



Order under Section 31 Residential Tenancies Act, 2006

Citation: Berrio v Presnede, 2026 ONLTB 27080

Date: 2026-04-02

File Number: LTB-T-037260-25

In the matter of: Basement, 234 Bloor Street West
Oshawa ON L1J1P8

Between: Xavier Berrio Tenant

And

Ruby Rosa Presnede Landlord

Xavier Berrio (the 'Tenant') applied for an order determining that Ruby Rosa Presnede (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on June 6, 2025, and January 30, 2026.

The Landlord, the Tenant's Representatives, Leon Presner, and Mila Birkett, and the Tenant attended the hearing on June 6, 2025.

Only the Tenant's Representatives, Leon Presner and Mila Birkett, and the Tenant attended the hearing on January 30, 2026.

As of 9:45am, the Landlord was 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.

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 \$13,990.00.

2. When the original application was submitted, the only issue raised was an alleged lockout of the Tenant that occurred on April 25, 2025. At the hearing on June 6, 2025, it was determined that the Landlord had breached section 24 of the *Residential Tenancies Act*, 2006, (the 'Act') and changed the locks without providing the Tenant with a new set of keys. It was also determined that the Landlord was in breach of section 37 of the act as they attempted to evict the Tenant contrary to the Act.
3. LTB-T-037260-25_IN2 was issued June 9, 2025, ordering that the Tenant be put back in possession of the rental unit. The Tenant was permitted additional time to review their application and make amendments where necessary to assess their property upon return to the rental unit.
4. At the hearing, the Landlord submitted that they were in the midst of foreclosure procedures with the mortgagee and may not own the residential complex as of the next hearing.
5. On June 26, 2025, the Tenant's application was amended, served upon the Landlord and submitted to the LTB, in accordance with the most recent interim order.
6. The Tenant, beside seeking remedies for the lockout on April 25, 2025, is also seeking the following:
 - a) Addressing how the response to maintenance request as well as the failure to execute any of the repairs to the rental unit/complex substantially interfered with the Tenant's reasonable enjoyment of the rental unit;
 - b) Whether the Landlord harassed the Tenant by abusing the Board's processes when having issued an N7 Notice against the Tenant; and
 - c) If the Landlord, on a regular basis, harassed the Tenant from May 2024, until the termination of the tenancy.
7. At the uncontested hearing on January 30, 2026, the Tenant presented evidence that no foreclosure had occurred, nor was there any record of foreclosure or bankruptcy in regard to the Landlord's financial state. The Tenant did testify that the Landlord does own another property in the east-end of Toronto.
8. There was no explanation for why the Landlord was not present at the hearing. The Tenant's Representative confirmed that evidence was disclosed to the Landlord in accordance with Board Rules. Furthermore, there was no correspondence from the Landlord since the last hearing, however, the notice of hearing appears to have been received by the Landlord.
9. The Tenant confirmed with the LTB at the hearing that they vacated the rental unit on July 7, 2025, however, did confirm that he did get possession of the unit after the interim order, ordering the possession of the rental unit back to the Tenant had been issued.

Merits of Application

10. Pursuant to LTB-T-037260-25-IN2, the LTB has already determined that the Landlord breached the Act by locking the Tenant out on April 25, 2025.

