



Order under Section 31 Residential Tenancies Act, 2006

Citation: Rideout v Hariram, 2026 ONLTB 18702

Date: 2026-03-06

File Number: LTB-T-053529-23

In the matter of: Upper, 7160 JUSTINE DR
MISSISSAUGA ON L4T1M3

Between: Amy Rideout Tenant

And

Sahadeo Hariram Landlord

Amy Rideout (the 'Tenant') applied for an order determining that Sahadeo Hariram (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*)
- 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*)
- gave a notice of termination in bad faith (*T5 Application*)

This application was heard by videoconference on February 26, 2026. The Landlord, Represented by Vijayant Sood, and the Tenant attended the hearing.

Determinations:

Preliminary Issues:

Tenant Representative Availability

1. Although the Tenant did not request an adjournment, the Tenant raised that her Representative contacted her earlier in the day indicating that he had a family emergency and would not be at the hearing. No information or request to adjourn was made to the Board or the Landlord's Representative, and the Tenant was unable to reach her Representative by phone.

2. In reviewing the file history, the parties and their representatives were before the Board on November 22, 2024. The matter had been adjourned on consent. However, I note that the Tenant's Representative was both directed to the Board's Practice Direction on Evidence and advised that they "...should ensure their evidence complies with the Board's Practice Direction on Evidence...". The Tenant's evidence had been submitted via a Google Drive link. Because the entirety of the Tenant's evidence, including the Schedule which provided the details of the Tenant's claim were submitted in this format, the Board was unable to review the Tenant's claim.
3. I also note that as of the date of the hearing, the missing evidence had not been submitted into the Tribunals Ontario Portal ('portal') as instructed.
4. The Tenant was given the option of requesting an adjournment or proceeding on the merits of the hearing. However, I indicated I would take submissions on costs because the Tenant's Representative failed to follow the Board's instructions to provide the evidence in an acceptable format and had ample time to do so.
5. After considering her options, the Tenant decided to proceed with the hearing. The Landlord's Representative was able to provide a copy of the Schedule which had been served with. Therefore, we proceeded using the copy of the evidence in the Landlord Representative's possession (Doc-7452798).

Withdraw T6 Application

6. The Tenant seeks to withdraw her T6 application. The Landlord offered no objections.
7. As the request was made on consent, I granted the Tenant's request. The Tenant's T6 application is marked as withdrawn.

Application Amendment

8. The Tenant seeks to amend their T5 Application to remove Remedy 1, rent abatement, which is duplicative of Remedy 3, which seeks the rent differential.
9. As this is not prejudicial to the Landlord, I agreed to amend the Tenant's application to remove the claim made under rent abatement on the T5 application.

Tenant's T2 Application

1. As explained below, the Tenant has not proven the allegations contained in the application on a balance of probabilities. Therefore, the Tenant's application is dismissed.

Background

2. By way of background, the rental unit was a detached home where the Tenant lived in the unit for ten years with her four school-aged children. Initially, the Tenant rented the lower unit. She moved to the upper unit in about 2017.
3. On March 28, 2022, the Landlord gave the Tenant an N13 Notice of Termination Because the Landlord Wants to Demolish the Rental Unit ('N13'), with a termination date of August 1, 2022. Although the Tenant moved out on or about August 1, 2022, larger belongings remained in the rental unit until August 6, 2022, when the Tenant was able to secure a moving truck.
4. The Tenant's T2 allegations include that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit by storing heavy equipment in the back yard of the rental unit. The Tenant further alleges that the Landlord the Tenant by turning off the gas utility while the Tenant was still living in the rental unit.

Heavy Equipment

5. The Tenant alleges that the Landlord was storing heavy equipment at the rental unit which she believed were the machines necessary to begin the demolition. They were parked in the backyard. Although machines had been moved to property previously, the Tenant's testimony and allegations focused on the "third" machine which was moved onto the rental property on July 27, 2022. The Tenant states this impacted her children's ability to play in the backyard.
6. The Landlord does not dispute that he stored three pieces of large heavy equipment in the back yard of the rental unit. He states the machines belonged to a friend of his and were being shipped out of the country. He had allowed his friend to store them in the yard while awaiting shipment. However, he states that the Tenant had no reasonable expectation of use of the backyard because this was not included in the Tenant's lease.
7. Section 22 of the Residential Tenancies Act ('the Act') states: "A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed **substantially** interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household."
[Emphasis added]
8. The plain and ordinary meaning of substantial is of considerable importance, size, or worth. Although I agree that heavy equipment ought not to be stored in common areas of a residential rental complex, I do not find this rises to the level of "substantial interference." I say this because the Tenant was already well into the process of moving out of the rental unit by the time the third piece of equipment arrived on July 27, 2022. Given that the Tenant and her children left the rental unit a few days later and that the Tenant's children

could play in the front yard, I am not satisfied that the Tenant met her onus of proof. No order shall issue.

