occurrences. FM also testified he kept a written log of the calls.
43. JM testified that during this period, the Landlord was rude, brash in his communications and at times used profane language on the telephone. JM and FM both testified that the frequency of communications was distressing.

Landlord's evidence

44. RA denied the emails or content of the emails amounted to harassment and testified he called the Tenant approximately 15 or 16 times over the months in question and characterized the calls as dealing with normal landlord-tenant matters. RA further testified the JM and FM were exaggerating the frequency of communication and denied his frequency or pattern of calls were excessive.

Analysis

45. Section 23 of *the Act* prohibits a landlord from harassing, obstructing, coercing, threatening, or interfering with a tenant.
46. Harassment is generally understood to be a course of conduct that a person knows, or ought reasonably to know, would be unwelcome to the other person. The conduct must amount to more than isolated or routine landlord-tenant interactions.
47. The question is whether the Landlord's conduct, the emails, phone calls and alleged litigation threats, amounts to harassment under s. 23 of *the Act*.
48. With respect to the quantity and nature of the phone calls, I prefer the evidence of the Landlord. JM acknowledged that the alleged phone log was not entered into evidence and further acknowledged that she did not personally witness most of the alleged calls as they occurred during the day when JM was not always present in the rental unit. In the absence of corroborating documentation, which in this case would be easy to produce, I am not satisfied on a balance of probabilities that the Landlord engaged in daily telephone harassment as alleged.

49. I must also consider the nature of the phone call that were made. As the Tenant failed to lead any voice recordings or transcripts of the phone calls into evidence, I am left to weigh the testimony of JM and FM against the testimony of the RA. Here, I considered that in their testimony JM nor FM referenced individual phone calls and mainly referenced their quantity and their tone. I also considered that no specific dates and times were provided or of phone calls that may have been particularly concerning. I also considered during cross-examination JM acknowledged that there were no threats of violence during the phone calls and also testified that she did not contact police as a result of the Landlord's conduct. The onus is on the Tenant to prove the contents of the phone calls rose to the level of harassment, and I find the Tenant led insufficient evidence to prove this portion of their claim as well.
50. With respect to the emails, I acknowledge after carefully reviewing their text that although the tone of certain communications may have been curt or unpleasant, I find the emails relate to rent payment, insurance compliance, maintenance, access, and potential legal proceedings. In short, these matters fall within the scope of tenancy management.
51. Therefore, on the basis of the evidence provided by both parties, I am not satisfied that the Landlord's repeated attempts to communicate with the Tenant, including the phone calls, email communications and references to legal proceedings constitute harassment within the meaning of section 23 of *the Act*. Given the circumstances, a reasonable person would not find the Landlord's actions to be unwelcome. I therefore do not find a breach of section 23 on this basis.

Issues with respect to demands for entry and notices of entry

52. While it is common to interpret these types of allegations under the privacy protections of *the Act* contained in sections 25 through 27, the Tenant framed them as possible breaches of section 23, due to their repeated and unwelcomed nature.
53. I have separated these interactions from the other calls, emails and conduct, as they concern a specific subsection within *the Act* which has statutory obligations of the Landlord regarding the content included on notices of entry and the surrounding process.

Tenant's evidence

54. JM testified that the Landlord frequently requested to attend the rental unit to perform inspections by providing vague notices of entry; and JM further testified that sometimes the Landlord would fail to attend, even though a notice was given, and that this behaviour in aggregate over time amounted to harassment.
55. Entered into evidence was an email chain between the RA and the Tenant dated between March 8 to March 11, 2025 requesting availability for a 'home inspection' as a reason for entry and that it will take around 90 mins; also entered into evidence was a notice of entry signed by the Landlord dated June 12, 2025 informing the Tenant of a 'house inspection' was scheduled for June 16, 2025. The notice stated "house inspection" as the reason for entry and JM testified that she refused this particular inspection because the notice was vague and did not adequately state the purpose of entry. Also entered into evidence was an email dated July 31, 2025 requesting notice of entry to show the unit to a contractor in

connection with renovations anticipated for August 5, 2025 and JM testified that no one attended on that date. JM also testified that she received an email dated October 22, 2025 which requested entry but did not specify a clear reason. She testified that no one attended on that occasion other than a 'house inspection'. The Tenant testified that there were approximately eight inspection requests during this period that were either vaguely classified as 'house inspections.'

56. FM testified that on at least one occasion he personally refused entry to the Landlord's agents. He further testified he did so because the individuals did not appear to be trained inspectors.

