



Order under Section 31 Residential Tenancies Act, 2006

Citation: Taylor v Elsokkary, 2026 ONLTB 2031

Date: 2026-03-17

File Number: LTB-T-012746-22

In the matter of: 3968 BURDETTE TERR
MISSISSAUGA ON L5M0J2

Between: Bruce Taylor Tenant
Tracy Thompson

And

John Elsokkary Landlord

Bruce Taylor and Tracy Thompson (the 'Tenant') applied for an order determining that John Elsokkary (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 May 12, 2025, September 16, 2025 and October 30, 2025.

On May 12, 2025, the Tenant Bruce Taylor, Landlord's Representative Eric Spalvieri and Landlord attended the hearing. On September 16, 2025, the Tenant Bruce Taylor, Tenant Tracy Thompson, Tenant's Representative Yvan Pilon, Landlord's Representative Eric Spalvieri and Landlord attended the hearing. On October 30, 2025, the Tenant Bruce Taylor, Tenant's Representative Yvan Pilon, Landlord's Representative Eric Spalvieri and Landlord attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant a total of \$7,016.37 as a rent abatement and for certain moving expenses.

Tenant Evidence

2. Bruce Taylor testified that they moved into the rental unit in April 2011 and moved out on July 31, 2021. He lived in the rental unit with the other Tenant Tracy Thompson and their child. The rental unit was in a single family home ("property").
3. Bruce Taylor testified the Landlord is a real estate agent and an experienced landlord as they have various properties which they rent out.
4. Bruce Taylor testified that the Tenants got into a dispute with the Landlord as a result of rent increases and various outstanding maintenance issues. On March 1, 2021, the Tenant notified that Landlord by email that they were going to commence an application at the Board on these matters and would be paying \$2,200.00 a month in rent which the Tenant claimed was the lawful rent versus the \$2,355.00 which the Landlord had claimed was the Tenant's rent. These matters were adjudicated by the Board in HOT-12923-22.
5. Bruce Taylor testified that on March 2, 2021 the Landlord notified them that because the "real estate market is scorching right now" the Landlord intended to sell the property. The Landlord specified that they would be putting a lock box on the property and would provide the Tenant with 24 hours notice of any showing and the showings could take place anytime between 10 am – 7 pm 7 days a week.
6. Bruce Taylor testified he was very concerned about showing of the property both due to health reasons as it was in the middle of the Covid 19 Pandemic and logistical reasons as his wife, Tenant Tracy Thompson needed to isolate when not travelling and his child was participating in online school and would be disrupted by such showings. As such he suggested a substantially modified schedule proposing two fixed time showing during the week between 2:00 pm-6:30 pm and one weekend showing early in the afternoon.
7. Bruce Taylor testified about email exchanges between the Tenant and the Landlord as the Landlord was not happy with the proposed modified showing schedule as it would restrict the ability to show the property. Bruce Taylor submitted emails between the Landlord and Tenant from March 3, 2021, March 8, 2021 and March 9, 2021.
8. Bruce Taylor testified to a letter they received on March 16, 2021 from a Lawyer, Joshua Azan, on behalf of the Landlord. The letter reiterated the Landlord's position on their legal rights to show the property upon providing the Tenant 24 hours notice and provided assurances that they would be following the Public Health Guideline related to the Covid 19 Pandemic. Bruce Taylor testified that he felt threatened by a line in the Lawyers letter which stated "Further I remind you that, in the event the market value is detrimentally impacted e.g due to your interference with the landlord's right, you will be held liable".
9. Bruce Taylor testified that he was surprised by the Lawyers' letter as the Landlord had not put the property up for sale yet and that Tenant had not received any request for the Landlord to show property .
10. Bruce Taylor testified that the Landlord inspected the rental unit on March 19, 2021 which according to an email from the Landlord was a prerequisite to listing the property for sale.
11. Bruce Tylor testified that after the inspection he continued to check the MLS to see if the property was listed but did not see any listing. He testified that after the inspection he had

very little communication from the Landlord. It was very stressful dealing with the uncertainty of not knowing when the Landlord would be listing the property and what would happen as far as their tenancy after the property was sold.

