



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-084611-24

In the matter of: 3, 210 COSBURN AVENUE
EAST YORK ON M4J2M1

Between: MARCUS HUMPHY Tenant
GRACE ABAGA

And

R&A HOLDINGS 210 INC. Landlord

MARCUS HUMPHY and GRACE ABAGA (the 'Tenants') applied for an order determining that R&A HOLDINGS 210 INC. (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.

This application was heard by videoconference on December 8, 2025.

Only the Tenants and the Tenants' Legal Representative Julian Castillo Nunez attended the hearing.

As of 9:30 AM, 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 Tenants' evidence.

Determinations:

Preliminary Issue: Amend application to include Grace Abaga as a Tenant

1. At the outset of the hearing the Tenants' Legal Representative request to amend the application to include Grace Abaga as a Tenant.
2. An amended application had previously been served on the Landlord and filed with the Board.
3. Having considered the factors as set out in Rule 15.3 of the Landlord and Tenant Rules including:
 - a. whether the amendment was requested as soon as the need for it was known;

- b. any prejudice a party may experience as a result of the amendment;
 - c. whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
 - d. whether the amendment is necessary and was requested in good faith; and
 - e. any other relevant factors.
4. Having considered section 15.3 of the Landlord and Tenant Board Rule and the Landlord's failure to attend the hearing to oppose the request, the request to amend the application shall be granted.

T2 Application

- 5. The Tenants testified that they moved into the rental unit in 1999 pursuant to an oral tenancy agreement with the previous landlord. The Tenants further state that pursuant to the oral tenancy agreement a parking space was included and that \$35.00 of their monthly rent went towards parking.
- 6. The Tenants stated that they had parked at the residential complex without issue since 2009 when they purchased their first car.
- 7. The Tenants testified that when the Landlord took over the property in June, 2024 he advised the Tenants that they did not have permission to park at the residential premises, and that if they wished to park at the residential premises the price for parking was \$175.00 per month.
- 8. The Tenants stated that the Landlord arrived at the residential complex with parking enforcement from the City of Toronto on September 17, 18, 23, 26 and October 8, 2024 and that each time the Landlord threatened to tow the Tenants' vehicle.
- 9. The Tenants also received three parking tickets from the City of Toronto for parking on private property without consent while parking their vehicle at the residential complex during these dates.
- 10. Although two of the tickets were later withdrawn, the Tenant Marcus Humphy had to take time of work to address the parking tickets.
- 11. Based on the uncontested evidence before me the Tenants have parked at the residential complex for past 15 years without issue until the Landlord purchased the residential complex in June, 2024.
- 12. On a balance of probabilities, I am satisfied that the Landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or a member of their household.

Remedies Sought

Out-of-Pocket Expenses

13. The Tenants sought out-of-pocket expenses in the amount of \$675.00, being \$75.00 for a parking ticket from October 8, 2024 as well as \$600.00 for loss of wages to address the various parking ticket the Tenants received.
14. The Tenants shall be reimbursed \$75.00 for the parking ticket they paid. However, the Tenants lead insufficient evidence to support their claim for loss of wages. As such, no compensation for loss of wages will be awarded.

Rent Abatement

15. The Tenants also sought a rent abatement of \$1,338.00 as follows: \$490.00 being \$35.00 per month for parking x 14 months of interrupted parking at the residential complex and \$848.00 for the landlords conduct in requesting a substantial increase for parking, threatening to tow the Tenants' vehicle and substantial interference to the Tenant's daily life without the use of a parking space.
16. Based on the Tenants testimony and the uncontested evidence before me I find the Tenants' request of \$1,338.00 to be reasonable in the circumstances.

Parking Space

17. The Tenants seek a determination that they have a parking space at the residential complex. I am satisfied on balance of probabilities based on the uncontested evidence of the Tenants that they are entitled to a parking space at the residential complex pursuant to the oral lease agreement with the previous landlord.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,461.00. This amount represents:
 - \$1,338.00 for a rent abatement.
 - \$75.00 for the reasonable out-of-pocket expenses the Tenants have incurred.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 6, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 6, 2026, the Landlord will owe interest. This will be simple interest calculated from March 7, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by March 7, 2026, the Tenant may recover this amount by deducting \$487.00 from the rent each month from April 2026 to June 2026.
5. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

6. For the duration of the tenancy the Tenants shall have a parking space at the residential complex and are permitted to park their vehicle at the residential complex.

February 23, 2026
Date Issued

Sean Ramage
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.