



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-079957-24

In the matter of: 1711, 4090 LIVING ARTS DRIVE
MISSISSAUGA ON L5B 4M8

Between: Edward Ho
Erica Ho Tenants

and

Joao (John) Costa
Maria (Grace) Costa Landlords

Edward Ho and Erica Ho (the 'Tenants') applied for an order determining that Joao (John) Costa and Maria (Grace) Costa (the 'Landlords'):

- 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 23, 2026.

Only the Tenant Edward Ho and the Tenants' legal representative Silvat Syed attended the hearing.

Determinations:

1. The Tenants' application must be granted because their uncontested evidence, confirmed by documentary proof filed, proves on a balance of probabilities that the Landlords demanded illegal rent increases from the Tenants, and persisted in doing so even after the Tenants brought application to the Board and obtained an order declaring the Landlords' rent increases to be unlawful. The Tenants' uncontested evidence shows that the Landlords' attempts to extract unlawful rent increases were accompanied by threats of eviction and demeaning communication which I find to be inappropriate and unprofessional in both substance and tone.
2. Prior decisions of the Board, which are not binding but persuasive, have consistently held that attempting to extract an unlawful rent increase with threats of eviction is harassment within the meaning of section 23 of the *Residential Tenancies Act, 2006* (the 'Act') and breach of a landlord's obligations. See for example *TET-92785-18*, 2019 CanLII 89697 at

para. 38 (Ont. LTB) and HOT-07401-20, 2022 CanLII 106822 at para. 25 (Ont. LTB). Therefore, I find the Tenants' uncontested evidence sufficient to prove a breach of section 23 of the Act on a balance of probabilities.

Remedies

3. Having established the grounds for their application, the Tenants are entitled to those remedies they can prove on a balance of probabilities.
4. The Tenants seek an abatement of in the amount of \$3,997.50 representing approximately 15% of the rent paid over a 13-month period.
5. The law recognizes that there is no neat formula for determining an appropriate amount of abatement. There is no magic formula. I must consider the extent, nature and duration of the breach, its impact on the Tenants and the Landlords' response once the Landlords learned their conduct was unwelcome. The deliberation involved has been described as "more of an art than a science."
6. On considering the totality of the evidence presented, and based on my knowledge of similar cases decided by the Board, I find the amount claimed to be fair and reasonable compensation on the facts of this case.
7. The Tenants' claim for legal fees must be dismissed because they have failed to show any unreasonable conduct on the part of the respondents that has put them to undue expense or delay as explained in the Board's Interpretation Guideline 3 *Costs* dated December 15, 2018. That document is not a binding statement of the law but I accept it as the correct interpretation of the discretion granted in subsection 204(2) of the Act and adopt it as consistent with the established practice of the Board.
8. I also cannot accept the Tenants' attempts to recharacterize their claim for costs as damages because it is contrary to the established practice of this Board: *Dempsey v. Da Silva*, 2024 ONLTB 72598 at para. 23; *Li v. Baskaran*, 2025 ONLTB 18265 at para. 18, *TST-44321-13-2*, 2015 CanLII 77860 at para. 28; *TST-44321-13-2 (Re)*, 2015 CanLII 77860 at para. 28; *Kitwana & Adeoye v. Sun & Xu*, 2023 ONLTB 59140 at para. 45; *TST-82275-17 (Re)*, 2017 CanLII 28536 at para. 14(d).
9. Prior decisions of the Board are not binding on me but I accept them as consistent with the long-standing practice that parties bear their own legal costs for prosecuting or defending claims at the LTB absent a showing of unreasonable conduct. The essence of the Tenants' claim is that the Landlords' harassing conduct has put them to the unnecessary expense of retaining legal representation. They also allege that the Landlords have conducted themselves unreasonably in other proceedings before the Board.
10. I can make no findings in respect of the reasonableness or otherwise of anyone's conduct in other proceedings. In this case, the Tenants have failed to demonstrate any behaviour on the part of the Landlords entitling them to costs beyond their filing fee.
11. On considering the factors identified in Rule 15 of the Board's *Rules of Procedure*, the Tenants' request to amend their application in the form delivered on October 18, 2025 is granted.

12. The Tenants paid \$48.00 for filing the application and are entitled to be reimbursed those costs.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$4,045.50. This amount represents:
 - \$3,997.50 for a rent abatement.
 - \$48.00 for the application filing fee.
2. The Landlords shall pay the Tenant the full amount owing by March 16, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by March 16, 2026, the Landlord will owe interest. This will be simple interest calculated from March 17, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlords do not pay the Tenant the full amount owing by March 17, 2026, the Tenant may recover this amount by deducting it from the rent owing for period beginning April 1, 2026 until the full amount has been recovered.
5. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 5, 2026
Date Issued

Nersi Makki
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.