12. Bruce Taylor testified that on April 6, 2021 he noticed that a real estate for sale sign with a banner Coming Soon to MLS ("For Sale Sign") had been put on the property's front lawn. The sign included a picture and the name of the Landlord, the Landlord's real estate brokerage Cityscape and a phone number to contact for information on the property. Bruce Taylor submitted a picture he took on April 6, 2021 of the sign on the front lawn of the property.
13. The same For Sale Sign was up for over 4 months from April 6, 2021 to July 23, 2021. In support of his testimony he provided pictures he took on May 31, 2021, June 21, 2021, July 7, 2023. All these pictures showed the exact same For Sale Sign which included the "Coming Soon to MLS" banner.
14. Bruce Taylor testified to a picture he took on July 23, 2021 of the front lawn of the property which no longer had the sign.
15. As soon as sign went up people began ringing the property's door bell asking when the property was going up for sale. He testified that this occurred often and that it was very annoying.
16. He testified that having the For Sale Sign up for months without knowing when the Landlord would list and begin showing it caused great stress due to the uncertainty it caused. The Landlord provided no details of their timeline for the listing or if their plans had changed for the property. As the For Sale Sign remained on the front lawn of the property the Tenant assumed the Landlord still intended to sell the property.
17. Bruce Taylor testified that given the uncertainty related to the potential sale of the property the Tenant provided a N9 Notice to the Landlord on May 31, 2021, stating that they would be ending their tenancy on July 31, 2021.
18. Due to the hot housing market they could not find anything affordable of a similar size in the area to rent so they ended up buying a property in Sudbury in June 2021. They were able to relocate as the Tenant Tracy Thompson could work remotely when not travelling for work and he was a stay-at-home father.
19. Bruce Taylor testified that despite the Landlord saying they would put the property for sale they saw no indication it was ever listed for sale. He found an online posting for the rental unit in Realtor.ca from August 30, 2021 that showing the rental unit available for \$3,200.00/month which was \$1,100 more Tenant was paying. The posting was by the Landlord as the listing agent.
20. Under cross examination Bruce Taylor admitted that the Landlord never showed the property to a potential purchasers and never told the Tenant that they would be required to move out of rental unit if the property was sold.
21. Under cross examination, Bruce Taylor admitted that he voluntarily provided the N9 notice and the Landlord did not request it.

22. The Tenant Tracy Thompson testified that she works for a alcohol company in a role that requires travel to various manufacturing facilities across Canada on a regular basis. She testified that the manufacturing facilities were deemed an essential service during the Covid 19 Pandemic so despite travel restrictions she was permitted to travel but was required to isolate for 2 weeks between visits to these manufacturing facilities.
23. Tracy Thompson testified that the proposed showing at the property caused her great stress as she was the main income earner and having people coming in and out of the rental unit would directly interfere with her obligations to isolate herself. She testified that every time she went to an airport she needed to have Covid test and was mindful that a positive test would not just impact her but the work she was doing. She testified that she had gotten Covid in March 2020 during a work trip to the UK, had gotten very sick and was very concerned about getting Covid again and being off work.
24. Under cross examination, Tracy Thompson testified that despite her concerns, there were no showings of the property occurred during the period between March 2021 and when the Tenants moved out in July 2021.

Landlord's Evidence

25. Landlord John Elsokkary testified that his main occupation is as a pharmacist and he only sells real estate on a part time bases.
26. He testified that he decided to sell the property as it was stressful time for his family and wanted less responsibility of managing this investment property.
27. He put up the for sale sign up in April 2021 to create interest in the property before listing it. He testified that Tenants' request for very short showing windows made it impractical to arrange for people to visit the property. He testified that it was a hot market so it was a good time to sell but he did not want to sell at a discount because of reduced showings.
28. He testified that in April 2021 he left the country with his family for about two and half months returning in June 2021. The Landlord was unclear on which days he left and returned but that was away for a substantial period of time starting in April.
29. John Elsokkary testified that when he was travelling he forgot about the For Sale Sign at the property. He testified that it was only after they returned and was less stressed that he decided to not sell the property. He testified that he never did put the property up for sale.
30. Under cross examination, John Elsokkary testified that the number on the For Sale Sign did not go to his cell phone but to a number at Cityscapes brokerage. He testified that did not receive messages on who called so he did not know who expressed an interest in the property.
31. Under cross examination, John Elsokkary testified that he had no way to take the sign down when he was away.
32. Under cross examination John Elsokkary admitted that he never told the Tenant that had a changed his mind and decided to not sell property and that the Tenants had already given their N9 Notice when he made that decision.

Analysis of Substantial Interference and Harassment

33. 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 residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

34. Section 23 of the Act states:

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

35. 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 unwelcome.

