



Order under Section 31 Residential Tenancies Act, 2006

Citation: Grant v Jamison, 2026 ONLTB 24925

Date: 2026-03-27

File Number: LTB-T-038587-23 & LTB-T-005642-26

In the matter of: 3rd Floor Unit, 171 Wallace Avenue
Toronto ON M6H1V3

Between: Domanique Grant Tenant

And

Edward Jamison Landlord

Domanique Grant (the 'Tenant') applied for an order determining that Edward Jamison (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 February 24, 2026 at 10:39 a.m.

The Tenant Domanique Grant, the Tenant's representative Safia Lakhani, and the Landlord Edward Jamison attended the hearing. Detective Court and Ms. K. Thompson also attended the hearing as witnesses for the Tenant.

Preliminary Issues:

1. The parties consented to amend to correct the address on the applications, withdraw the Tenant's requests for an order to end the tenancy, and extend the period to which the Tenant is seeking a rent abatement for the second T2 application up to the date of the hearing.

Section 201(1)(f) of the *Residential Tenancies Act, 2006* (the 'Act') states:

The Board may, before, during or after a hearing, on its own motion and on notice to the parties, amend an application if the Board considers it appropriate to do so and if amending the application would not be unfair to any party.

2. As the requests were undisputed, the application was amended.

Determinations:

3. The Tenant filed two T2 applications; as explained below, the Tenant proved some of the allegations contained in their applications on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$1,801.87 for a rent abatement, compensation for out-of-pocket expenses, and the cost of filing the application by April 7, 2026. Below are my reasons.

T2 Application #1 - LTB-T-038587-23 – May 2022 to May 2023

4. The first application dated May 22, 2023 alleges that the Landlord both harassed the Tenant and substantially interfered with her reasonable enjoyment of the rental unit between March 2022 through May 2023. Specifically, this T2 application alleges there are:
 - a) Issues with moving into the rental unit in March 2022;
 - b) Issues related to repairs to the rental unit beginning in March 2022; and
 - c) Harassment and substantial interference related to paying and accepting rent payments as well as ongoing harassment about issues in the rental unit.
5. Pursuant to section 29(2) of the *Residential Tenancies Act, 2006* (the 'Act'), an application must be made within one year of the date the alleged breach occurred. In accordance with *Toronto Community Housing Corp. v. Vlahovich* 2010 ONSC 1686 (CanLII), 2010 O.J. No. 1463, the limitation period extends back one year from the filing of the application.
6. The Tenant filed this application on May 22, 2023. The one-year limitation period is therefore May 23, 2022. Issues a) and b) in paragraph 4 are beyond the one-year limitation period; therefore, are outside of my jurisdiction. However, the harassment and substantial interference allegations in issue c) continue beyond May 2022 and will be further considered below.

Tenant's evidence

7. The Tenant testified that the Landlord engaged in harassing behaviour which included ongoing messages beginning in March 2022 and this behaviour continued throughout May and June 2025. The Tenant further testified the severity of the messages escalated over time. Entered into evidence were text message correspondence between the Landlord and the Tenant dated June 24 – 26, 2023 which captures the Landlord's dissatisfaction with processing rent payments, repeated requests for alleged outstanding arrears, and other issues with the rental unit. The text messages use derogatory language and are repetitive.
8. The Tenant further testified that when the harassing behaviour did not stop, she reported it to the police.
9. Detective Court of the Toronto Police testified he was the officer assigned to the broader file and therefore was familiar with the historical issues between the parties. Detective Court further testified the case notes were true copies of the file and were direct notes taken by the duty officers. Entered into evidence were case notes taken by Officers Singh and Argiris dated between February 2022 and June 27, 2022. The records state, in part,

the officers spoke with the Landlord about the repeated and ongoing text messages, and the notes further capture the officers advised the Landlord to stop texting the Tenant.

10. Also entered into evidence were a series correspondence between the Landlord and Tenant dated between January 2023 and May 2023, both via email and text message, regarding a prospective rent increase and responding to the Tenant's T2 application filed in May 2023. The Tenant testified that she also characterized this correspondence as harassing behaviour, as the Landlord was previously asked by the police to stop texting the Tenant, and chose not to do so.

Landlord's evidence

11. At the hearing, while apologetic, the Landlord did not dispute the harassing behaviour for approximately the first five months of the tenancy referring to himself as being an asshole sometimes.
12. The Landlord denied ongoing harassing behaviour after this time period. The Landlord testified any correspondence after June 2022 was specific to the tenancy and he was complying with his responsibilities as a Landlord within the meaning of *the Act*.

