



AMENDED

Order under Section 16.1 of the
Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Shanmuganathan v 9500740 Canada Ltd, 2026 ONLTB 9043

Date: 2026-03-04

File Number: LTB-T-051626-25-AM

In the matter of: 23 LINDERWOOD DR
BRAMPTON ON L7A1S3

Between: Sayanthan Shanmuganathan Tenants
Sabethan Shanmuganathan

And

9500740 Canada Ltd Landlord

This amended order is issued to amend the original order issued on January 28, 2026. The Tenant submitted a request to amend a clerical error stating the order incorrectly calculated the total amount owing to the Tenant. The amendments have been bolded and underlined for easy reference. The rest of the order remains unchanged.

Sayanthan Shanmuganathan and Sabethan Shanmuganathan (the 'Tenants') applied for an order determining that 9500740 Canada 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.

Sayanthan Shanmuganathan and Sabethan Shanmuganathan (the 'Tenants') also applied for an order determining that 9500740 Canada Ltd (the 'Landlord') failed to meet the Landlord maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on October 27, 2025.

The Landlord's Legal Representative Jasleen Narula, the Landlord's Agent Preeti Saluja and the Tenant Sayanthan Shanmuganathan attended the hearing.

At the conclusion of the hearing, the parties were afforded an opportunity to provide post-hearing submissions in relation to the lease agreements, not later than November 3, 2025.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay compensation to effect repairs.

Background

2. The parties entered into a lease agreement that commenced on November 4, 2022. At that time the lawful rent was \$3150.00. See DOC-6683225.
3. The Landlord required the Tenants to sign a lease extension on November 2, 2024. In that lease the Landlord included the following provisions:
 - a. The lawful rent would increase to \$3250.00.
 - b. The lease would be a fixed term ending on October 31, 2025.
 - c. The rent payments shall be made via 11 post-dated cheques, or interac email transfer.
4. The rental property was transferred from Preeti Saluja to the current Landlord as of April 8, 2025.
5. The former Landlord Preeti Saluja stated that they are not a director of the corporation; that they are only a shareholder.

T6 Maintenance Issues

6. Carpet. The Tenant testified that the carpet is slippery and coming off the floor and stairs. They stated that they have fallen many times and have injured themselves in the fall.
7. The Landlord's Agent testified that the rental unit was rented in "as is" condition. See DOC-6447958 the schedule attached to the lease at paragraph 7.
8. The Landlord stated that the Tenant's were instructed to have the carpets cleaned. However, the Landlord did not approve any quotes to have the carpets cleaned, as a result it was not done.
9. The Landlord testified that they had sent a contractor to explore options. In the end no action was taken.
10. Refrigerator. The Tenant testified that the refrigerator began leaking water on September 7, 2024. They confirmed that the Landlord replaced the refrigerator in July 2025.
11. The Landlord stated that they would not discuss the refrigerator.
12. Kitchen and Bathroom Fans. The Tenant testified that the fans did not work; that the kitchen fan only works randomly. They stated that there was excess moisture in the unit as a result of the non-working fan in the bathroom. They stated that no action had been taken to resolve this problem.

13. The Landlord testified that they had offered to purchase new fans if the Tenants could replace them, and there was no response. They agreed that they would be able to have the fans repaired.
14. Heat. The Tenant testified that they had advised the Landlord on February 3, 2025 that the furnace was not functioning properly. They stated that there was no heat on the second floor, even after they closed all the vents on the main floor.
15. They stated that they have slept on the main floor as a result of the lack of adequate heat.
16. They stated that the temperature difference was about 4 degrees, between rooms from 19 degrees Celsius to 23 degrees Celsius.
17. They also stated that there is no air conditioning on the second floor either.
18. They stated that they had someone come to inspect the furnace and that they were advised that the furnace was too old and that they could not repair it.
19. They stated that the Landlord took no action to address the heat issues.
20. The Landlord testified that they had contacted someone on September 25, 2025 and were advised to wait till the end of October 2025. They recommended that the Tenants replace the furnace filters.
21. They advised that someone would come out in the week after the hearing to inspect the furnace.
22. Water. The Tenant stated that they believed that the water usage was unusually high. They stated that they had called the municipality and that they could not find any leaks. They posited that it might be a problem with the water meter and that only the Landlord could have that inspected.
23. The landlord did not respond to this allegation.

T2 Tenant Rights Issues

24. The Tenant stated that the Landlord showed up on May 25, 2025 and requested entry which they had denied.
25. Eventually, at approximately 9:20 p.m., on May 25, 2025, they did permit entry by the Landlord. They stated that the Landlord was yelling at them and that the Landlord claimed to have someone on the phone.
26. They stated that the Landlord entered the back yard of the rental property on June 11, 2025.
27. They stated that the Landlord also entered the back yard on June 12, 2025 and that the Landlord had left the shed door open during that visit. They were advised by the Landlord that the shed was included in the lease; however it had always been locked before this, and that afterwards the Landlord stated that the Tenant was responsible to lock the shed.

