



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-020426-24

In the matter of: 35 KIRKdene DR
SCARBOROUGH ON M1C3A5

Between: Kevin Gunaratnam Tenant

And

Ravindra Nagarajah Landlords
Thilakavathy Subash

Kevin Gunaratnam ('KG' or the 'Tenant') applied for an order determining that Ravindra Nagarajah and Thilakavathy Subash ('RN' and 'TS' or collectively, the 'Landlords'): 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; and harassed, obstructed, coerced, threatened or interfered with the Tenant. (T2 application)

An Adjudicative Case Conference (ACC) was held for this T2 application on January 7 2025, which was adjourned because the parties were unable to resolve the application. Interim Order LTB-T-020426-24-IN was issued on January 15, 2025, which included a deadline for a possible amended T2 application to be filed.

This T2 application was then scheduled for a merits hearing which was held by videoconference on February 24, 2026.

The Tenant, the Tenant's Legal Representative, Ali Ahmed ('TTR'), and the Landlord's Legal Representative, Bavitha Vignesawarajah ('LLR'), attended the hearing. Arul Kandasamy ('AK') appeared as a witness for the Tenant. Kannan Panchalingam ('KP') appeared as a witness for the Landlord. Prior the merits hearing be commenced, TTR and LLR had a private discussion in a breakout room, but were unable to resolve or narrow the T2 application.

Preliminary Issues

LLR requested that the T2 application be dismissed summarily because the original T2 application was in her opinion vague and the Tenant did not file any T2 amendment by March 7, 2025. Instead, LLR stated the Tenant filed amending documents after that date. LLR also requested Kannan Panchalingam be removed as a co-Landlord as KP is not an owner of the rental unit property, never collected rents, never acted in any landlord capacity and simply does not meet the definition of "landlord" in the *Residential Tenancies Act, 2006* (the 'Act').

TTR responded first about KP-W being named as a co-landlord in the style of cause. He stated it was KP who conducted or managed all of the sale-showings and is at the centre of the T2 claims.

With regard to T2 amendments, TTR stated two document submissions were made on March 7, 2025 and January 27, 2026, which are identified as disclosure/possible evidence documents.

Based on the submissions, I find that KP is not a Landlord and his name can be removed from the style of cause, as reflected above in the title of proceedings. KP was the Landlords' realtor, had no ownership in the rental unit property and never acted in any fashion apart from selling efforts associated with a listing realtor/sales agent.

With regard to the request to dismiss the T2, I find the T2 as filed has just enough sufficient detail to allow a merits hearing to be held. I note the claims/pleadings in the T2 are indeed drawn out and written in a narrative style, but there is just enough specific information for the Landlords to be able to respond to the claims. I also note that the only "amendment" on file was submitted on August 14, 2024, which was simply to update the T2 about the Tenant moving out and to provide a new service address for the Tenant. The two document submissions of March 7, 2025 and January 27, 2026 are not requests to amend, but are clearly meant to be used as possible evidence at a hearing.

Determinations:

1. The parties agreed that the tenancy began on January 1, 2020 and ended on June 30, 2024 when the Tenant moved out of the rental unit. The monthly rent was \$2,870.00.

Summaries of testimonies, evidence adduced

2. AK is the Tenant's wife. She provided most of the evidence on behalf of the Tenant
3. AK stated that the Tenant, her two children (12 years old, 9 years old) and she lived in the rental unit under the tenancy. AK confirmed that email could be used for notices under the tenancy.
4. AK testified that on September 22, 2023, two men came twice that day, and in the evening installed a "for sale" sign on the front lawn. This was confirmed by the Tenant during his testimony.
5. AK and the Tenant stated that no notice of entry to install the "for sale" sign was ever given. They stated one of the Landlords and KP stood on the driveway for hours that day. It is noted that the Tenant was present during the morning (first visit) but both AK and the Tenant were in the rental unit during the evening (second visit).
6. AK testified that later in September 2023, the Landlords took photographs outside by the driveway, of the rental unit and the driveway (which had their cars parked there and their license plate numbers were photographed). AK identified TT#4 in support (September 28, 2023 email from AK to the Landlords and KP).
7. AK was shown copies of emails dated January 28, 2024 between KP and RN (LL#1 - KP complaining he placed notices to enter on the door, but was encountering problems). AK confirmed that no lockbox was placed on the front door, but she was aware that the Landlords had keys which they handed to KP to use for showings.