36. The Tenant submitted that the Landlord substantially interfere with the Tenants' reasonable enjoyment by telling the Tenant they were going to sell the property and then putting up a For Sale Sign. They submitted that Landlord notifying the Tenant of their intention to sell right after the Tenants refused to pay their proposed rent and commenced an action in front of the Board alleging an unlawful rent increase shows that the Landlord was being intentional and not simply taking advantage of a hot real estate market or selling to reduce their stress level of owing an investment property.

37. The Tenants submitted that the Landlord's decision to put up For Sale Sign was done for the purpose of harassing the Tenant. They submitted that it does not make sense that the Landlord to put up the For Sale Sign in a hot market and then then simply left the country for two and half months and show no interest in who is interested in seeing the property. The Tenants submitted that the Landlord's assertion that they simply forgot about the For Sale Sign or had no one to take the sign is not credible.

38. The Landlord submitted that there was no substantial interference or harassment of the Tenant. The Landlord intended to sell the property but the Tenants' actions made it infeasible and they did not want to sell at a discount especially in a hot market. The Landlord never had any showing of the property so there was no substantial interference with the Tenant. They submit they did nothing wrong by putting up the For Sale Sign to drum up interest. The Tenant left voluntarily so there is no link between the Landlord's actions and their moving out.

39. The Landlord submitted that it would set a dangerous precedent if a landlord were limited in the ability to list their property for sale in fear that it would be seen by a Tenant as substantial interference or harassment.

40. I have been provided two dramatically different interpretations of what happened between March and July 2021 and if there was a link to the Tenants' decision to move out of the rental unit. In the case advanced by the Tenant, due to a dispute with the Landlord over

the amount of the lawful rent, the Landlord took steps intended to force them to leave. In the case advanced by the Landlord, they were simply exercising their legal rights to sell its property and the Tenants decided to voluntarily leave.

41. The burden is on the Tenant to prove on a balance of probabilities that the Landlord substantially interfered with their reasonable enjoyment and the Landlord engaged in harassing behavior that is behavior that a reasonable person knows or ought to know would be unwelcome. Given the competing narratives at the hearing, a lot depends on the credibility of the witnesses' testimony and supporting evidence they provide.
42. In this case I find the Landlord's explanation about their conduct is not reliable or credible and not supported by basic logic. While the Landlord may have had some interest in the selling the property to take advantage of a hot market or to reduce the stress in their lives, their actions were inconsistent with someone who is genuinely seeking to sell a property. Putting up a For Sale Sign in April 2021 and keeping it up for months until July 2021 yet never listing the property for sale strongly suggests to me that the Landlord was not genuinely seeking to sell the property. Further, the Landlord testified that they left the country right around the time they put up the For Sale Sign yet despite saying the sign was put up to drum up interest, they never made arrangements to receive the name and contact information for anyone who called the number on the sign or arranged for others to show the property. Forgetting about having the For Sale Sign up is also inconsistent with a genuine intent to sell the property.
43. It is possible that Landlord had initially had a genuine intent to sell the property back in March 2021 but then became frustrated with the Tenant for putting roadblocks in their way by proposing restricting showing times. This is supported by the letter that the Tenant received from the Landlord's Lawyer on March 16, 2021. However, after that letter the Landlord proceeded to put a For Sale Sign outside the property which would have indicated that they were still intending to go through with trying to sell the property. Instead of then listing the property, they proceeded to leave the country for two and half months.
44. That leaves me with the question of why did the Landlord put up the For Sale Sign in April 2021 and left it up till mid July 2021 without taking any actual steps to sell the property.
45. The Landlord's explanation they forgot it was up or that had no one to take it down lacks credibility. Given the Landlord's exchanges with the Tenant who were concerned about showings and the status of the sale, the Landlord could have easily emailed the Tenants to take down the sign or asked someone at their brokerage.
46. I reject the Landlord's argument that this conduct could not constitute substantial interference because the Landlord did not actually conduct any showing at that time. While showings did not occur, I am satisfied that keeping the For Sale Sign up for a four month period at a time in a hot real estate market, the Landlord knew or ought to have known that the Tenant would be interfered with due to interest in the property. Based on the Tenant's evidence this did occur when people knocking on their door frequently to express interest in when the property would be listed. This was likely magnified given that Landlord said they were not checking the number on the For Sale Sign. I further find that the For Sale Sign was a constant daily reminder to the Tenant that the Landlord could

begin to conduct showing at the property at any moment. This clearly impacted the Tenants' reasonable enjoyment of the property.

