



**Order under Section 31
Residential Tenancies Act, 2006**

File Number: LTB-T-084625-24

In the matter of: 6, 210 COSBURN AVENUE
EAST YORK ON M4J2M1

Between: ROBERT NUNES Tenants
JOSIE UMENGAN

And

R&A HOLDINGS 210 INC. Landlord

ROBERT NUNES (the 'Tenant') applied for an order determining that R&A HOLDINGS 210 INC. (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.

An Adjudicative Case Conference (ACC) was held by videoconference on September 15, 2025.

Only the Tenants and the Tenants' agents, Anne MacKay-Johnson and Brian Johnson, attended the ACC.

As of 1:35 PM, the Landlord was not present or represented at the ACC although properly served with notice of this ACC by the LTB. There was no record of a request to adjourn the ACC. As a result, an uncontested hearing proceeded on the merits of the application with only the Tenants' evidence.

Determinations:

Preliminary Issue – Named Applicant Parties:

1. At the outset of the hearing, the Tenant, Robert Nunes, requested to amend the application to add the second Tenant, Josie Umengan. The application was filed by the Tenant's former paralegal, and the Tenant did not realize until recently that the paralegal had failed to add his partner, Josie Umengan (J.U.), as an Applicant.
2. The Tenant submitted copies of two N1 notices to increase rent received from the Landlord in 2024 and 2025. Both N1 notices indicate J.U. as a Tenant.

3. Given that the Landlord appears to have acknowledged J.U. as a Tenant in their notices of rent increase, I find little prejudice to the Landlord resulting from the Tenant's amendment request. Therefore, the Tenant's request to amend the application to add J.U. as an Applicant Tenant is granted.

T2 application

4. In their application, the Tenants allege that the Landlord substantially interfered with their reasonable enjoyment of the rental unit and harassed them in relation to their parking arrangements.
5. As explained below, the Tenants proved that the Landlord substantially interfered with their reasonable enjoyment. Therefore, the total amount the Landlord shall pay the Tenants is \$897.10.
6. The Tenants did not satisfy me, on the balance of probabilities, that the Landlord harassed them.
7. The Tenants testified that the current Landlord purchased the residential complex on or about June 23, 2024.
8. The Tenant J.U. testified that she has resided in the rental unit since 1990 and has consistently been allocated one parking space for which she paid \$20.00 per month. The Tenants did not have a written lease agreement with the former landlord.
9. The Tenant Robert Nunes (R.N.) testified that he moved into the unit with J.U. a few months after her tenancy began. He further testified that approximately three years ago, the former landlord approved an additional parking space for his vehicle. R.N. stated that he paid the former landlord \$35.00 per month for the additional space, separate from rent, from September to December 2022, and submitted receipts confirming these payments. Beginning in January 2023, R.N. testified that he and the former landlord agreed the \$35.00 parking fee would be added to the monthly rent payment.
10. R.N. testified that issues concerning parking arose immediately after the Landlord assumed ownership of the complex. He stated that the Landlord's son initially occupied J.U.'s parking spot. When the Tenants objected, the Landlord advised them that they were entitled to only one parking space and that R.N.'s vehicle was not authorized to park on the property. The Tenants testified that the Landlord refused to review their banking records showing payment of an additional \$35.00 per month added to their lawful rent for the second parking space. R.N. further testified that during this period, the Landlord attended the unit, pounded on the door with his fist, and demanded to speak with the Tenants about the parking issue. R.N. refused to engage with the Landlord, who eventually left. R.N. testified that the Landlord returned later the same day and again pounded on the unit door to confront him about parking. The Tenant could not recall the specific date but

thought this incident may have taken place on the same day the Landlord took over the residential complex.

11. R.N. testified that the Landlord contacted parking enforcement on several occasions, resulting in three parking infraction notices being issued to R.N., each in the amount of \$75.00. Copies of the notices dated September 13, 2024, September 18, 2024, and October 8, 2024, were submitted as evidence. R.N. testified that he was able to have two of the three tickets cancelled by the city after explaining the circumstances. Following the issuance of the final ticket, R.N. stated that he chose to park on the street in front of the complex to avoid further conflict with the Landlord. He continued to park on the street until the tenancy ended on August 31, 2024. The Tenant stated that he continued to pay \$35.00 for parking in addition to the lawful rent despite parking on the street.

