



Order under Section 31 Residential Tenancies Act, 2006

Citation: Matheson v Conforti, 2026 ONLTB 18968

Date: 2026-03-17

File Number: LTB-T-023414-23

In the matter of: Upper, 229 Donlea Dr.
East York ON M4G2N3

Between: Elizabeth Matheson
Dustin Haenni
Tenants

And

Olivia Conforti
Samuel Nouet
Landlords

Elizabeth Matheson and Dustin Haenni (the 'Tenants') applied for an order determining that Olivia Conforti and Samuel Nouet (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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on April 22, 2025 and on February 24, 2026.

The Landlords and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay \$3,301.00 to the Tenants by March 28, 2026.
2. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
3. The Tenant, Elizabeth Matheson testified that:

- a. She and the Landlords shared the laundry room as set out on the lease, "laundry room/washer and dryer shall be shared between Landlords and Tenants." She moved into the rental unit knowing that she would have to enter the Landlords' basement apartment to access the laundry room.
- b. She and her husband moved into the rental unit on November 1, 2021 and at first, there were very few problems with the sharing of the laundry room. The Landlords had communicated to the Tenants on October 26, 2021 that "we will leave the basement apartment during that time frame" allowing the Tenants' privacy when using the laundry room.
- c. In April of 2022, the Tenant advised the Landlord that she was expecting in July of 2022 and that they would need additional laundry times.
- d. In July of 2022, the Landlords advised the Tenants that they would not be allowing changes to the laundry schedule without a week's notice and implied that they would lose laundry access if they did not provide the notice.
- e. She sent countless emails to the Landlords about the need for more laundry use and tried to negotiate an agreement that all parties could live with.
- f. The Tenant pointed to an email from the Landlords on August 24, 2022 whereby they stated, "We will accommodate this Thursday 7-9 p.m. and next Thursday 7-9 p.m. as you adjust but moving forward weekly laundry will need to be kept to weekends."
- g. She stated that despite requesting alternative dates from the Landlords, the Landlords' response included "Under no circumstances are there going to be any changes to the laundry schedule agreed upon in November 2021."
- h. Further, the Tenant advised that they were denied the use of the laundry room at times when the Landlords were away from home like the time that they were in Florida.
- i. The Tenant stated that although the lease stated "laundry room/washer & dryer shall be shared between LL and TT", the Landlords maintained that the laundry room was not a shared space.
- j. Due to the Tenants' frustration with laundry access, the parties had a meeting and included Lou Conforti who is Olivia Conforti's father who is a realtor and it occurred on March 8, 2023. After that meeting both parties proposed amendments to the laundry schedule and the Tenants continued to request increased times to complete their laundry.
- k. At the end of these negotiations which did not resolve the issue, the Tenants emailed the Landlords to advise them that with the current conflict between the parties, they would like to limit their personal interactions with the Landlords.
- l. Up until March 19, 2023, the Landlords had been vacating their basement apartment to provide privacy for the Tenants' use of the laundry room. However on March 19, 2023 which was the Tenants' regular laundry day, the Landlords did not vacate their unit as they apparently had guests over that day. The Tenants felt that they could not complete their laundry on that day due to the animosity between the parties and they used their next door neighbour's laundry machines that day.
- m. She stated that the strict limitations on their ability to use the shared laundry caused both her and her husband significant frustration and it substantially interfered with their reasonable use of the rental unit.
- n. The Tenant also claimed that the Landlords were threatening eviction when they served them with an N12 notice as the Landlords required the full house.

- o. The Tenant also stated that the Landlords complained loudly about the temperatures that were set by the Tenants in the main floor of the house. The thermostat for the entire house was located in the Tenants' unit. The Tenant described that the Landlords insisted that the temperature be set at 23 degrees Celsius in the summer and the temperature to be set warmer in the winter. The temperature in the basement was colder than the temperatures in the main floor of the house and the Tenants were advised that the Landlords would install a lock box on the thermostat if the Tenants did not agree with their demands.
- p. The Tenant felt that she and her husband were harassed and threatened by the Landlords and that the Landlords' actions caused significant interference with their reasonable enjoyment of the rental unit.
- q. The Tenant is seeking a rent abatement of \$3,253.00 which is equal to one month's rent which they feel is fair in the circumstances as they resided in the rental unit for 29.5 months. The Tenants are also seeking that the Board order a fine against the Landlords for their behaviour and they are seeking an apology from the Landlords. Finally, the Tenants are requesting the repayment of the application fee.

4. The Landlords, Olivia Conforti and Samuel Nouet testified that:

- a. Prior to the tenancy commencing, all parties agreed on a laundry schedule and that was set out in emails from August 18, 2021 to the time that the Tenants moved in.
- b. The Landlords stated that they did not deny the Tenants access to the laundry room but they allowed access at the agreed upon times.
- c. They stated that the Tenants' realtor drafted the lease between the parties and that it was his responsibility to add the schedule. The Landlords did have their own realtor negotiating the lease for them.
- d. The Landlords read out an email between their mutual realtors which stated that the Tenants had issues with their previous lease so they assumed that meant that the Tenants were difficult.
- e. The Landlords stated that they did not refuse access to the laundry room on March 19, 2023 as the Tenants could have attended to use the washer and dryer despite the Landlords' company.
- f. They stated that there were 5-10 times during the tenancy that one of the Landlords was present when the Tenants used the laundry room.
- g. The Landlords stated that they were not threatening the Tenants when they failed to renew the lease and they provided the Tenants with the N12 notice. The Landlords required the whole house and that was why the notice was served to the Tenants.
- h. Regarding the temperature complaints, the Landlords stated that the Tenants had full control of the thermostat as the thermostat was located in their rental unit.
- i. The Landlords felt that the Tenants' T2 application should not have been filed 16 months after the Tenants moved in as the timing demonstrated that the Tenants were not feeling harassed or interfered with.