28. The stated that they had requested to go month-to-month on the lease at the end of the first year and that the Landlord denied that request and stated that they must sign a lease extension.
29. They stated that they felt that the Landlord had created a hostile environment for them and that they could not use the second floor of the rental.
30. They testified that they were confused as to who was their landlord, when they were served a notice on May 25, 2025 that indicated that Preeti Saluja was the Landlord and another on same day that listed the new landlord. See DOC-6419577.
31. They testified that the Landlord's failure to address the maintenance issues, particularly the carpeting affected their reasonable enjoyment of the rental. They stated that the demand for entry on May 25, 2025 was a breach of their privacy.
32. The Tenant stated that they felt harassed into signing the lease extension.
33. They stated that they have not been reporting other maintenance issues due to the harassment from the Landlord or the Landlord's Agent.
34. The Landlord testified that on May 25, 2025 they had gone to the unit to serve an N4 Notice on the Tenants; and that at that time they politely asked to enter to inspect the refrigerator. They stated that they were denied entry and had called their spouse who could hear the interactions with the Tenants. They stated that they did not enter the unit after that.
35. The Landlord stated that the shed was included in the lease; that it was always empty for the Tenants to use.
36. On cross-examination, the Landlord's Agent confirmed that their spouse was at the property on June 12, 2025 to inspect the roof repairs.
37. The Landlord stated on cross-examination that they were only asked to clean the carpet and not to change it.
38. On cross-examination, regarding the heat, they stated that they did advise the Tenants to check the vents and to use portable heaters. They agreed that they did not send anyone to inspect the furnace system.
39. In closing, the Landlord stated that there has been a lack of communications about the outstanding issues, however they would all be addressed within two weeks of this hearing.

Analysis

40. 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.

41. Section 202(1) of the Act permits the Board to ascertain the real substance of all transactions and activities related to the tenancy; and disregard the separate corporate existence of participants.

(1) In making findings on an application, the Board **shall ascertain the real substance of all transactions and activities** relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) **may disregard** the outward form of a transaction or the **separate corporate existence** of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

(emphasis added)

42. The Landlord has admitted that they have taken no action to resolve the maintenance issues identified in this application. They have committed to resolve them within two weeks of the hearing.

43. The O.Reg 516/06 at paragraph 4, defines heat as a vital service between September 1, to June 15 and that it must be maintained at least at 20 degrees Celsius.

(1) For the purpose of the definition of “vital service” in subsection 2 (1) of the Act, September 1 to June 15 is prescribed as the part of the year during which heat is a vital service.

(2) For the purposes of subsection (1), heat shall be provided so that the room temperature at 1.5 metres above floor level and one metre from exterior walls in all habitable space and in any area intended for normal use by tenants, including recreation rooms and laundry rooms but excluding locker rooms and garages, is at least 20 degrees Celsius.

44. Although the Tenant can regulate the temperature in the rental, if the furnace is not functioning as intended to produce adequate heat, that is a responsibility of the Landlord to resolve.

45. Therefore, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the Act to repair OR maintain the rental unit. The Landlord shall be directed to effect repairs if not already completed.

46. There is competing testimony regarding if the Landlord entered the rental unit on May 25, 2025. I preferred the testimony of the Tenants on this issue. They were consistent and unwavering in their testimony. Conversely, the Landlord attempted to place blame on the tenants when they went to the property. I did not find it credible that they did not enter at that time. There was no dispute that the Landlord Agent's spouse had entered the

backyard on June 11-12, 2025. There was no evidence that a proper notice of entry for any of these visits to the rental unit had been served.

47. Therefore, I find on a balance of probabilities that the Landlord had entered the rental unit illegally at least on 3 occasions. In my view reasonable compensation of \$100.00 per illegal entry is appropriate. Therefore, the Landlord shall be ordered to pay to the Tenants \$300.00 for the illegal entries.
48. Although “harassment” is not defined anywhere in the Act or its Regulations, as the Board noted in *Grimard v. Knight*, ([2006] O.R.H.T.D. No. 5; File No. SWT-07217 at para. 9) guidance on the intended meaning may be taken through its definition in other contexts. For instance, subsection 10(1) of the Human Rights Code, 1990 defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.” Similarly, Black’s Law Dictionary, 6th edition defines harassment to include among other things “any course of alarming conduct serving no legitimate purpose.” “Legitimate” in this context would mean “lawful, legal, recognized by law, or according to law.” Harassment could therefore be defined as conduct which a reasonable person knows or ought to know to be unwelcome by the other person pursued for no legitimate or lawful purpose.
49. The Court of Appeal in *Smith v. Youthlink Youth Services*, 2022 ONCA 313 (CanLII), stated that the Act is intended to redress the imbalance of power between landlords and tenants.

The starting point is that the Act is “remedial legislation designed to redress the **imbalance of power between landlords and tenants**. It removes leases from the ordinary contract law principles that would otherwise govern and establishes extensive statutory rights for tenants”...