T2 Application #2 - LTB-T-005642-26 – December 2025 to February 2026

13. The Tenant's second T2 application was filed on January 21, 2026 and alleges the Landlord both harassed the Tenant and substantially interfered with her reasonable enjoyment of the rental unit between December 2025 to the date of the hearing. Specifically, this T2 application alleges the Landlord:
 - a) Harassed the Tenant's guest on December 25, 2025;
 - b) Threw garbage outside of the Tenant's door on December 26, 2025; and
 - c) Engaged in ongoing harassment and substantial interference of the Tenant.
 14. Similar to the previous application, pursuant to section 29(2) of *the Act* an application must be made within one year of the date the alleged breach occurred. The Tenant filed this application on January 21, 2026 – noting the application was amended on consent to include any remedies until the date of the hearing – the one-year limitation period is therefore January 22, 2025. As a result, I have no jurisdiction to consider evidence prior to this date or with respect to the intervening period between applications.
- Tenant's evidence*
15. The Tenant testified that on December 25, 2025, her mother Ms. Thompson arrived for Christmas dinner, and she saw the Landlord approached her aggressively yelling and screaming at her causing the Tenant to come outside of the rental unit, defuse the situation, and assist her mother into the house. After the interaction, the Tenant called the police and alleged the Landlord had engaged in harassing behaviour.
 16. Ms. Thompson testified that she arrived at the residential complex in the afternoon and as she was about to enter the rental unit, the Landlord unexpectedly approached her asking

her to act as a witness in a legal proceeding and when Ms. Thompson refused, the Landlord became aggressive using derogatory language and curse words. Ms. Thompson further testified that the Landlord starting yelled loudly for approximately 10 minutes. Ms. Thompson further testified that she had no previous interaction with the Landlord and as a result she felt scared and intimidated during the interaction.

17. The Tenant further testified that on December 26, 2025 at 11:30 a.m. she found garbage bags outside of her door. The Tenant further testified the garbage was foul smelling and caused damage to her rugs outside her rental unit door. Entered into evidence were photographs and a video dated December 26, 2025 showing garbage bags and stains on the Tenant's carpet.
18. The Tenant further testified that she is unable to work in her rental unit as a result of the stress and anxiety caused by the Landlord and is now undergoing the process of completing a housing search for a new rental unit.
19. Referencing his report, the Landlord's witness Detective Court of the Toronto Police testified regarding his investigation. Detective Court testified he examined the ongoing records between the Landlord and the Tenant between 2022 and 2026, and interviewed the parties, and as a result of his investigation the Landlord was charged with criminal harassment and mischief under the *Criminal Code*. Detective Court further testified that the conduct of the Landlord was outside of a typical landlord-tenant relationship.

Landlord's evidence

20. The Landlord denied both the length and the tone of the interaction with Ms. Thompson, claiming the Tenant and Ms. Thompson were exaggerating. The Landlord testified that while charged, he was not convicted as the matters were still before the court.
21. The Landlord acknowledged he was responsible for throwing the garbage at the Tenant's door.

Analysis:

22. Section 22 of *the Act* provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes by a tenant.
23. Subsection 23 of *the Act* states that a Landlords shall not interfere with or harass a Tenants.
24. *The Act* does not provide a definition of harassment. The *Ontario Human Rights Code*, R.S.O. 1990, c. H.19, defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome".
25. Therefore, although the word harass is not defined in *the Act*, harassment has been found by this Board to generally be a course of conduct or behaviour that the reasonable person knows or ought to know would be unwelcome.

26. The question to be determined by the Board is whether the actions of the Landlord, alone or in the aggregate resulted in a substantial interference of the Tenants' reasonable enjoyment of the rental unit and harassment.

Analysis - First T2 application

27. It is undisputed there were disagreements between the parties during move-in, regarding items that required maintenance in March 2022, as well as paying and accepting the rent and these factors played a role in ongoing issues between the Landlord and the Tenant.
28. With respect to the Landlord's behaviour during May and June of 2022, I find the Tenant's testimony persuasive insofar the text messages from the Landlord were both unwelcome and harassing. I also find that the Tenant as well as the police instructed the Landlord to stop sending these messages. A reasonable Landlord knows or ought to know that using derogatory language referring to the Tenant as 'a cunt' or 'a brat' over the course of several months is inappropriate and harassing, especially after the Tenant has asked to the Landlords to stop. This is clearly unwelcome behaviour. I also place significant weight on the case notes from the police which corroborate the Tenant's testimony.
29. With respect to the Landlord's behaviour from January 2023 to May 2023, while I accept the Landlord was asked to stop texting the Tenant several months prior, I find the correspondence entered into evidence does not rise to the level of harassment. What differentiates this interaction from the previous interactions between May 2022 and June 2022 is that the Landlord does not use derogatory language, the Landlord's tone is matter-of-fact rather than combative or aggressive in nature, nor is there any documentary evidence showing the Tenant requested the Landlord to stop. I also attribute little weight to the hearsay evidence provided by the Tenant referencing the interactions between the Landlord and another tenant in the residential complex. Although they had an opportunity to do so, the Tenant did not call the other tenant as a witness. This may have increased the overall credibility and quality of the evidence during this period. I also note that a Landlord is responsible for providing a Tenant a notice of rent increase under *the Act*, and this behaviour by itself is not harassment.
30. On the balance of probabilities, I accept the evidence of the Tenant that the behaviour of the Landlord in relation to the messages to the Tenants during May and June of 2022 constituted harassment. With respect to substantial interference, I accept that the ongoing derogatory messages contributed to the Tenant's discomfort. However, the primary issue is more appropriately captured under harassment under the meaning of section 23 of *the Act*. This finding contributes to the total rent abatement calculated below.

