



Order under Section 31& 30 Residential Tenancies Act, 2006

Citation: Sullivan v Bajwa, 2026 ONLTB 19216

Date: 2026-03-05

File Number: LTB-T-086893-25

In the matter of: middle unit, 12 George street west
Havelock ON K0L1Z0

Between: Jessica Sullivan Tenant

And

Muhammad Bajwa Landlord

Jessica Sullivan (the 'Tenant') applied for an order determining that Muhammad Bajwa (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.
- withheld or interfered with their vital services or care services and meals in a care home.

AND

Jessica Sullivan (the 'Tenant') applied for an order determining that Muhammad Bajwa (the 'Landlord') 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.

This application was heard by videoconference on November 10, 2025.

The Landlord's property manager Sara Ali (SA) and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant has proved the allegations in part as contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$2,784.75 as outlined in this order.

Background

2. The Tenant occupies the middle unit, within a detached home which is also referred to as unit # 1 by the Landlord, in a three-unit dwelling at 12 George Street West, Havelock, Ontario.
3. The tenancy commenced on May 15, 2015, the Tenant is a single parent to a three-year-old child.
4. The monthly rent is \$691.87, with heat included and hydro separately metered and paid by the Tenant. The Tenant filed the T6 (maintenance) and T2 (tenant rights) applications with the LTB on October 15, 2026 and amendment on October 31, 2025 for claims alleging ongoing maintenance issues and a pattern of interference and harassment.
5. The Landlord's property manager Sara Ali (SA) confirmed review of the amended application and there was a Certificate of Service (CoS) filed with the Board to confirm service of the amendment to the Landlord.
6. The T2 application alleges the following:
 - a) Entry demands with incorrect purpose, refusal to reasonably reschedule, and threats to involve police;
 - (b) Photographing the Tenant's personal effects during entry and privacy breach by posting the unit online with a photo capturing the Tenant's child
 - (c) Withholding/interfering with vital services (heat);
 - (d) Bad-faith eviction attempts, including N12 notices while advertising the unit at higher rent;
 - (e) Discriminatory posting of rental ads.

Illegal entry

7. On March 28, 2025, the Landlord served a notice of entry citing maintenance and inspection. When the Tenant indicated she was hosting her child's third birthday gathering and asked to reschedule and to clarify the purpose and unit, the Landlord refused and warned police would attend if entry was not allowed.
8. On March 29, 2025, the Landlord entered and immediately began photographing the Tenant's belongings despite the Tenant's objections, including regarding the bedroom. The visit culminated in the delivery of an N12 and the Tenant being advised that the place had sold.
9. The Tenant submitted that she believed 24 hours notice was provided based on the timing of the email in which the notice to enter was contained.

The law

10. Section 27 provides that a landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry in the following circumstances:

- to carry out a repair or replacement or to do work in the unit;
- to allow a potential mortgagee or insurer of the residential complex to view the rental unit;
- to allow a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the *Condominium Act, 1998*;
- to carry out an inspection of the rental unit, if,
 - i. the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under subsection 20(1) or section 161 of the RTA; and
 - ii. it is reasonable to carry out the inspection.
- for any other reasonable reason for entry set out in the tenancy agreement.

In addition, s. 27(2) of the RTA provides that the landlord, or, with the landlord's written authorization, a broker or salesperson registered under the *Real Estate and Business Brokers Act, 2002*, may enter a rental unit provided that they have given written notice to the tenant at least 24 hours before they enter to allow a potential purchaser to view the unit.

In any case where at least 24 hours written notice has been given to the tenant, the written notice must set out:

- the reason for entry;
- the date the landlord will enter; and
- the time of entry between 8:00 a.m. and 8:00 p.m.

11. In the case before me, while the Landlord provided sufficient notice to enter, the notice was not entirely for the reasons as outlined. As evidenced, the Landlord attended at the rental unit to inspect the property while also taking photos and subsequently serving the Tenant an N12 notice for purchasers use.