Analysis

12. Based on the uncontested evidence before me and on the balance of probabilities, I am satisfied that by unilaterally removing the second parking spot allocated to the Tenants the Landlord substantially interfered with the Tenants' reasonable enjoyment of the rental unit.
13. Section 18 of the Residential Tenancies Act, 2006 (the "Act") provides that when a rental unit is sold, all covenants relating to the rental unit or the residential complex run with the land. As a result, a new landlord assumes the role of the former landlord and the existing terms and conditions of the tenancy continue unchanged. Although there was no written tenancy agreement, the Tenants established the existence of a parking agreement with the former landlord through receipts for payment and by evidence that they paid amounts in excess of the lawful rent for parking. Despite their request to consider their evidence, the Landlord refused and removed the parking spot that had been allotted to R.N. for 3 years.
14. Further, the Landlord repeatedly contacted parking enforcement, which resulted in the Tenant receiving multiple parking infractions and effectively compelled the Tenant to cease using the parking space and park on the street. I find that this conduct interfered with the Tenants' reasonable enjoyment of the rental unit. I also find that a reasonable tenant would consider the Landlord's actions to constitute a substantial interference with their tenancy.
15. The Tenants did not establish on a balance of probabilities that the Landlord harassed them.
16. Although the Residential Tenancies Act, 2006 does not define "harassment," the Ontario Human Rights Code defines harassment as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
17. While I find that the Landlord ought reasonably to have known that pounding on the Tenants' door with his fist to address a parking dispute would be unwelcome, the evidence did not establish that the Landlord engaged in a continuing course of similar conduct. I find that this isolated incident supports the Tenants' claim of substantial interference but does not rise to the level of harassment.

Remedies*Rent Abatement*

18. The Tenants are seeking a 40% rent abatement for the months of September and October 2024. The Tenants have selected these specific months for their abatement request because it was when the Landlord was repeatedly calling parking enforcement to ticket R.N.'s vehicle.
19. Abatement of the rent is a contractual remedy. It is designed to address the idea that if a tenant is paying for a bundle of goods and services and not receiving them, then the rent should be abated in an amount proportional to the difference between what is being paid for and what is being received. Assessment of the quantum of abatement involves looking at the timing of the complaint and resolution, if any, and the impact on the Tenant of the Landlord's breaches of the Act
20. I find that a rent abatement is an appropriate remedy in the circumstances; however, the quantum requested of 40% is unreasonable. The loss of a single parking space does not equate to 40% of the overall rental unit and amenities for which the Tenants were paying. That said, I must also consider the impact this loss had on the Tenants.
21. R.N. testified that interactions with the Landlord were stressful and that this stress contributed to symptoms including heart palpitations and increased blood pressure.
22. Taking into account the Landlord's conduct, the loss of the parking space, and the impact on the Tenants, I find that a rent abatement of 15% for the months of September and October 2024 is appropriate. The Tenants testified that their lawful rent during this period was \$947.00 per month. Accordingly, an order shall issue abating the Tenants' rent in the amount of \$284.10, calculated as follows: $\$947.00 \times 0.15 = \142.05 per month $\times 2$ months.
23. I must also consider that the Tenants continued to pay \$35.00 per month above their lawful rent for a parking space they were unable to use until the end of their tenancy. In the "remedies sought" section of their schedule to the application, the Tenants requested that any illegal amounts obtained by the Landlord be reimbursed or abated. I find it reasonably clear that, in addition to the abatement for September and October 2024, the Tenants were also seeking reimbursement for the cost of the additional parking space they did not receive. Accordingly, in addition to the abatement outlined above, the Tenants shall be abated a further \$490.00, representing \$35.00 per month for 14 months, from July 2024 through August 2025.

Out-of-pocket Expenses

24. The Tenants also sought reimbursement in the amount of \$150.00 for two of the three parking infraction tickets issued while R.N.'s vehicle was parked in the residential complex parking lot. The Tenants provided copies of the tickets as evidence. R.N. testified that, after explaining the circumstances to the municipality, two of the three tickets were cancelled. As a result, the Tenants were only required to pay one ticket. Accordingly, I find

that the Tenants are entitled to reimbursement in the amount of \$75.00, representing their out-of-pocket cost for the single parking infraction ticket paid.

"Other" Remedies

25. The Tenants also sought compensation for lost wages equivalent to five days of work. However, the Tenants did not provide any testimony that they missed work, nor did they submit evidence to support this claim. As a result, I make no order with respect to this requested remedy.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$897.10. This amount represents:
 - \$774.10 for a rent abatement.
 - \$75.00 for the reasonable out-of-pocket expenses the Tenants have incurred.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by April 30, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by April 30, 2026, the Landlord will owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 1, 2026
Date Issued

Melissa Anjema
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.