



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-088968-24

In the matter of: Basement, 1813 SPRUCE HILL RD
PICKERING ON L1V1S5

Between: Samed Seyhun Tenant
Canan Seyhun

And

Mengying Ding Landlord
Mike Mehrdad Arabi

Samed Seyhun, Canan Seyhun (the 'Tenant') applied for an order determining that Mengying Ding and Mike Mehrdad Arabi (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.

This application was heard by videoconference on March 12, 2026.

Only the Tenant attended the hearing.

As of 10:10 a.m., the Landlords were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Preliminary Issue:

1. The Tenant advised the named party Halid Seyhun was his minor child and requested the removal of the minor as a named party.
2. As a result, Halid Seyhun will be removed as a named Tenant.

Determinations:

3. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$2,000.00.
4. The Tenant applied to the Landlord and Tenant Board (the 'Board') alleging that the Landlord, through the conduct of the landlord's agent, harassed the Tenant and substantially interfered with the Tenant's reasonable enjoyment of the rental unit contrary to sections 22 and 23 of the *Residential Tenancies Act, 2006* (the 'Act').
5. The rental unit is a basement unit.
6. The Tenant submitted text message and email communications between the Tenant and the Landlord's agent. These documents were admitted into evidence.

Tenant's Uncontested Evidence

6. The Tenant testified that during the tenancy the Tenant communicated only with the Landlord's agent, Mike Mehrdad Arabi, and never directly with the Landlord.
7. The dispute between the parties began after the Tenant requested to terminate the tenancy before the expiration of the lease due to maintenance issues in the rental unit. The Tenant had filed a T6 application (LTB-T-088979-24) with the Board and this was heard on January 22, 2026. An order issued on January 30, 2026 wherein the Landlord was ordered to pay the Tenant \$2,000.00.
8. According to the Tenant, following this request the tone of the landlord's agent's communications became hostile and threatening.
9. The Tenant testified that when the Tenant initially moved into the rental unit the Landlord's agent provided the password to the home internet network.
10. The Tenant stated that the agent later accused the Tenant of stealing Wi-Fi services and suggested that the Tenant's employer might be contacted regarding this alleged conduct.
11. The Tenant submitted communications in which the agent questioned whether the Tenant's employer knew that the Tenant was allegedly using stolen internet services.
12. The Tenant testified that these accusations were distressing and damaging to the Tenant's professional reputation. However, the Tenant was not able to establish if the agent in fact contacted his employer or if his employer spoke to him about the incident.
13. The Tenant also submitted messages from the Landlord's agent referencing the Tenant's immigration status.
14. In email communications dated October 24, 2024, the agent stated that if the Tenant were criminally charged the Tenant would be deported and that the country would be better without people like the Tenant.

15. The same communications included statements suggesting that people like the Tenant were involved in criminal activity and questioning whether the Tenant was legally present in Canada.
16. The Tenant testified that these comments were offensive, humiliating, and intimidating.
17. The Tenant also submitted communications in which the agent threatened significant financial claims against the Tenant.
18. In a message dated October 23, 2024, the agent indicated that there would be a claim exceeding \$35,000.00 for work done in the rental unit and this caused the Tenant much stress.
19. The Tenant testified that these threats were made after the Tenant asserted their rights regarding the tenancy by filing an application at the Board.
20. The Tenant also submitted email communication from October 23, 2024 from the Landlord's agent stating that construction in the residential complex would begin and that electricity or gas might be disconnected. The agent suggested that the Tenant should make arrangements to move because contractors might turn off utilities. In fact, the Tenant alleges the electricity was shut off multiple times in his rental unit without notice.
21. The Tenant testified that these statements caused concern that essential services would be interrupted.
22. The Tenant also submitted messages accusing the Tenant of illegal entry and theft and indicating that police would be contacted.
23. The Tenant testified that the cumulative effect of these communications caused significant stress and made the Tenant feel unsafe in the rental unit.
24. The Tenant ultimately vacated the rental unit on January 1, 2025.

Credibility

26. The Landlord and the Landlord's agent did not attend the hearing to dispute the Tenant's evidence.
27. The Tenant's testimony was consistent with the documentary evidence filed.
28. I find the Tenant's testimony to be credible and reliable, and I accept the Tenant's evidence.

Analysis

29. Section 22 of the Act provides that a landlord shall not substantially interfere with a tenant's reasonable enjoyment of the rental unit.
30. Section 23 of the Act prohibits a landlord from harassing, coercing, threatening, or interfering with a tenant.
31. The documentary evidence includes numerous written communications from the Landlord's agent.
32. Several communications from the Landlord's agent reference the Tenant's immigration status and suggest the Tenant could be deported.
33. Other communications accuse the Tenant of criminal conduct and contain derogatory comments directed at the Tenant.
34. I find that these comments were inappropriate and discriminatory in nature.
35. The communications also contain threats of significant financial claims, accusations of theft, and statements suggesting that utilities in the rental unit might be disconnected.
36. Some communications occurred during a dispute relating to the tenancy; however, the tone and language used are unnecessarily aggressive and intimidating.
37. The Board has previously recognized that harassment may arise from a pattern of hostile or threatening communications.
38. When considered cumulatively, the communications demonstrate a pattern of conduct that was reasonably likely to intimidate and distress the Tenant.
39. I therefore find that the Landlord, through the conduct of the Landlord's agent, harassed the Tenant contrary to section 23 of the Act.
40. I also find that repeated threatening communications of this nature would reasonably interfere with a Tenant's comfort and security in their home.
41. Accordingly, I find that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit contrary to section 22 of the Act.

Remedy

42. A I find that the Landlord, through the conduct of the landlord's agent, harassed the Tenant and substantially interfered with the Tenant's reasonable enjoyment of the rental unit, the Tenant is entitled to compensation.
43. The Tenant seeks a rent abatement in the amount of \$4,000.00 and general compensation in the amount of \$25,000.00.
44. While I find that the Landlord's agent engaged in harassment and conduct that substantially interfered with the Tenant's reasonable enjoyment, the amount requested is excessive.
45. The conduct consisted primarily of written communications during a dispute between the parties.
46. Although the communications were inappropriate and unacceptable, the evidence does not support damages at the level requested by the Tenant.
47. Taking into account the seriousness of the conduct and its impact on the Tenant, I find that \$2,000.00 is an appropriate amount of compensation.

Administrative Fine

47. The Tenant also requested an administrative fine.
48. Administrative fines are generally reserved for cases involving serious or repeated disregard for the Act where a fine is necessary to encourage compliance.
49. While the conduct in this case was inappropriate, I am not satisfied that an administrative fine is necessary in the circumstances.
50. 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 \$2,000.00 by April 17, 2026.
2. If the Landlord does not pay the Tenant the full amount owing by April 17, 2026, the Landlord will owe interest. This will be simple interest calculated from April 18, 2026 at 4.00% annually on the balance outstanding.

March 17, 2026
Date Issued

Teresa Hunt
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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