12. (SA) the landlord's agent submitted that the notice of entry as issued was for purposes of a unit inspection and that 24 hours notice was provided.

13. Therefore, I find that the Landlord did not enter the rental unit illegally. While not being forthcoming about the intended service of the N12, the Landlord did provide a compliant notice and inspected the property. Therefore, no remedy shall be considered in this regard.

Harassment and substantial interference

Photos/ internet posting

14. The Tenant submitted that on the basis of her fiancé's passing and connected circumstances, the fact that the Landlord took photos of the rental unit and property grounds in which the Tenant's young child is seen and was used by Landlord to advertise the rental unit created a breach of her security. And that the photos were taken without consent. A photo of the ad as posted on Kijiji by the Landlord contains an image of the Tenant's daughter in the yard of the rental property.
15. Photographs or video recordings taken by a landlord within a rental unit and without the consent of the Tenant are not specifically regulated under the *Residential Tenancies Act, 2006*. While s. 27 speaks to a landlord's rights to enter, it does not specifically address the issue of entry for the purpose of photographs. The Divisional Court has previously stated that the fact that a landlord taking photographs does not, by itself, constitute an infringement of a tenant's privacy rights. It would only constitute an infringement if it was done for an improper purpose. The Court also specifically approved of a landlord entering a rental unit pursuant to a notice of entry for the purpose of taking photographs to be used in defence of an application brought by a tenant before the Board. (*Nickoladze v. Bloor Street Investments/Advent Property Management*, [2015 ONSC 3893 \(CanLII\)](#)).
16. In *Juhasz v Hymas*, [2016 ONSC 1650 \(CanLII\)](#), the landlord's realtor wanted to take photographs of the interior of the unit for the purpose of the sale of the property. The tenant refused entry on the ground because photographs of her and her children's personal possessions would be disseminated to the public via the internet to advance the sale of the property. The Court found that in those circumstances taking photographs of a person's home and personal belongings without their consent and posting these photographs on the internet clearly infringes privacy interests. The Court distinguished these facts from *Nickoladze* on the basis that a privacy interest was clearly engaged.
17. The Court added in *Juhasz v Hymas* that where there is no specific clause in the tenancy agreement allowing for photographs, parties are free to work out a mutually agreeable accommodation to address a tenant's privacy concerns. For instance, photographs can be altered/ cropped to delete the visibility of personal items belonging to the tenant. Alternatively, personal items could be moved at the landlord's expense to facilitate photographs being taken that would not infringe privacy interests.
18. Here, the Tenant submits that no consent was given for the Tenant's child and bedroom photos to be taken by the Landlord. She made her objection known. I find that this circumstance most resembles the fact in the *Juhasz* case. In this case, the Landlord was taking the photos for purpose of an internet advertising, and as outlined above, The Court

found that in those circumstances taking photographs of a person's home and personal belongings without their consent and posting these photographs on the internet clearly infringes privacy interests. I therefore find the actions of the Landlord substantially interfered with the Tenant and infringed on her privacy as a result of the photos being taken and the subsequent posting of the photos on the internet for public access.

Issuance of N12 notices/ threats to move out

19. The Tenant submitted that the Landlord has sent her a number of messages in which she is asked to move out, issuing various N12 notices, for Landlord's own use and then for purchasers use. On page 49 of DOC-6702639 the Tenant evidenced a message in which the Landlord outlined that the property was sold and that she needed to move out.
20. The Tenant submitted that as of the date of the hearing, the unit was not sold based on public facing records as available to the Tenant for review. The tenant was issued an N12 for purchasers use with the date of termination of May 31, 2025.
21. In one text change the Landlord states "the place is sold you will be out sooner or later." When the Tenant replies that the issue of access to heat can not be extinguished by threats, and asks "kindly fix my heat," the Landlord replies, "*the place is sold owner will move in papers are filled Law is also changing I am being generous to offer you \$2,000.00 for you to move on if not Tenant bimirad will move you guys out.*"
22. Harassment can be defined as a course of conduct that a person knows, or should know, would be unwelcome by the other person. It is clear to me on the evidence that the Landlord understood that his sending the Tenant a notice of termination was irritating and an unwanted course of contact by the Tenant, especially where the tone suggested there were repercussions. So, while it is in the Landlord's lawful right to issue notices, I find that the conduct of the Landlord in the course of issuing the notices and communicating with the Tenant are harassing in nature.
23. As I have found that the Landlord has been issuing N12 notices and communicating with the Tenant in a manner that can be perceived to be harassing and threatening, and that the Landlord has substantially interfered with the Tenant and infringed on her privacy as a result of the photos taken and posted on the internet, the Tenant will be awarded a combined claim of \$1,000.00 in this regard.