47. I therefore find there is clear evidence that the Landlord substantially interfered with the Tenants' reasonable enjoyment by putting up the For Sale Sign and leaving it up for a period of 4 months without a genuine intention to sell the property.
48. As far as the Tenant's claim that the Landlord harassed them, I am satisfied that the Landlord put up the For Sale Sign with the full knowledge that it would be unwelcomed by the Tenants and that it would be a factor in the Tenant's deciding to leave the property. It created a great deal of stress and uncertainty for the Tenants given issue around visitors to the property in the midst of the COVID-19 epidemic and the Landlord would have known that.
49. I would not have come to this conclusion had the For Sale Sign only been up for a brief period of time or if the Landlord provided some evidence that they were actively trying to sell the property during this period or had provided the Tenant's with some information on their timelines for the sale. However, based on the information, Landlord intentionally withheld information from the Tenant including that they were out of the country and proceeded to keep the For Sale Sign up despite fact they had no immediate plans to list the property. The evidence establishes that when they put the For Sale Sign the Landlord did not genuinely intend to sell the property but were doing so in order that it would cause the Tenant to move out given the uncertainty about the impending sale. This constitutes harassment.
50. While it is not disputed that the Tenants voluntarily signed the N9 notice, I am satisfied that the Landlord's harassment led to the decision to sign it. I heard evidence from the Tenant that it was extremely difficult to find comparable rental unit in the area and they eventually moved to Sudbury and bought a home. While there might have been other reasons for their move, the fact that the Landlord went to great lengths to falsely create the impression that they intended to sell the property and never provided any updated information about changes to their plans or timelines was clearly a substantial factor in the Tenants' decision to move.
51. Therefore, I find that the Landlord harassed the Tenants by putting up the For Sale Sign and leaving it up for 4 months without a genuine intention to sell the property.

Remedies

49. Having found the Landlord substantially interfered with the Tenants' reasonable enjoyment and harassed the Tenants, I need to determine the appropriate remedies.
50. The Tenants claimed 5 months of 100% rent abatement for the period of March 2021 to July 2021. Given their rent was \$2,200.00 the total amount claimed was \$11,000.00.
51. The Tenants also claimed moving expenses which span a period starting in March 2021 to July 2021 in the amount of \$6,809.51.
52. The Tenants also claim legal expenses but withdrew this request at the hearing.

53. With respect to abatement, I was not provided with evidence or submissions that a 100% rent abatement for the 5 month period is the appropriate remedy. To provide such a substantial abatement I would need to find that the Tenants' use of the rental use was dramatically effected over that period. With the exception of a few weeks in March where the Landlord and Tenant were arguing over an appropriate showing time for the property, there was little interaction with the Landlord and no showings were conducted of the rental unit. I am satisfied that there was an impact due to the For Sale Sign but that was limited to the stress involved in people knocking on their door and the uncertainty of not knowing when the showing would start or property would be sold. During the 5 month period in question the Tenant still had full use of the rental unit. As such I find that an appropriate abatement with be 10% for the period from March 2021 to July 2021 or \$1,100.00.

54. The Tenants also claimed of moving expenses supported with receipts including:

- March 31, 2021 - \$228.49 boxes and moving supplies
- April 8, 2021 -\$103.71 boxes and moving supplies
- April 16, 2021 - \$506.24 U Haul truck rental (temp move of items to friend garage))
- April 16, 2021 - \$135.00 U Haul truck rental (gas)
- June 20, 20221 - \$117.29 boxes and moving supplies
- June 28, 2021 - \$119.52 boxes and moving supplies
- July 12, 2021 - \$5,599.26 moving company services

55. I find that the expenses incurred between March 31, 2021, April 8, 2021 and April 16, 2021 predate the Tenant's N9 notice to the Landlord so I will not be allowing them. The items incurred on June 20, 2021 June 28, 2021 and July 12, 2021 are reasonable moving expenses and supported by receipts so the Tenants are entitled to them since the Landlord's conduct was a substantial factor in the Tenant's moving. The total amount of these expense is \$ 5,836.07.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$7,016.37. This amount represents:
 - \$1,100 for a rent abatement.
 - \$5,836.07 for part of the moving, storage or other like expenses that the Tenant has incurred
 - \$80.30 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 28, 2026, the Landlord will owe interest. This will be simple interest calculated from January 26, 2026 at 4.00% annually on the balance outstanding.

4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 17, 2026

Date Issued

Stephen Rotstein

Vice Chair, 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.