



## Order under Section 31 Residential Tenancies Act, 2006

**Citation:** Zmyslowska v Skyline Living, 2026 ONLTB 18443

**Date:** 2026-03-03

**File Number:** LTB-T-062240-24

**In the matter of:** 16, 116 HINCKS ST  
NEW HAMBURG ON N3A2A5

**Between:** Joanna Zmyslowska Tenant

**And**

Skyline Living Landlord

Joanna Zmyslowska (the 'Tenant') applied for an order determining that Skyline Living (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.

This application was heard by way of a written hearing. The final date of submissions was November 5, 2025.

### Determinations:

#### Background

1. The Tenant submits that the Landlord pressured the Tenant into accepting an increased charge of \$20.00 per month, from an original charge of \$10.00 per month, for the use of air conditioning, and that this continuous overcharge has resulted in financial hardship and stress that has amounted to substantial interference and harassment on an ongoing basis.
2. The Landlord submits that the Tenant's T2 application be dismissed on the grounds the fee increase occurred in 2022 and is thus outside the limitation period, and if not dismissed on that basis, the Landlord further submits that the fee increase does not amount to substantial interference or harassment under *the Act*.
3. Although the Tenant's materials focus extensively on the alleged illegality of an increase in the air conditioning charge from \$10.00 to \$20.00 per month implemented in 2022, the application before the Board is a T2 application; it is not a T1 application seeking a

determination that the Landlord collected money in contravention of the *Residential Tenancies Act, 2006* (“the Act”).

4. The Board does not have before it a properly filed T1 application challenging the legality of the rent increase or charge itself.
5. The Board’s jurisdiction in this proceeding is therefore confined to determining the following:
  - whether the Landlord substantially interfered with the Tenant’s reasonable enjoyment of the rental unit
  - whether the Landlord harassed, coerced, obstructed, or threatened the Tenant
6. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

#### Lawful Increase/Charge Issue

7. It is more likely that not that the charge was part of a rent increase, and even though the Tenant alleged the agreement to pay the charge was entered into under duress - it was paid by the Tenant and since the Tenant did not file an application contesting its legality it is more likely than not the increase was deemed legal.

#### *Analysis*

8. Rent is defined in *the Act* as:

“the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to a landlord or the landlord’s agent for the right to occupy a rental unit and for any services and facilities and any privilege, accommodation or thing that the landlord provides for the tenant in respect of the occupancy of the rental unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing...”

9. Section 123 (1) of *the Act* states, in part:

123 (1) that a landlord may increase the rent charged to a tenant for a rental unit as prescribed at any time if the landlord and the tenant agree that the landlord will add any of the following with respect to the tenant’s occupancy of the rental unit:

2. A prescribed service, facility, privilege, accommodation or thing.

10. Section 16 (1) clause 4 of Ontario Regulation 516/06 defines “extra electricity for an air conditioner” as a prescribed service or facility for the purposes of section 123 (1) of *the Act*.

11. Section 135.1(1) of *the Act* states:

135.1(1) An increase in rent that would otherwise be void under subsection 116 (4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months. In either event, no evidence was submitted

12. As such, even though the Tenant alleged the agreement to pay the charge was entered into under duress, it is uncontested the charge was paid by the Tenant for a period of at least 12 consecutive months, and that the Tenant did not bring a T1 application within the limitation period. On the basis of section 135.1 of *the Act*, an increase in rent without a valid notice of rent increase is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months. Further section 136(1) of *the Act* states that rents charged prior to one year after the amount was first charged are deemed to be lawful.

13. Therefore, since it is more likely than not that this was a legal charge, there is no way a lawful charge itself, without more, can form the basis of a substantial interference or harassment claim. This will be addressed below.

#### Limitation Period Issue

14. The Tenant filed their T2 application on August 2, 2024.

15. Section 29(2) of *the Act* provides that no application may be made more than one year after the day the alleged conduct giving rise to the application occurred. In *Toronto Community Housing Corp. v. Vlahovich*, 2010 ONSC 1686 (CanLII), the Divisional Court held that a remedy cannot go back further than the one-year limitation period.

16. In this case, it is undisputed that the air conditioning charge increase was implemented in June 2022 and first charged on or about August 2022. The waiver the Tenant alleges was signed under duress is dated June 16, 2022. Therefore, the conduct alleged here is the imposition and enforcement of the increased charge which occurred when the increase was implemented and communicated in 2022.

17. To the extent the Tenant alleges that the implementation of the increased charge constituted harassment, coercion, or substantial interference; I find that since this specific conduct occurred in 2022, this conduct falls well outside the one-year limitation period prescribed by section 29(2) and accordingly, I find that any allegation that the 2022 increase itself constituted harassment, coercion, or substantial interference is statute-barred.