Analysis - Second T2 application

31. With respect to the Landlord's behaviour on December 25, 2025, I prefer the Tenant's testimony over the Landlord's description of the events. The Tenant's description of the events is corroborated by Ms. Thompson, who I also find to be credible. A reasonable Landlord knows or ought to know that approaching and yelling at an elderly woman on Christmas to persuade her or discuss legal matters is inappropriate. This is clearly unwelcome behaviour.

32. Further, the Landlord's description of events, including the fact he provided no specific evidence, including no documentary evidence, that would suggest an alternative fact pattern, suggests his explanation is difficult to accept as plausible. During his testimony, the Landlord became visibly animated while recounting the confrontation with the Tenant and the Tenant's elderly mother on Christmas, which suggests more likely than not that the interaction provoked some level of confrontation. His denial of any improper conduct is further undermined by the undisputed evidence that the following morning he threw garbage at the Tenant's door. The Landlord also offered no documentary or corroborating evidence to support his version of events regarding the garbage, and his explanation for this conduct was vague and unconvincing. In these circumstances, the Landlord's account strains credulity and is inconsistent with the objective evidence before the Board.
33. I accept that the aforementioned behaviour contributed to the Tenant's discomfort and was both harassment under the meaning of section 23 of *the Act* and rises to the level of substantial interference under section 22 of *the Act*. This finding contributes to the total rent abatement calculated below.

Remedies

Rent Abatement

34. I find the Tenant is entitled to a rent abatement.
35. Rent abatements are a contractual remedy based on the principle that rent is charged in exchange for a bundle of goods and services and if a Tenant is not receiving those goods and services then the rent should be abated in a sum proportional to the difference between what is being charged and what is being received. In this case, the Tenant is not receiving a space free of harassment and interference.
36. For the Tenant's first T2 application, the Tenant requested an abatement equal to \$200.00 per month as a result of the harassment and other behaviour that substantially interfered with the Tenant's reasonable enjoyment of the rental unit. I find this amount, equivalent to 12.5% of the lawful monthly rent, is fair and reasonable appropriate in the circumstances.
37. Based on the evidence before me the period of the abatement shall apply from May 23, 2022, the start of the limitation period, to June 27, 2022, the final record of inappropriate correspondence between the Landlord and the Tenant that was entered into evidence. Based on the monthly rent during that period, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days. Therefore, the Tenant is entitled to a rent abatement of \$236.70 ((36 days x \$52.60) x 12.5%) for the Tenant's first T2 application.
38. For the Tenant's second T2 application, the Tenant requested a 100% rent abatement as a result of the harassment and other behaviour that substantially interfered with the Tenant's reasonable enjoyment of the rental unit. I find this amount is excessive as the Tenant remained in the unit and on balance continued to utilize its space and amenities. Instead to determine the appropriate abatement, I considered the impact on the Tenant, and which components of the Tenant's lifestyle and proportion of the Tenant's daily life were

impacted. Entered into evidence was a letter dated February 17, 2026 from Brooke Yang, the Tenant's life coach who noted the Tenant self described her experience in her living environment as destabilizing and threatening her safety. The letter further comments on the Tenant's inability to focus on her work and business activities. The Tenant further testified that the ongoing escalation of the Landlord's behaviour during this period caused her to be unable to use her apartment for work – the Tenant works from home. Also entered into evidence was a receipt dated February 1, 2026 for \$244.78 per month for the Adelaide Club – the Tenant submitted this was a nearby co-working space she used to complete work as she was unable to use her apartment as a result of the Landlord's conduct. Based on the evidence before me, I find the Tenant was primarily impacted during the day when she was working, attributing 8 hours per day as a typical length of a workday is equivalent to 1/3 of 24 hours - or 33% of each day. I also accept similar impact during the day on weekends and holidays. Therefore, I find an appropriate abatement is 33.3% of the lawful rent.