Substantial Interference

- 5. Section 22 of 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.”

6. The lease signed between the parties clearly set out that the “laundry room/ washer and dryer shall be shared between the Landlords and the Tenants.” This lease provided the Tenants with unfettered access to the laundry room and no schedules were attached to the lease. Despite the fact that the Tenants had to enter the Landlords’ unit to access the laundry room, the lease provided full access to the Tenants.
7. The Landlords had an obligation to allow the Tenants to utilize the laundry room at any time that they desired. Although the Tenants had that free access, they attempted to follow the very rigid schedules enforced by the Landlords and the Landlords vacated their rental unit during those laundry times. The Tenants were given access to the laundry room at a set time on the weekend.
8. The Tenant’s testimony included that she notified the Landlord in April of 2022 that she was expecting a baby in July of 2022 and that she was requesting further laundry time during the week. The Landlord emailed a response advising that she would provide two nights of accommodation during a two-week period and then laundry would revert back to the weekend access only. Despite this, the Tenant continued to communicate with the Landlord in an attempt to increase her laundry access with her new baby and the Landlord responded, “Under no circumstances are there going to be any changes to the laundry schedule agreed upon in November 2021,”
9. The laundry access continued to be strictly controlled by the Landlords and due to the frustration of both parties, a meeting was held on March 8, 2024 which included the Landlord’s father who is a realtor. After this unsuccessful meeting, the Tenants emailed the Landlords to advise that they would like to limit any personal interaction with them due to the ongoing conflict. On March 19, 2023 which was the Tenants’ planned laundry access day, the Landlords did not vacate their unit and were entertaining guests. The Tenants felt uncomfortable and did not attempt to use the laundry machines and used a neighbour’s room instead.
10. The Landlords spent a great deal of time providing evidence of laundry schedules that were apparently agreed to between the parties, prior to signing the lease. The Landlords stated that the Tenants were well aware that there would be a schedule for the laundry room and they agreed to follow that schedule. The Landlords stated that they were not denying the Tenants access to the laundry room but they were adhering to the agreed schedule.
11. The Landlords stated that the lease was drafted by the Tenants’ realtor so if there was an error made in the lease, it was that person’s fault and they should not be penalized for it. It does not matter which realtor drafted the lease as the lease was clear in that the Tenants had unfettered access to the laundry room as it was a shared, common area. Each realtor representing the parties had the obligation to protect their clients’ interests and both realtors accepted the lease the way it was written.

12. I am satisfied that the Landlords substantially interfered with the Tenants' reasonable enjoyment of the rental unit by severely limiting the Tenants' access to the shared laundry room. Again, the Tenants were entitled to unfettered access to the common room but attempted to adhere to a very strict schedule created by the Landlords. I do not understand the reasoning behind the Landlords' actions but their behaviour was a direct contravention to section 22 of the Act. This interference occurred from November 1, 2021 for 2.5 years until the Tenants vacated the rental unit.
13. The Tenants also claimed that the Landlords were interfering with their ability to control the temperature in their rental unit, the Tenants did have the thermostat control in their unit. Based on the evidence, I am not satisfied that the Landlords interfered with the temperature control. Had the Landlord installed a lock box on the thermostat as threatened, if the Tenant did not adhere to the Landlord's preferred temperature, my decision might have been different.

Harassment

14. The Tenants' T2 Application also alleged that the Landlords harassed them. The pertinent section of the Act that reference the Tenants' claim is section 23:

A landlord shall not harass, obstruct, coerce threaten or interfere with a tenant.

15. There is no definition of "harassment" under the Act but generally speaking, harassment is usually considered to be a course of conduct that a reasonable person knows or ought to know would be most unwelcome. [See for example, *Toronto Community Housing Corporation v. Pac*, 2021 CanLII 146690(ON LTB)]
16. The Tenants claimed that they were being harassed when the Landlords served them with the N12 notice of termination due to the fact that the Landlords required the whole home. I am not satisfied that the Landlords harassed the Tenants as the Landlords have the right to file that notice if that is their good faith intention.
17. Having made this finding, I find that the Tenants are successful with the majority of their T2 application.

Remedies

18. The next issue before me is the quantum of remedies to award the Tenants. The remedies that the Tenants are requesting in the application include an abatement of one month's rent, \$3,253.00, an apology from the Landlords, an LTB fine against the Landlords and the filing fee.
19. With respect to the abatement amount of \$3,253.00 which is the equivalent of one month's rent, I am granting the full amount. The Tenants resided in the rental unit for 29.5 months and they dealt with the Landlords' strict access schedule, which was contrary to the lease and the Act, from the first day of their tenancy. Normally in a case like this, I would order a percentage of abatement throughout the whole tenancy as the Landlords'

substantial interference continued and I expect that the total abatement would have been much higher than \$3,253.00.

20. The Tenants are also requesting that the Landlord be ordered to pay an administrative fine Pursuant to the Board's Interpretation Guideline 16:

An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act* (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 RTA and other remedies will not provide adequate deterrence and compliance.

21. Given the total amount of the abatement and filing fee is \$3,301.00, I do not believe that a further administrative fine is required, as I believe the abatement itself serves as an adequate general and specific deterrent against the impugned conduct. No administrative fine is ordered.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$3,301.00. This amount represents:
 - \$3,253.00 for the rent abatement; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 28, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by March 28, 2026, the Landlords will owe interest. This will be simple interest calculated from March 29, 2026 at 4.00% annually on the balance outstanding.

March 17, 2026
Date Issued

Carrie Bertrand
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.