8. AK submitted that about 66 sales showings occurred. She stated that sometimes realtors would show up without any notice – such as C. Chow on May 29, 2024 (TT#1-“Rude Tenant” email) or as A. Ly did on May 28, 2024 (TT#2-“Showing Activity Report”). Other times, they would attend and ask the Tenants to do things – such as KP asking the Tenants’ child on March 5, 2024 to open the garage door (TT# 3). AK stated that rescheduling or cancellation of showings were not communicated timely or accurately (TT#5- March 24, 2024 email from AK to KP and the Landlords). She alluded to an incident when she refused KP entry on Marcy 9, 2024 (which TT#5 refers to).
9. AK then provided explanation about real estate showings that took place, including on December 25, 2023 despite being a holiday. These showings were disruptive to their daily lives, stated AK, unsettled their children and there were times when realtors parked on the driveway blocking their access to the driveway and their cars. AK confirmed that initially, notices to enter were posted on their front door, which later were replaced by emailed notices of entry.
10. During cross-examination, AK stated that for the 66 showings, there were 66 entry notices either posted on the door or sent by email. She replied that there were times when realtors showed up without notice, but she was unable to provide actual dates (other than December 25, 2023). AK also confirmed that there were times when she or the Tenant said “no showings please” and these were respected by KP except for December 25, 2023.
11. KP is a realtor and identified the Landlords as his real estate clients. KP testified that the Landlords had assured him the Landlords had spoken to the Tenants, and explained everything to them about his pending efforts to sell the rental unit property. He initially wanted to have a lockbox placed on the front door, but the Tenants asked him not to have one placed there. Consequently, KP said he reverted to posting 24-hour notices to enter each time other realtors wanted to show the home. This changed later to email notices.
12. KP testified the rental unit property went through one year of sales effort before eventually selling in the fall of 2024. He said the Tenant and his family made it difficult to sell while they were living there, and he said there were about 10 offers to buy received over the 1-year sales period.
13. KP identified the full Showing Activity Report (LL#2- from which TT#2 was created) and confirmed that 123 scheduled showings were booked through his office. Of the 123, many of the scheduled shows were cancelled, and a handful were “denied” by the Tenants. On average, KP stated that 10 to 12 showings a week took place, which he considered to be normal. For each and all of the scheduled showings, he said he personally ensured – either he or one of his personal assistants – that 24-hours notice of entry was first posted on the Tenant’s door (up to January 2024) and later sent by email (after January 2024). He identified LL#3, which comprises 26 pages of representative notices to enter he had served the Tenant. He also explained that each time the broker appointment system scheduled a showing, he would alert the Landlords and then provided the notice of entry. If a scheduled showing was cancelled, KP said the Tenant was duly notified and identified LL#4 in support (sample emails from KP to the Tenant).
14. KP confirmed that on March 9, 2024, he faced a situation when the Tenant refused him entry for a showing he said he had been scheduled properly. He confirmed he ended up

calling the police to assist but this was the one and only real confrontation he could recall happening. KP testified (both in examination and cross-examination) that he was not aware of any showing for which proper advance notice was not given.

15. KP was asked about the March 5, 2024 showing involving the garage door and child claim made by the Tenant. He recalled speaking to AK about opening the garage door for the prospective buyers. She was not opposed to him getting access, and was to come outside to open the doors. KP stated that when he got outside, the Tenant's child was there who indeed opened the door, but he did not recall ever asking the child to do so. During cross-examination, KP listened to the audio recording entered into evidence as TT#3, and it appeared KP admitted to AK that he had asked AK's child to open the door.
16. With regard to the claim of privacy breach, KP testified that once the Tenant complained about the September 2023 photos of the driveway (he was shown TT#4), he promptly deleted all photos of the Tenant's cars that he had posted, and each time he saw another broker's link containing a copy of said photos, he went about to have them deleted- this took about 3 months to complete.

Analysis

17. Based on the submissions of both parties and on a balance of probabilities, I do not find any illegal entry or harassment took place, but I do find that the Tenant's reasonable enjoyment of the rental unit was substantially interfered with by the Landlords or their agents/representatives.
18. To be clear, I view the installation of a "for sale" sign on the front lawn outside the rental unit building as something the Landlords, as owners, should have the right to do at any time. Stated another way, I believe the Landlords did not need to provide 24 hours' notice to put up a "for sale" sign in this case, as I consider this to be a minor action that did not involve entering the rental unit, and was not shown in any persuasive fashion by the Tenant to have seriously interfered or harassed the Tenant or his family.
19. Entering the rental unit for realtor showings, on the other hand, required proper advance notice as set out in subsection 27(2) of the Act. For quick reference, that subsection states: "*A landlord or, with the written authorization of a landlord, a broker or salesperson registered under the Trust in Real Estate Services Act, 2002, may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry to allow a potential purchaser to view the rental unit.*"
20. The parties both showed unequivocally that between the end of September 2023 and to mid June 2024, there were over 120 scheduled showings of which approximately 66 actually took place with realtors and potential buyers coming through the rental unit.
21. It is impossible to know with absolute certainty whether each and every showing was preceded by a proper 24-hour notice of entry, but on the balance of the testimonies given by KP and AK, and on the evidence adduced (exhibits LL#2, LL#3, LL#4, TT#1, TT#2), it appears to me that most likely, proper entry notices were given in accordance with the Act.
22. Of course, this does not mean that communications or understandings were perfect. I believe that most likely, there were a number of miscommunications or misunderstandings