11. The Tenant testified that there were several maintenance concerns reported to the Landlord throughout the history of the tenancy, however the Landlord acted negatively, and even in a hostile manner towards the Tenant whenever he attempted to enforce his rights.
12. The Tenant testified that there had been heating issues in his rental unit since the tenancy began in April 2024. The Tenant would inform the Landlord of the heat issues; however the Landlord would act with indifference, or tell the Tenant that if he did not like the situation, he could leave.
13. In May 2024, the Tenant informed the Landlord that the toilet would clog frequently and would leak. The Landlord allegedly tried to fix the toilet themselves however, failed to address the issue that the floor around the toilet had been water damaged. As a result, the leak persisted. When the issue was brought to the Landlord's attention, the Landlord informed the Tenant that he complains too much and told him he should leave.
14. The Tenant testified that in January 2025, another tenant had vacated the residential complex and left a substantial of rotting fruit exposed within the residential complex. As a result, a severe fruit fly infestation occurred.
15. The Tenant testified that when he brought the issue to the Landlord, the Landlord blamed the Tenant for the fruit fly issue, despite the evidence pointing to the former tenant who had recently vacated. When the issue was brought up again later, the Landlord responded that they would treat the unit after the Tenant vacated the rental unit.
16. In January 2025, the Tenant also informed the Landlord of a bed bug issue in the residential complex. The Landlord informed him that he complains too much and that they would not treat the unit until after the Tenant vacated the rental unit.
17. The Tenant testified that other residents of the complex had stolen a TV and remote control from him. When the issue was reported to the Landlord, the Landlord refused to handle the situation, instead, inviting the Tenant to leave.
18. On April 5, 2025, the Landlord entered the Tenant's rental unit and removed all of the cords delivering power to his rental unit. The Tenant testified that his room did not come equipped with power outlets and relied on extension cords to provide power to his rental unit.
19. On April 5, 2025, an incident between the Tenant and another tenant at the residential complex occurred. The Tenant was assaulted by the other resident.
20. As a result of the two incidents on April 5, 2025, the Tenant called the police. The police gave the Landlord a warning regarding their behaviour.
21. On April 6, 2025, the Landlord served an N7 notice to the Tenant with the purpose of terminating the tenancy.
22. From April 25, 2025 until June 30, 2025, the Tenant was out of possession of the rental unit due to the lockout.

23. When the Tenant returned, the Landlord had removed all of the locks to the doors, leaving the Tenant's rental unit unsecured.
24. The Tenant, after a few more days of harassment from the Landlord, again, telling the Tenant to leave, vacated the rental unit on July 7, 2025.
25. Throughout the hearing, the tenant presented photos and email/text correspondence between the Tenant and the Landlord (DOC-5905867) that corroborated the Tenant's testimony.

Analysis

26. Pursuant to section 22 of the Act, a landlord shall not substantially interfere with the tenant's reasonable enjoyment of the rental unit or residential complex.
27. Pursuant to section 23 of the Act, a landlord shall not harass a tenant.
28. Although the word "harassment" is not defined in the Act, borrows from the definition of the Human Rights Code's definition of "harassment" as, "...engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome..."
29. Regarding a course of conduct that is reasonably to be known to be unwelcome, I find that when someone enters into a landlord/tenant relationship, it ought to be reasonably known that regularly telling a tenant to leave whenever they raise issues that they are allowed to do, pursuant to section 20(1) of the Act (which states that a landlord has a duty to maintain the residential complex and the rental unit), that they are engaging in a course of conduct that is reasonably known to be unwelcome.
30. Based on the Tenant's testimony, this course of conduct steadily occurred from May 2024 until the tenancy ended.
31. The Landlord's failure to effectively address maintenance issues left the Tenant to deal with improperly functioning plumbing, and a lack of heat.
32. More directly, the Landlord's removal of power to the rental unit on April 5, 2025, was a more egregious act of interference that would substantially impair any person's reasonable enjoyment of a rental unit.
33. Based on the evidence before me, I am satisfied that the Landlord breached sections 22 and 23 of the Act. I am satisfied that as a result of the sustained harassment and interference, the Tenant was induced to terminate the tenancy as of July 7, 2025.

Remedies

34. The Tenant is seeking rent abatement from May 2024 until the end of the tenancy.
35. The Tenant paid \$500.00/month to rent a bedroom, and access to a shared kitchen, living room and bathroom.
36. From May 2024 until December 2024, the Landlord failed to address maintenance issues or responded in a hostile way and telling the Tenant to vacate. Having said this, I do not

believe that as of that time, this was a daily or regular occurrence. I do feel that the Tenant is entitled to a rent abatement, however I believe that a 25% rent abatement from May to December 2024, is reasonable, or \$1,000.00.