Gas Shut Off

9. The Tenant also alleges that the Landlord turned the gas utility off while the Tenant and her children were still in the rental unit. She points to a text message which she alleges the Landlord sent her in July 2022 in which the Landlord states that the residential complex will be demolished August 1, 2022. The Tenant alleges the Landlord shut the gas off on July 27, 2022, in efforts to harass the Tenant.
10. The Landlord disputes he sent the text message or that the gas was turned off in efforts to harass the Tenant. He says while at work, someone contacted him stating that the furnace was malfunctioning. He sent a friend over and realized the gas was shut off. He states he immediately contacted Enbridge; however, they could not attend that day and reattended the next day to turn the gas service back on.
11. I do not find the Landlord's evidence that he did not send the Tenant the text message, nor that he had no recollection of who called him on July 27, 2022, to be credible. It does not strike me that anyone else would have texted the Tenant about the demolish of the rental unit. Further, if a stranger called stating that the furnace was not working at the rental complex, it seems that this person would have had to be connected to the rental unit in some way. Otherwise, the Landlord would not have sent a representative to check on the furnace.
12. Despite the concerns about the Landlord's credibility, I am not persuaded that the Tenant discharged her onus of proof that the Landlord turned the gas off in efforts to harass her. There was no evidence, beyond the Tenant's oral testimony, to support the Tenant's assertion that the Landlord purposefully turned off the gas to harass the Tenant. Further, if the Landlord was attempting to exert undue pressure by turning the gas off, it does not follow the Landlord a day or two later then agreed to allow the Tenant to continue using the rental unit past the termination date.
13. Even if I accept the Tenant's evidence, the gas was turned back on in less than 24 hours. The Tenant's evidence was that she had no hot water and the kids could not bathe that night. However, I am not persuaded that one day without hot water rises to the level of substantial interference. This took place during the summer, so the Tenants were not left cold, nor did the children need to be school in the morning where they might need to be clean and presentable. The Tenant's evidence was that the gas was turned back on promptly the next morning. No order shall issue.

Tenant's T5 Application

14. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

15. Subsection 57(1)(c) of the *Residential Tenancies Act, 2006* (the 'Act') requires the Tenant to prove each of the following on a balance of probabilities:
 1. The Landlord gave the Tenant an N13 notice of termination under section 50 of the Act;
 2. The Tenant vacated the rental unit as a result of the N13 notice of termination;
 3. The Landlord did not demolish the rental unit within a reasonable time after the Tenant vacated; and
 4. The Landlord served the N13 notice of termination in bad faith.
16. The Tenant proved some of the requirements in subsection 57(1)(c). There is no dispute that the Tenant was given an N13 or that the Tenant vacated the rental unit in accordance with the notice.
17. The Tenant submits that the Landlord did not demolish the rental unit until May 2023; ten months after the Tenant vacated. She submits that this is not a reasonable amount of time. The Tenant states that if she had had more time, she would have been able to look for a more affordable rental unit. Instead, she found a rental unit which was beyond what she could afford.
18. The Tenant states she believed the Landlord, because of the text message he sent in July (see par. 10), that the Landlord was going to demolish her home on August 1, 2023, whether the family found somewhere else to move to or not. Her evidence was that the Landlord had told her he did not "...care about what the law is." She saw the machinery at the rear of the property, believing it to be for the demolition, and decided she needed to find somewhere to go for the sake of her family.
19. The Landlord obtained the demolish permit in June 2022 (Doc-1607789). He testified he required a survey of the property, and it took until October to find a contractor who could do the work for a price that was affordable for him. However, that contractor's equipment was elsewhere, and the contractor would not be able to bring his equipment on site to begin the demolish process until April 2023. The Landlord also testified that the contractor had difficulty finding sub-contractors, for example, to excavate the site. Regardless, the demolish was conducted in April 2023. Photos of the demolished home were submitted into evidence (Doc-4525532). The Landlord also submits that the property remained vacant until such time as it was demolished.
20. The Act does not define "reasonable", however, reasonable is generally defined as being sensible or rational. Legislature specifically chose not to specify a timeframe in s. 57(1)(c) of the Act but chose the word "reasonable" instead. This suggests to me that I must determine whether I am satisfied, on a balance of probabilities, that the timeframes in the case before me is reasonable.
21. In my view, the rental unit was demolished in a reasonable time frame. Although ten months is not an insignificant amount of time, I accept the Landlord's evidence that it took time to find an affordable contractor and that further delays were because the contractor could not undertake the work for several months and had difficulty finding sub-contractors. I am also not persuaded that the difference in testimony about when the demolish was conducted – the Tenant states May; the Landlord says April – has a significant bearing on my decision.

22. Further, I do not find the Tenant's submissions that the Tenant believed that the Landlord would demolish the home whether she found somewhere else to go or not, to not be borne out by the facts despite the text message. The Tenant was represented by legal counsel at this time, and she acknowledged that she knew she could opt to wait for a hearing. If the Tenant simply wanted more time to find an affordable rental unit, then it does not accord that she would not have simply exercised her lawful right to remain in the rental unit pending the outcome of a hearing.
23. The Tenant submits that the Landlord had told her he did not care about the law, and he would demolish the building regardless of her and her family. However, if this was true that the Landlord did not care about the law, then it also does not accord that the Landlord gave the Tenant the appropriate Board-approved notice to terminate the tenancy, or that the Landlord sought the appropriate permit from the City to conduct the demolition.
24. It seems to me the text message was hyperbole. I am not of the view that it is a reasonably held belief that the Landlord would demolish the house with the Tenant still inside, particularly because she had the benefit of counsel who would have presumably advised her of legal rights and options in this situation.
25. Section 202 of the Act states that I am required to consider the real substance of all transactions and activities relating to the residential complex when making my determinations. The case of *Elkins v Van Wissen*, 2023 ONCA 789, stands for the proposition that I must consider the Landlord's conduct before, during, and after the notice of termination was given. The Tenant's evidence was that the Landlord had many times told the Tenant of his intention to demolish the building at some point in the future.
26. When I consider the Court's guidance in *Elkins*, the Landlord's past statements support his good faith intention to demolish the rental unit. It may have taken the Landlord longer to complete the demolish than he originally anticipated, but the demolish was completed, just as he stated in his notice. As such, I do not find that there was any bad faith in giving the Tenant the N13 notice, and I am satisfied the demolish was done in a reasonable time frame.
27. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Tenant's application is dismissed.

March 6, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

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