



Order under Section 31 Residential Tenancies Act, 2006

Citation: Whitehead v Nunes, 2026 ONLTB 27360

Date: 2026-04-02

File Number: LTB-T-009687-23

In the matter of: Lower, 290 Morden Road
Oakville Ontario L6K2S5

Between: Caroline Whitehead Tenant

And

Joao Nunes Landlords
Amanda Nunes

Caroline Whitehead (the 'Tenant') applied for an order determining that Joao Nunes and Amanda Nunes (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on March 26, 2026.

The Landlord Joao Nunes and the Tenant attended the hearing.

As of 2:06 p.m., Joao Nunes signed out of the hearing, prior to the conclusion of the hearing and without the permission of the Board Member. He did not sign back into the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

Preliminary issue

1. During the taking of attendance, the Landlord J.N. indicated that he was not a Landlord. He stated that his mother Amanda Nunes, who is named as the other Landlord, is ill and suffers from dementia so could not attend the hearing. J.N.'s sister has the power of attorney for his mother. He stated that he had not spoken with his mother in weeks and is not on speaking terms with his sister.
2. The Tenant refuted this claim.

3. When asked whether he was the landlord or property manager of the rental premises in 2022, given that he was named as a Landlord in the application, he replied that he had merely been a tenant who “had lived there all his life”; his sister was the Landlord.
4. I indicated to the parties that I would consider removing J.N. as a party to the application based on his preliminary comments and advised them that we would deal with the issue at the beginning of the hearing of the Tenant’s application. I then completed taking the attendance, immediately after which I heard another matter.
5. The hearing commenced at 2:06 p.m. Both parties were present. In respect of the preliminary matter, the Tenant began to explain that J.N. was indeed the property manager in 2022.
6. She stated that he was the person she contacted about tenancy issues and he is the person who is alleged to have breached the *Residential Tenancies Act, 2006* (the ‘Act’). She paid her rent to him directly by email and he has appeared as the Landlord at previous hearings involving the parties. She stated that she knew that the sister who had the power of attorney had died in 2024. She contends that he has told several untruths to the Board.
7. In the midst of her submissions, it became apparent that J.N. had suddenly and quietly left the hearing.
8. I stood the matter down to allow J.N. reasonable time to rejoin the videoconference in case he was experiencing technological difficulties. During the pause, I reviewed the LTB records to assess whether J.N. had presented himself as the Landlord in other LTB proceedings.
9. On that point, I noted that on October 4, 2023, the Board heard the Tenant’s T1 application LTB-T-009636-23. The order issued on October 4, 2023 states that “the Landlord Joao Nines” attended the hearing. On July 2, 2024, J.N. attended and participated as the Landlord in an Adjudicative Case Conference for this application. There is no record of him objecting at that time to being named the Landlord along with his mother, who owned the property.
10. When the hearing reconvened, J.N. had not signed back into the videoconference. There were no communications from the Hearing Support Line informing me that they were working with J.N. to resolve issues with his device, his internet or with problems rejoining.
11. Based on the Tenant’s submissions and evidence, I declined to remove J.N. as a respondent party. I am satisfied that he was a landlord at the time of the alleged incidents.
12. I proceeded to hear the matter on an uncontested basis.

T2 application

13. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
14. The following evidence is not disputed.
15. This was a very short tenancy. The Tenant rented a room in the basement of the house the Landlords own, taking occupancy on April 17, 2022. She moved out two months later.