39. Based on the evidence before me the period of the abatement shall apply from December 25, 2025, the date of the incident with Ms. Thompson to February 24, 2026, the date of the hearing. Based on the monthly rent during that period, the daily rent/compensation is \$56.58. This amount is calculated as follows: \$1,721.00 x 12, divided by 365 days. Therefore, the Tenant is entitled to a rent abatement of \$1,085.98 ((62 days x \$52.60) x 33.3%).

40. The Tenant is entitled to a total rent abatement of \$1,322.67.

Out-of-Pocket Expenses

41. The Tenant testified the Tenant works from home and she incurred expenses for an alternative work environment as a result of the Landlord's interference and harassing behaviour. The Tenant is seeking reimbursement for the costs of a co-working space.

42. While such expenses may be remunerative where proven with reasonable certainty, the Tenant provided a single receipt dated February 1, 2026 in the amount of \$244.78 for the Adelaide Club. No additional documentary evidence including no receipts, invoices, bank records, or other objective evidence in support of ongoing charges for a co-working space was submitted. Rent for office space is supported by readily available documentation, and none was produced.

43. Based on the lack of any additional supporting evidence I am not convinced the Tenant has proven on a balance of probabilities the value of the coworking space was beyond \$244.78. As a result, there is no documentary evidence to corroborate the Tenant's testimony about the scope and scale of additional costs for additional office space. The Tenant did not even provide a detailed explanation including no specific dates, times and locations of the office hours/coworking spaces purchased or used outside of the aforementioned receipt. In the absence of any other evidence showing the Tenant incurred this additional quantity of expenses, this remedy is limited to \$244.78. In my view, all of this substantiating evidence was easily available to the Tenant and yet none of it was presented.

44. The Tenant further sought compensation of \$186.42 for a security camera which I find is fair and reasonable. Here, I accept that the Landlord's behaviour was in part responsible for the Tenant incurring this expense to enhance her security. Entered into evidence were receipts in the same amount from Best Buy for a camera and battery.
45. The Tenant is entitled to \$431.20 in total compensation for out-of-pocket expenses.

Administrative Fine

46. Pursuant to section 31(1)(d) of *the Act*, the Tenant is seeking an order for the Landlord to pay an administrative fine to the Board as a result of the Landlord's breach of *the Act*.
47. An administrative fine is a remedy used by the Board to encourage compliance with *the Act*, and to deter a landlord from breaching *the Act* in the future, if other remedies will not provide adequate deterrence and compliance. In this matter, I am satisfied that the remedy provided to the Tenant is sufficient to deter the Landlord from breaching *the Act* with similar activity in the future. I therefore find that an administrative fine is not required to encourage the Landlord's compliance with *the Act*. Accordingly, the Tenant's request for the Board to issue an administrative fine to the Landlord, pursuant to section 31(1)(d) of *the Act*, is denied

Other Remedies

48. The Tenant sought compensation for moving expenses, rent differential, as well as \$6,250.00 in total compensation for effects on daily life, including mental duress across both applications.
49. As of the date of the hearing the Tenant has not moved, nor has the Tenant incurred moving costs; therefore, I find it is not appropriate to compensate the Tenant for moving costs or rent differential at this time. I will note that this conclusion makes no finding on whether the Tenant is entitled to compensation for moving costs or rent differential that might occur in the future and the Tenant is free to bring forward an application should these costs occur. Accordingly, given the circumstances after considering all the evidence, including the estimated moving costs submitted by the Tenant, I do not find it is appropriate to award this remedy at this time.
50. Also, but for the letter from the Tenant's life coach, who was not present as a witness, nor was the coach listed as an accredited medical professional qualified to medically assess psychological issues, the Tenant submitted no relevant medical documentary evidence to support her testimony that she was suffering from emotional/mental distress as a direct result of the issues with the rental unit; and, the Tenant led insufficient evidence to show how the Landlord's actions directly resulted in the Tenant being unable to perform at work - it is not sufficient to produce an invoice for alternative work space. The onus is on the Tenant to prove their claim, and in the absence of objective documentary evidence, I find the Tenant led insufficient evidence to adequately prove they were entitled to the aforementioned remedy.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,801.87. This amount represents:
 - \$1,322.67 for a rent abatement.
 - \$431.20 for compensation for out-of-pocket expenses
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 7, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 7, 2026, the Landlord will owe interest. This will be simple interest calculated from April 8, 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.
5. The Landlord must refrain from harassing and substantially interfering with the Tenant's reasonable enjoyment of the rental unit; and shall specifically refrain from leaving garbage, refuse or any other item without the consent of the Tenant outside of the door of the Tenant's rental unit.

March 27, 2026

Date Issued

Greg Witt

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.