Discriminatory advertising of rental unit

24. The Tenant evidenced the Landlord's online posting for one of the other rental units in which it was outlined that Indian or Punjabi students are preferred. The Ontario Human Rights Code, subsection 2(1) provides that everyone has the right to equal treatment with respect to housing, without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex (including pregnancy, gender identity), sexual orientation, age, marital status, family status, disability, or the receipt of public assistance. Therefore, making it unlawful for landlords to reject tenants based on the outlined grounds.

25. While the Tenant has not alleged discrimination she has claimed in the application the consideration of a fine to be imposed upon the Landlord for his conduct as towards her and in the way he carries on his business in the capacity of landlord. As evidenced on pages 53-55 the Landlord posted a discriminatory ad on Kijiji making his preference known for students of Indian or Punjabi ethnic groups.
26. (SA) testified that the Landlord hired an external company do his advertising and that they asked that the ad be removed.
27. Given that the Landlord did not attend and I had no benefit of hearing from them as to the ad's intentions and who the drafter was, while not imposing a fine, I am hopeful that the Landlord will take the time to educate himself in respect of the rental laws in Ontario and relevant legislation to prevent any future claims of discriminatory conduct as against himself or in his capacity as a landlord.

Vital services

28. The Tenant testified that heat has been restored to the rental unit on or about Thursday of the prior week, this would be November 6, 2025 and that this is the same pattern of behaviour as in the past year where heat was restored just before another hearing was to take place.
29. The Tenant submitted that the Landlord turned off the heat in an effort to evict her, that she was told that "I need to move out" and to use an electric heater on October 3 and 9, 2025 when she complained of not having heat. A text correspondence was sent to the Landlord and the Landlord replied that "*you've been given a notice, please consider that.*" The Landlord attempted to negotiate a move out date and suggested a \$2,000.00 payment to move out.
30. In evidence the Tenant submitted that she has been without heat since September 1, 2025, and that heat had been restored on or about November 6, 2025. This represents a 66 day period in during which the Tenant had no gas/ a primary source of heat in the rental unit.
31. In the year prior the Tenant submitted that she was without heat from October 16, 2024 to about December 1, 2024, coinciding with the prior LTB hearing date, the Tenant was not entirely sure but stated a few days before December 4, 2024. The claim from October 16, 2024 is reflective of the one year claim limitation as prescribed by the Act.
32. The Tenant claims a rent abatement of 30% for 49 days for the period of October 16, 2024 to about December 4, 2024 and 66 days for the period of September 1, 2025 to November 6, 2025.
33. The Tenant submitted that it was very cold in the rental unit and noting that she has a young child not having heat was of significant concern. Especially since this was an ongoing issue that had carried over from the year prior where she had found herself dealing with not having any heat again. By-law enforcement had been contacted.

34. The Landlord's property manager Sara Ali (SA) testified the reason there was no heat was because there was a technical issue with the furnace. That the furnace needed to be replaced and was installed in 2024, that this took a longer time because of a shortage of qualified technicians in the area. The Landlord did not provide any documentary evidence to support the installation of a new furnace.
35. Additionally, that the Landlord's bookkeeping staff did not address the payment of the gas bill on time sometime in 2025, therefore posing issues of the utility being disconnected. I find SA's testimony provided insufficient details to explain the delay to restore the gas.
36. An abatement recognizes the idea that a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for then he or she is entitled to abatement proportional to the difference between what is being paid for and what is being received. Considering the impact on the Tenant, I find that the request is appropriate.
37. The lawful rent is \$691.87. Based on the monthly rent, the per diem rate is \$22.75. This amount is calculated as follows: $\$691.87 \times 12$, divided by 365 days.
38. The total amount of rent for 115 days is \$2,615.84. Based on the Tenant's request of a 30% rent abatement, I find the Tenant is entitled to a rent abatement of \$784.75.

