



Order under Section 31 Residential Tenancies Act, 2006

Citation: Ebunu v Kawekwune, 2026 ONLTB 20987

Date: 2026-03-18

File Number: LTB-T-068836-24

In the matter of: 264 PINEHILL DR
HANNON ON L0R1P0

Between: Ann Akpofure Ebunu Tenant

And

Uche Kawekwune a.k.a. Jane Kawekwune Landlord
Emeka Kawekwune

Ann Akpofure Ebunu (the 'Tenant') applied for an order determining that Jane Kawekwune and Emeka Kawekwune (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; and harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on March 2, 2026.

The Tenant, the Tenant's representative Glenn Gosling, and the Landlords attended the hearing. Oghenefejiro Ebunu testified for the Tenant.

Reasons:

1. The rental unit is a house. The Tenant and her family moved into the unit on April 30, 2023. The rent was \$2,900.00 monthly. They moved out on September 30, 2024.
2. This application raises a several issues. I will consider them each in turn.

Maintenance

3. The application alleges that the Landlords failed to adequately maintain the rental unit in several ways. However, there is no T6 application before me respecting maintenance. I have therefore not considered whether the Landlords met their maintenance obligations.
4. The Tenant argues that the Landlord addressed maintenance issues by falsely claiming that she had damaged the rental unit, and that this substantially interfered with her reasonable enjoyment. I will deal with that allegation later in these Reasons.

Rent increase

5. The Tenant testified that at one point the Landlords raised her rent by an amount that exceeded the maximum permitted under the RTA, and without giving the notice required under the RTA. However, there is no T1 application before me seeking the return of overpaid amounts, so I have not considered whether the Landlords charged an unlawful rent.

Security alarm

6. The Tenant testified that the house had a security system with an alarm. The alarm kept going off at night for no reason. The Landlord told her to unplug it, which she did. It remained unplugged for the duration of the tenancy.
7. The alarm may have been a service or facility included in the tenancy agreement. However, there is no T3 application before me alleging a reduction in that service or facility. Consequently, I make no award for the fact that the alarm was unplugged and did not work during the tenancy.

Short-term rental listings

8. The Tenant and her daughter, Oghenefejiro Ebunu, both testified that after they moved into the house, strangers began showing up on their doorstep expecting to stay there. The Tenant and her daughter eventually realized that the house was listed as available for short-term rental on several websites. Members of the travelling and vacationing public were booking stays in the house.
9. The Tenant complained to the Landlords, and the visits declined in frequency for a while, then increased again. The Tenant testified that in total, there were more than 20 visits over the course of a year.
10. The Landlords did not give any testimony in reply to this allegation. On a balance of probabilities, I am satisfied that the Landlords substantially interfered with the Tenant's reasonable enjoyment by leaving the house actively listed on short-term rental sites while the Tenant was living there.
11. The visits were an annoyance. I will award rent abatements of \$15.00 for each of the 20 visits, for a total abatement of \$300.00.

Roofer incident

12. The Tenant and her daughter testified that on August 8, 2024, a roofer hired by the Landlords attended the premises to work on the roof. He then approached the Tenant and asked her to pay for his work. The Tenant refused, since repair costs were the Landlords' responsibility. The roofer then became irate and confrontational.
13. The Tenant locked the door. The roofer remained outside for a while, but eventually left. The Tenant and her family were afraid for their safety.

14. The Landlords did not reply to this allegation, and I accept the Tenant's evidence as true. The roofer attended the property as an agent of the Landlords, and they are liable for his conduct. He conducted himself in a way that substantially interfered with the Tenant's reasonable enjoyment of their home.
15. I will award a rent abatement of \$100.00 for the incident.

Harassment

16. On July 28, 2024, one of the Landlords left the Tenant a rambling, angry, menacing voicemail. She repeatedly accused the Tenant of damaging and destroying the house, and declared "I have total access going forward."
17. At some point, the Landlords decided they would like to sell the property. They told the Tenant she would have to move by August 27, 2024. They had no legal basis for that demand, as they had not given any notice of termination under the RTA.
18. On August 16, 2024, the Landlord left the Tenant another long, rambling, angry, and menacing voicemail. She berated the Tenant for not having found a new place after being told to move. She threatened to rent the property to new tenants for a higher rent. She complained about her financial circumstances and said that she needed more money for travel. She accused the Tenant of damaging the property and, using profanity, demanded that the Tenant carry out repairs.
19. The voicemails were vexatious, and the Landlord ought to have known they would be unwelcome. If the Landlord believed that the Tenant had damaged the premises, she could have addressed the matter politely. She could also have applied to the LTB for a remedy. Instead, she harassed, threatened, and berated the Tenant.
20. At some point between August 16 and 27, the Landlord left the Tenant a third angry voicemail. She repeatedly told the Tenant that she could not remain in the unit past August 27. Again, there was no legal basis for the Landlord's position. The tenancy had not ended, and the Tenant had the right to keep living in the unit. This was a third instance of harassment.
21. Recordings of the voicemails are in evidence before me. I find them to have been egregious. I will award a total rent abatement of \$500.00 for the voicemails.
22. The Tenant says that the three voicemails were part of a larger pattern of harassment. However, she did not testify regarding any other specific incidents, and her testimony was too vague to establish further harassment beyond the voicemails themselves.

Moving costs

23. In addition to a rent abatement, the Tenant seeks an award for various costs related to moving. She argues that the Landlords' conduct induced her to move, pursuant to section 31(2) of the RTA.

24. When asked why she moved, the Tenant testified that it was because the Landlords wanted to sell the property. She did not did not testify that she moved to escape the Landlords' harassment.
25. I am not satisfied that the Landlords' contraventions of the RTA reasonably induced the Tenant to move. The Landlords told the Tenant that she would have to move because they wanted to sell the property. Their demand had no legal effect, and the Tenant was free to ignore it. The Landlords did not serve any notice of termination under the RTA, nor would a desire to sell the property have been grounds on which they could have served a notice of termination.
26. In other words, the Tenant chose to move to facilitate the Landlords' sale of the property, even though she did not have to. I do not find that the Landlords induced her to move within the meaning of section 31(2).
27. The Tenant's request for remedies related to moving are therefore denied.

Result

28. The rent abatements awarded come to a total of \$900.00. The Tenant is also entitled to her filing fee of \$48.00 for this application. An order will issue accordingly.

It is ordered that:

1. The Landlords shall pay the Tenant \$948.00, which represents a rent abatement and the filing fee for this application.
2. If the Landlords do not pay the full amount owing by March 29, 2026, they will owe simple interest calculated at 4.00% annually on the balance outstanding.

March 18, 2026
Date Issued

Dale Whitmore
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.