18. The remaining question before me is whether the continued payment of a charge previously imposed constitutes a “new” and independent conduct giving rise to a fresh limitation period under section 29(2). The Tenant argues that the continued monthly collection of the increased amount constitutes an ongoing or “fresh” contravention and these ongoing contraventions amount to substantial interference and/or harassment. This will be addressed below.

### First v. Ongoing Charges Interpretation

19. Although this is not a T1 application, the Tenant has argued that each monthly payment of the increased amount constitutes a fresh contravention.
20. The Landlord submits that the increased charge conduct occurred in 2022 and rejects the Tenant's submissions that each charge constitutes a fresh contravention.

#### *Analysis*

21. Section 136(2) of *the Act* provides that:

An increase in rent shall be deemed to be lawful unless an application has been made within one year after the date the increase was first charged.

22. With respect to this case, I find the language of the provision is clear and deliberate whereas the limitation period runs from the date the increase was first charged. *The Act* does not provide that each subsequent collection of the charge, after the increase is made, restarts the limitation period. In my reading of section 136(2) the inclusion of the words "first charged" reflects an intention to create certainty and finality regarding rent increases.
23. Here, irrespective of the legality of the increase, the statutory language in section 136(2) supports the conclusion that ongoing payment of an increase does not constitute a new legal event each month a payment is collected. Here, I find the Tenant is conflating the practice of first charging an increase to the practice of subsequently collecting said increase. Therefore, as a result, I do not accept the Tenant's "fresh contravention" argument.

### Remaining Allegations within the Limitation Period

#### *Tenant's evidence*

24. The Tenant's relevant evidence within one year prior to the filing of the application consists primarily of:
  - Correspondence between the Tenant and the Landlord dated between June 3, 2025 and August 26, 2025;
  - A 2024 Notice of Assessment dated April 29, 2025;
  - Financial records dated February, March, May, and June 2025.

#### Correspondence between the Parties

25. The correspondence between June 3, 2025 and August 26, 2025 concerns the ongoing dispute regarding the air conditioning charge. The Tenant alleges the Landlord's behaviour, in addition to the ongoing charges, amounted to ongoing harassment.

26. The Landlord denied the Landlord's actions, or the aforementioned charge amounted to harassment, claiming interactions were in good faith to address issues with the tenancy.

### *Analysis*

27. Section 23 of *the Act* prohibits a landlord from harassing, obstructing, coercing, threatening, or interfering with a tenant.
28. In my review of the correspondence between the parties, the communications do not contain threats, abusive language, intimidation, or coercive statements.
29. A landlord is entitled to assert its legal position and request payment of charges it believes are payable. Disagreement over a monetary charge does not, without more, amount to harassment or substantial interference.
30. I find that the Tenant has led insufficient evidence to prove the communications within the limitation period do not rise to the level of harassment.

### Financial Evidence

31. The Tenant submitted into evidence a Notice of Assessment dated April 29, 2025 showing total income of \$11,020.00 for the 2024 tax year, as well as financial records and copies of rent cheques for several months in early 2025. This evidence appears intended to demonstrate financial hardship.
32. However, the existence of financial hardship does not establish on its own, without more, that the Landlord engaged in harassment or substantially interfered with the Tenant's reasonable enjoyment of the rental unit.
33. The Board draws a distinction between behavioural conduct that interferes with occupancy (e.g., threats, repeated intimidation, etc.), and monetary disputes regarding a charge.
34. In this case the Tenant provided no evidence demonstrating how the \$20.00 monthly charge prevented her from using the rental unit, restricted access to services, amounted to harassment, or interfered with her day-to-day occupation of the premises. Further, the Tenant led no documentary medical evidence or other contemporaneous documentation to substantiate the alleged impact on the Tenant's health or mental well-being, as alleged in the Tenant's application.
35. Even if the financial evidence establishes that the Tenant has limited income, it does not establish that the Landlord engaged in conduct the amounted to harassment or substantial interference.
36. I will also note that the burden of proof is on the Tenant in proving the allegations on a balance of probabilities. While the Tenant submitted documentary evidence in the form of financial records, and correspondence between the parties, the Tenant made limited submissions explaining how the evidence satisfies the legal elements of harassment, coercion or substantial interference. The Board is not required to construct legal arguments on a party's behalf – and on the evidence before me that is within the statutory

limitation period, the Tenant has not established that the Landlord engaged in conduct contrary to *the Act*.

37. Accordingly, the Tenant's T2 application is dismissed.

**It is ordered that:**

1. The Tenant's T2 Application is dismissed.

**March 3, 2026**  
**Date Issued**

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Greg Witt  
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.