T6 Application

39. The T6 application alleges the following:

- No heat for extended periods across successive winters due to an unrepaired furnace;
- Rodent (mice) infestation; and
- Leaking kitchen sink, which the Tenant repaired herself/ personal cost

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.

Lack of Heat

41. The Tenant submitted that the lack of heat has already been addressed in that heat has been restored on or about November 6, 2025.
42. Therefore, the abatement of rent as addressed under the T2 portion of the application is awarded in consideration of this issue.

Mice infestation

43. The Tenant submitted that the Landlord blocked his phone number, she was not able to contact him and while she is aware of other property managers as contacts she did not advise anyone else about this issue. That she has a cat and dog and they assist with catching of any mice, and that current day there have not been any sightings.
44. As the Tenant did not adduce any evidence to support a mice infestation and submitted that the issue was not reported to the Landlord and or his agent(s), this matter can not be considered.

Kitchen sink

45. The Tenant claims for out-of-pocket expenses in the amount of \$230.00 that the Tenant incurred for a burst pipe and tap replacement. She came home to find a burst pipe and needed to replace the kitchen tap, the tap was replaced and she paid a friend to install it.
46. The Tenant did not notify the Landlord of this issue, as noted at the time of the hearing for this reason this claim can not be considered.

Remedies

47. While the Tenant requested that the Landlord be responsible for repairs of the maintenance issues as alleged, as of the date of the hearing there are no outstanding issues as outlined in the application. And as the Tenant also sought the remedy that no rent increases be permitted until all issues are addressed, noting that this remedy is also connected to outstanding maintenance issues and there are none, no remedies will be considered.
48. Additionally, the Tenant seeks \$6,000.00 in general damages for mental distress under "Other" remedies.
49. Based on the evidence before me, I am satisfied that the Tenant has provided sufficient evidence for consideration of general damages. The Tenant has had to endure two years of heat interruption, and when the issue of not having adequate heat was addressed with the Landlord, he did not respond in a manner which suggested concern, he simply stated that the Tenant has been issued a notice and "to move out", as evidenced. I accept the Tenant's submissions that the Landlord used these means in an effort to get her to move out voluntarily. While the Tenant claims \$6,000.00 for damages as arising from the Landlord's conduct, I find that a lump sum of \$1,000.00 to be a reasonable in this regard. The Landlord will be ordered to pay the Tenants a lump sum compensation accordingly.
50. Lastly, the Tenant requested that the Landlords pay a fine to the LTB. Guideline 16 of the Landlords and Tenant Board Interpretation Guidelines states under purpose, that an administrative fine is a remedy to be used by the LTB to encourage compliance with the Act, and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance.

51. Based on the evidence before me, I was not satisfied that the Landlord blatantly disregarded the Act and as outlined earlier, I trust the Landlord will take the time and familiarize himself with the laws governing tenancies in Ontario. I am satisfied that the remedies as ordered will provide adequate deterrence and ensure future compliance by the Landlord.

52. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord shall pay the Tenant is \$2,784.75. This amount represents:
 - \$1,784.75 for a rent abatement of rent and
 - \$1,000.00 in compensation.
2. The Landlord shall pay the Tenant the full amount owing by March 16, 2026.
3. If the Landlord does 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 Landlord does not pay the Tenant the full amount owing by March 17, 2026, the Tenant may recover this amount by deducting the amount of \$300.00 from the lawful monthly rent owing until the amount is fully paid off.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 5, 2026
Date Issued

Alicia Johnson
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.