37. From January 2025 until the tenancy ended, the hostility towards the Tenant intensified on a more regular basis. From January to the lockout on April 2025, the Tenant was subject to abuse from the Landlord as well as neighbouring tenants. Based on this information I am satisfied that the interference and harassment were intended to force the Tenant to vacate the rental unit. I am satisfied that the Tenant probably unable to spend a day in the rental unit from this period without suffering as a result of the Landlord's willful negligence. I am satisfied that a 75% rent abatement from January 1, 2025, until April 25, 2025, is reasonable, or \$1,420.00.
38. As of the lockout until the Tenant took possession of the rental unit, the Tenant had 0% use of the rental unit. When the Tenant took possession and discovered that the unit was not securable, and in consideration of the hostile environment of the residential complex, rendered the rental unit unlivable after possession was returned.
39. For this reason, I am satisfied that the Tenant is entitled to a 100% rent abatement from April 25, 2025, until the tenancy terminated July 7, 2025, or \$720.00.
40. Therefore, the Landlord shall pay the Tenant a rent abatement of \$3,140.00.
41. The Tenant is seeking a rent differential because of being induced to vacate the rental unit by the Landlord.
42. The Tenant is currently living in Toronto, and is paying \$1,350.00/month, however, unlike his previous rental unit, has independent use of both a bathroom and kitchen. The rent differential, on its face, is \$850.00/month. However, the Tenant is living in a different city and has his own kitchen and bathroom now; the current rental unit is substantially better than the previous rental unit, which reduces the amount that can be considered in assessing rent differential. I am satisfied that a \$450/month rent differential would be appropriate under the circumstances. Pursuant to section 31(2)(a) of the act, the Board may award a tenant the increased rent amount for a period of one year. Therefore, the Tenant is entitled to \$5,400.00 in rent differential.
43. The Tenant is also seeking \$200.00 which is the replacement costs of food that he was unable to access during the lockout period. I find that this is a reasonable expense incurred by the Tenant as a result of this lockout. Therefore, the Landlord shall compensate the Tenant \$200.00 for lost food as a result of the lockout.
44. The Landlord is seeking the \$250.00 replacement cost of the television and remote taken by the other tenants in the residential complex; items in which the Landlord refused to assist the Tenant in retrieving. I am satisfied that the Tenant is entitled to the replacement value of these items. Therefore, the Landlord shall pay the Tenant \$250.00 to replace the television and the remote control.
45. The Tenant is seeking \$5,000.00 in general damages that resulted from the duration of the relationship with the Landlord, and especially due to the homelessness and insecurity suffered as a result of the lockout. I am satisfied that the amount being sought in these

circumstances is reasonable. Therefore, the Landlord shall pay the Tenant an additional \$5,000.00 in general damages for the indignity and insecurity of having been locked out.

46. Therefore, the Landlord shall pay the Tenant a total of \$13,990.00.

47. The Tenant was also seeking that the Landlord pay an administrative fine to the LTB.

48. At the hearing, I informed the Tenant that I would consider a fine. A fine is issued when the Board is not satisfied that the remedy awarded will not be sufficient to act as a deterrent to any future breaches of the Act. Had the amount the Tenant was entitled to been less, I would have considered a fine, however, \$13,990.00 is a substantial amount of money. After further consideration, I am satisfied that the award to the Tenant will be a sufficient deterrent to any future breaches of the Act.

It is ordered that:

1. The tenancy between the Landlord and tenant is terminated as of July 7, 2025.
2. The total amount the Landlord shall pay the Tenant is \$13,990.00. This amount represents:
 - \$3,140.00 for a rent abatement.
 - \$5,400.00 in the rent differential over one year as a result of being induced to move from the rental unit to a more expensive rental unit.
 - \$450.00 in the replacement value of lost food, television and remote control, and
 - \$5,000.00 in general damages.
3. The Landlord shall pay the Tenant the full amount owing by April 14, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by April 14, 2026, the Landlord will owe interest. This will be simple interest calculated from April 15, 2026, at 4.00% annually on the balance outstanding.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 2, 2026
Date Issued

Robert Brown
Vice Chair, Landlord and Tenant Board

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