(Emphasis added)

50. Section 38(1) provides that at the end of a fixed term, the tenancy continues on a month-to-month-basis.

(1) If a tenancy agreement for a fixed term ends and has not been renewed or terminated, the landlord and tenant shall be deemed to have renewed it as a monthly tenancy agreement containing the same terms and conditions that are in the expired tenancy agreement and subject to any increases in rent charged in accordance with this Act.

51. It is evident in this case, that the Landlord’s harassed the Tenants, by demanding they sign a lease extension, by refusing to permit them to go to a month-to-month tenancy. They also did so by entering without providing a proper notice of entry. They also used their power imbalance to include provisions and take action in the lease that are otherwise not enforceable.
52. Section 4(1) of the Act states that provisions of a lease that are inconsistent with the Act or regulations are void.

(1) Subject to subsection 12.1 (11) and section 194, a provision in a tenancy agreement that is inconsistent with this Act or the regulations is void.

53. In this case, the Landlord requested post-dated cheques for rent payment, contrary to section 108 of the Act.

Neither a landlord nor a tenancy agreement shall require a tenant or prospective tenant to,

(a) provide post-dated cheques or other negotiable instruments for payment of rent;

54. The Landlord also increased the rent by an unlawful amount in the lease extension. They did not provide a Notice of Rent Increase. As a result, this unlawful rent increase is void and the Landlord shall repay the Tenants the unlawful amounts paid. I note that the lease extension does indicate that a N1 Notice of Rent increase had been emailed to the Tenants, a copy was not provided and notwithstanding that increase was greater than the amount authorized in 2024.

55. The Court of Appeal in *Price v. Turnbull's Grove Inc.* 2007 ONCA 408 (CanLII) provides that an illegal rent increase that is not given in proper form and with proper notice is void and cannot be saved even if the Tenant paid it for 12 consecutive months. In this case, there is no evidence of a valid notice; the rent increase, instead is listed in the lease extension that I have found the Tenants were compelled to sign.

56. The Tenants application indicates that the current rent is \$3310.00. If the prior increase is void, then it follows that any subsequent increase must also be void since it is based on a false calculation of the prior lawful rent.

57. In taking a contextual approach to the real substance of the interactions in this tenancy, I am satisfied that the Landlord did interfere with the Tenants reasonable enjoyment and did harass the Tenants. They used their power over the Tenants to compel them sign a lease extension when it was not required, to unlawfully raise the rent, and to disregard their maintenance obligations.

Remedies.

58. The Landlord shall be ordered to pay \$300.00 for the unlawful entries.

59. The Landlord shall refund the amount of the unlawful rent increase from November 2024 to present. 12 months X \$100.00 per month, plus 3 months X \$160.00 equals \$1680.00 that the Landlord shall be ordered to repay.

60. The Landlord shall be ordered to repair the maintenance issues identified in this order, if not already done.

61. The Tenant requested a rent abatement for the interference with reasonable enjoyment and harassment.

62. The application was received by the Board on July 16, 2025. The Board's jurisdiction is limited to award a remedy to 12 months prior to the date of the application pursuant to section 2(2) of the Act.

No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.

63. In *Toronto Community Housing Corporation v. Allan Vlahovich*, 2010 ONSC 1686 (CanLII) the Divisional Court affirmed that the Board may not order a remedy beyond the one-year limitation period.

64. I am satisfied that in all the circumstances that a rent abatement of \$4725.00, (approximately 10% based on a rent of \$3150.00 for 15 months).

65. This rent abatement considers the lack of adequate maintenance, the interference with reasonable enjoyment and harassment from the Landlord.

66. The Tenants paid \$48.00 for an application fee and are entitled to be reimbursed that fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is **\$6,753.00**. This amount represents:
 - \$4, 725.00 for a rent abatement,
 - \$300.00 for a rent abatement for the illegal entries
 - \$1680.00 refund of the unlawful rent increases
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 8, 2026, the Landlord will owe interest. This will be simple interest calculated from February 9, 2026, at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by February 9, 2026, the Tenant may recover this amount by deducting the amount from their lawful rent until it has been recovered.
5. If the Tenant owes arrears of rent, this amount may be deducted from any arrears of rent owing.
6. The Lawful rent is \$3,150.00.
7. The Landlord shall at their own expense ensure that the following items are repaired to a satisfactory standard:
 - a. The carpet shall be cleaned so that is it no longer slippery and if not possible, shall replace the carpet within 30 days of the date of this order.
 - b. The kitchen and bathrooms fans shall be replaced within 30 days of the date of this order.

- c. The furnace shall be repaired or replaced so that the Tenants may regulate the temperature to a minimum of at least 20 degrees Celsius.
8. If the repairs set out in paragraph 7 above have not already been completed, then commencing February 1, 2026, the Tenants are entitled to a further rent abatement of 15% of the lawful rent each month or part month until such time as all the repairs have been completed.
9. The Tenants also have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 28, 2026
Original Date Issued

March 4, 2026
Amended Date Issued

Robert Patchett
Vice Chair, 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.