between the parties, which left the Tenants at times uncertain as to who was coming and when. When the Tenant and his family were certain of who would visit, issues did arise with regard to interference of the Tenant's family (for example, inadvertently blocking parking spots, arriving when the Tenant's family was inconvenienced, arriving on statutory holidays, asking a child to assist in opening a garage door, and refusing entry when the Tenant's family believed no notice had been properly given such as on March 9, 2024 (albeit disputed by KP in his testimony).

23. I must remark that I found nothing in the Tenant's or AK's testimonies to indicate that the Landlords themselves or KP harassed them. To be clear, the Act does not provide a definition of harassment. The *Ontario Human Rights Code, 1990*, defines harassment as "*engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome*".
24. In this T2 set of claims, I believe the KP went about the business he was hired to do professionally, and AK and the Tenant were unable to show on a balance of probabilities that the Landlords or AK engaged in any course of vexatious comment or conduct. I noted the Tenant claimed in the T2 application that the Landlords and/or KP yelled at them and so on (in the T2 narrative), but none of this was explored or borne out by the Tenant during the hearing. I considered the harassment claims presented during the hearing – relating to the driveway photos, the refused entry/police, the child opening the garage door for example – and none of these rose to the threshold of harassment. Misunderstanding or miscommunication, yes, but not harassment.
25. I note that TTR indicated at the outset that a case would be made for harassment, which was to have included two N5 notices which he said would be shown to have been served after the Tenant or his family asserted his/their rights. During the hearing, AK did mention that two N5s had been issued, stating the first one was served about 2 months after showings began (concerning KP's efforts to show the unit), but for the second N5, AK could not recall much about its service. Nothing more of substance on the two N5s was presented by the Tenant.
26. I say this all to make a final determination that indeed the Landlords or their agent (i.e. KP) substantially interfered with the reasonable enjoyment of the Tenant's residential tenancy. KP's testimony was frank, consistent and unshaken, but limited to the scope of work he performed on behalf of the Landlords. His job was to sell the rental unit property, which his 9 months of scheduled showings evidenced during the Tenant's tenancy (ending June 30, 2024).
27. The Landlords were absent for this hearing and I noted this with LLR. Absent any direct evidence from the Landlords themselves, I was left to only consider the direct testimonies of AK and the Tenant which I found persuasive.
28. In summary, I do not find any unlawful entries or harassment, but I do find the Landlords substantially interfered with the reasonable enjoyment of the rental unit by the Tenant or by a member of their household, that is, over 9 months and irregularly over 66 real estate showings of the rental unit.
29. From the foregoing, therefore, I find that a rent abatement of 15% per month (\$430.50 per month) from September 23, 2023 to June 30, 2024 – or simply stated as nine months- is

appropriate in the circumstances. The abatement of rent is calculated to be \$3,874.50. I note the Tenant claimed 100% rent abatement over a six-month timeframe, but that request is not at all reasonable or justifiable as the Tenant and his family lived in the rental unit throughout the entire period.

30. In the T2, the Tenant also claims moving expenses and general compensation (non-pecuniary) equalling \$35,000.00. The Tenant did not submit any evidentiary support for why moving expenses or general compensation would be justified under the T2. I was given to understand the Tenant ended the tenancy because he and his family bought their own home. I note the T2 request for general compensation almost restates verbatim the substantial interference abatement request. Nothing was adduced to support consideration of a separate claim for general compensation that was not already considered and granted under the substantial interference claim.
31. On a final note, I must address the existence of one more remedy request – that is, to order the Landlords to cease behaviours such as yelling, harassing, etc – but this request is moot as the tenancy ended on June 30, 2024.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$3,922.50. This amount represents:
 - \$3,874.50 for a rent abatement; and.
 - \$48.00 for the cost of filing the T2 application.
2. The Landlords shall pay the Tenant the full amount owing by April 5, 2026.
3. If the Landlords do not pay the Tenant the full amount of \$3,922.50 owing by April 5, 2026, the Landlords will owe interest. This will be simple interest calculated from April 6, 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 25, 2026

Date Issued

Alex Brkic

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.