Landlord's evidence

57. The Landlord did not deny that some of the notices of entry were generic, including a notice provided June 12, 2025 that was entered into evidence as well as the November 30, 2025 entry that based off and November 27, 2025 email - that was entered into evidence. RA testified that he prepared the notices, was simply following a standard format, and that he attempted entry approximately 20 times over this period - of which the Tenant frequently denied access; and but for the restrictions from the Tenant, there would have been no need for repeated entry attempts.
58. The Landlord denied using untrained inspectors. RA testified that he would regularly hire third parties to attend the unit to complete repairs or inspections and that sometimes would be accompanied by others as he felt uncomfortable attending the unit alone.
59. The Landlord denied entering or attempting to enter the rental unit in bad faith and any lack of specificity was an administrative oversight as he has several properties and was attempting to be efficient.

Analysis

60. The Tenant argues that the notices are deficient in that they lack sufficient particulars and details with respect to the reason for the entry.
61. Section 27 of *the Act* requires that a notice of entry state the reason for entry. With respect to the requirement to provide the reason for entry in a notice of entry, the case law as to what "the reason" means is less certain and settled than it is with respect to the requirement to specify a time of entry. This is reflected by the ambiguity in Guideline 16 which says:

The entry must be for one of the reasons set out in section 27...

The notice should provide as many details as possible with respect to the proposed entry, including details with respect to the repair or replacement or with respect to an inspection of the rental unit. In considering whether or not the notice complies with the RTA, the Board may consider whether details about the entry have been provided to the tenant.

62. What I take this to mean is that the sufficiency of the stated reasons for entry on a notice of entry will depend on the context. For example, if a planned entry is for an annual inspection, it should not be necessary to identify which rooms will be inspected as the reasonable presumption is that all rooms will be inspected. But if a planned entry is to do maintenance work and the tenant is expected to do some tasks in preparation, the tenant needs to know which areas of the unit are being worked on so the tenant can do the necessary preparation required. Sometimes tenants will have pets or children and will be at work during the entry and must make appropriate arrangements. In other words, context matters.
63. Therefore, in this case, where the Landlord does not deny the use of standard repeated language 'house inspection', I would agree with the Tenant that some of the notices are deficient, in particular the notice dated June 12, 2025 and the emails dated March 11, 2025 and October 22, 2025 for failing to provide sufficient particulars with respect to the reason for entry or particulars of the inspection. Again, the Landlord did not deny the use of generic language on the notices.
64. While a landlord is entitled to enter for lawful purposes, the pattern demonstrated here reflects repeated notices, some lacking specificity, and some followed by non-attendance. Harassment is generally understood to be a course of conduct that a person knows, or ought reasonably to know, would be unwelcome to the other person. The conduct must amount to more than isolated or routine landlord-tenant interactions. In this case, the Landlord ought to have known his behaviour was making the Tenant uncomfortable and thus unwelcome.
65. Therefore, I find the cumulative effect of the Landlord's deficient or vague notices – including occasions where entry was attempted without proper clarification, notices sent by email without follow up, or no-show visits contributed to a level of discomfort that meets the threshold for harassment. I have also considered the RA's testimony that he attempted entry into the unit approximately 20 times and factored in that on more than one occasion he was refused entry into the unit – I have balanced the evidence of these refusals with the Tenant's testimony and impact articulated above.
66. I find the Landlord's actions were careless and as a result find that the cumulative effect of the deficient notices and Landlord's actions, including no-shows, between March 11, 2025, the date of the first vague request and deficient notice of entry and November 27, 2025 constitutes harassment under section 23 of *the Act*. As such, the Tenant is entitled to a rent abatement on these grounds over this period, which is calculated below.

Remedies

Rent Abatement

67. An abatement of rent is a contractual remedy based on the principle that if the tenant is paying 100% of the rent, then the tenant should be getting 100% of the services; and should a tenant receive any reduction in services, then a tenant should be entitled to abatement equal to the difference in value. The claimant bears the burden of proving both that services were reduced and the amount of the reduction with reasonable particularity.

Abatements are awarded by reference to the proportionate loss in value — not on a punitive or speculative basis.

Refrigerator issue

68. The Tenant sought a rent abatement of \$1,361.08 for the refrigerator issue. Given the evidence, I find the Tenant's request for a rent abatement is not reasonable, but some compensation is warranted.
69. The Tenant did not enter into evidence any receipts for food purchases, ice purchases, replacement food, or costs related to medication spoilage. No photographs were filed, and no documentary proof was provided to substantiate the claimed monetary loss. In the absence of receipts or other objective proof, I find it is not appropriate to award the quantum of compensation requested by the Tenant based solely on unsubstantiated oral testimony for expenses that, by their nature, are easily documented. However, I have also considered how not having a functioning refrigerator substantially interfered with the Tenant, including the testimony from the JM and FM who claimed they experienced anxiety regarding keeping their medication at the appropriate temperature. Given all of the above, and my experience of like similar cases it seems to me a reasonable abatement of the rent would be equivalent to 10% of the lawful monthly rent is reasonable and appropriate.
70. Based on the lawful monthly of \$1,361.08, daily compensation is \$44.75. This amount is calculated as follows: $\$1,361.08 \times 12$, divided by 365 days. The refrigerator was not functioning from June 20, 2025 to September 15, 2025, a period of approximately 87 days. $\$44.75 \times 87$, divided by 10 equals \$389.33.
71. The Landlord shall pay the Tenant \$389.33 as a rent abatement for the delay in the repair and substantial interference related to the refrigerator.

Harassment

72. The Tenant sought a rent abatement for \$16,332.96 as compensation for harassment. While I have found that the Tenant has established harassment in relation to the cumulative behaviour surrounding repeated attempts of entry, the Tenant did not meet the burden of proving, on a balance of probabilities, that the Landlord's other alleged actions constituted harassment.
73. Therefore, I find that the amount of \$16,332.96 is not reasonable in these circumstances. The Tenant did not provide any documentary evidence to support how the Tenant arrived at the numerical figure of 100%, or quantify the impact of each alleged incident of harassment, so in the absence of such evidence, I must consider the appropriate method to calculate a fair and reasonable value of the rent abatement
74. In determining an appropriate quantum, I have considered only the conduct that has been established — namely the cumulative behaviour surrounding repeated attempts of entry — and I have addressed the proportionate amount based on the nature, frequency and impact of that conduct. I have also considered that while the behaviour was cumulatively harassing within the meaning of *the Act*, this is not a case of egregious behaviour, but

nonetheless crosses the statutory line. I have also considered that the Tenant led no documentary medical evidence that might support the Tenant's testimony that the impact of this behaviour, was such that, it resulted in direct negative health consequences on the Tenant or others. Therefore, I find a rent abatement equivalent to 5% of the lawful monthly rent is reasonable and appropriate.

75. One way to calculate a fair and reasonable quantum of rent abatement, is to determine the period of the harassment and then consider the cumulative impact over that period. I note that there were several occurrences ranging from March 11, 2025 to November 27, 2025, approximately 262 days.
76. Based on the lawful monthly rent of \$1,361.08, daily compensation is \$44.75. This amount is calculated as follows: $\$1,361.08 \times 12$, divided by 365 days. The behaviour occurred for approximately 87 days. $\$44.75 \times 262$, divided by 5 equals \$586.23.
77. The Landlord shall pay the Tenant \$586.23 as a rent abatement for harassment arising from this portion of the claim.

Administrative Fine

78. Pursuant to section 31(1)(d) of *the Act*, the Tenant seeks an order requiring the Landlord to pay an administrative fine to the Board as a result of the Landlord's breaches of sections 20, 22 and 23 of *the Act*.
79. Guideline 16 explains that an administrative fine is a remedy to be used by the Board to encourage compliance with *the Act* and is not normally imposed unless a landlord has shown a blatant disregard for *the Act* and other remedies will not provide adequate deterrence and compliance.
80. In this matter, after considering the Board's Guideline, I am satisfied that the rent abatements ordered above are sufficient to deter the Landlord from similar breaches in the future and the harassment does not rise to the level of showing a blatant disregard for *the Act*, and therefore it is not appropriate to order a fine.
81. The Tenant's request for an administrative fine is denied.
82. No amount for general compensation in the form of pain and suffering shall be ordered for these breaches as I believe that would be duplicative of what has already been ordered for abatement.

Total Amount Owning

83. The total amount payable by the Landlord to the Tenant is \$975.56.
84. The application fee was paid via a fee waiver.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$975.56. This amount represents the cumulative amount the Landlord owes the Tenant for a rent abatement.
2. If applicable, the Landlord is authorized to deduct the amount owing from the lawful monthly rent due on March 1, 2026 for the month of March 2026 by the amount in paragraph 1.
3. The Landlord shall pay the Tenant the full amount owing by March 8, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by March 8, 2026, the Landlord will owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.
5. The Landlord shall for the duration of the tenancy provide a notice of entry in accordance with section 27 of the Act, including sufficient particulars about what is to be inspected and/or what repairs will be conducted.

February 25, 2026
Date Issued

Greg Witt
Member, Landlord and Tenant Board

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