16. At the time, the Tenant was the only tenant residing in the basement. She had use of a main bathroom, a kitchen and laundry appliances. The Landlords did not reside in the house. The monthly rent was \$1,000.00.
17. On April 24, 2022, J.N. attended at the property and told the Tenant to remove all her personal items from the downstairs bathroom because it was “a hygiene” problem. The Tenant declined to do so.
18. Shortly after, the Tenant complained to the Landlords that the dishwasher (which was included in the advertisement for the rental unit) was malfunctioning. On April 28, 2022, J.N. informed her that the appliance never worked and that she “didn’t need a dishwasher”. A few weeks later, the Tenant discovered that J.N. had unplugged the dishwasher from the electrical outlet located behind the appliance.
19. The use of a common laundry room and laundry appliances were included in the tenancy agreement. There were no restrictions on scheduling laundry times when the Tenant moved in. On May 12, 2022, the Landlords posted a sign on the dryer, explaining to all tenants that the appliances were no longer available for use on weekdays. The Tenant relayed the unfairness of this to the Landlords – she could not wait 7 days to launder her clothes and other items. The Tenant removed the sign.
20. On May 26, 2022, the Tenant discovered that the Landlords had disconnected the electrical power to the laundry appliances, this time by disconnecting wires located at the back of the machines. As a result, she had to take her laundry to the laundromat at her own expense.
21. Things deteriorated quickly after that, she said. J.N. removed all the lightbulbs from all the fixtures located in the basement common areas, which she believes was retaliatory.
22. Without giving specifics of events, dates and times, the Tenant alleges that between May 26, 2022 and June 1, 2022, J.N. would regularly attend the rental premises and would scream at her. On one occasion he threw a baby gate at her. She made multiple calls to the local police to complain. Police would attend and tell her that they would speak to J.N. about his conduct. This did not resolve the issues.
23. On June 3, 2022, the Tenant was in the unit when J.N. deliberately pointed a leaf blower twice at the open window of her unit – at two separate times during that day.
24. The same day, the Tenant arrived home from work to find J.N.’s vehicle blocking the driveway. J.N. approached and began yelling at her. The Tenant called 911. The Tenant’s dog appeared from the house and began running onto the street. The Tenant knew this meant that J.N. had gone into her unit with authorization and freed the dog. While this was happening, J.N. was shouting at passing motorists, urging them to hit and kill her pet. Police arrived and spoke with J.N. but as far as she knows they declined to lay charges.
25. On June 4, 2022, the Tenant discovered that someone had urinated all over the basement bathroom: on the toilet seat, the floor and towels. When the Tenant confronted J.N. about it, he replied that it must have been the dog. The Tenant believes that J.N. was the culprit because there were no other people who could have done it. She submits that her dog would never behave that way and, being a small animal, would not have been able to jump up that high or produce that amount of urine. The Tenant reported the incident to police.

26. On June 5, 2022, the Tenant set up her laptop and camera to chat with others. A person entered the chat whom she did not know. He began divulging personal information about her. When the Tenant informed the person that she would be able to identify him by the IP address, the person signed out. The Tenant is certain the person was J.N.
27. The Tenant worked that day. When she arrived home, she had no internet access. J.N. informed her that Cogeco had suspended internet service because the Landlords had not paid the bill. By then, a tenant had moved into another basement units. She asked him if he was having issues with his internet; he replied he was as well. She also learned from him that the Landlords had changed the password to access the WiFi and it was not the password she currently had.
28. The Tenant contacted the Rental Housing Enforcement Unit to lodge a complaint about the appliances and the WiFi. RHEU spoke with J.N., but because J.N. insisted that everything was working in the unit, they closed the file.
29. On June 6, 2022, the police arrested the Tenant at work, because J.N. had complained about a video the Tenant had recorded and had posted online, making accusations and derogatory comments about the Landlords. She was charged with mischief and spent the night in jail.
30. The next day, the Tenant vacated the rental unit. She alleges that while she was moving her items out, the Landlord grabbed her wrist and twisted it, causing bruising.
31. She claims that the Landlords never returned her last month's rent deposit of \$1,000.00.

Analysis

32. I am persuaded by the Tenant's uncontested testimony that the Landlord J.N. substantially interfered with her reasonable enjoyment of the rental unit and harassed her. I am satisfied that it is more probable than not that J.N. entered the rental unit illegally.
33. In particular, I accept the Tenant's evidence that J.N. engaged in the interference and harassment, as described, on the following dates: April 24, 2022, April 28, 2022, May 12, 2022, May 26, 2022, June 3, 2022, and June 4, 2022.
34. I find that J.N. unlawfully entered the Tenants unit on June 3, 2022, that is without proper 24-hr. written notice for a valid reason, and that he released the dog from the unit.
35. I am unable to find that the Landlords interfered with the Tenant's belongings because the evidence lacked convincing details. The Tenant is merely assuming that it was J.N. She presented no documentary evidence, including communications to and from the parties about the incident, which would support this claim.
36. Although the Tenant referred to a bruise on her arm which she says was caused by J.N.'s aggressive behaviour while she was moving out, the details were vague and she did not provide any medical evidence or police reports confirming that the incident occurred.
37. She contends that the entire two-month tenancy was extremely stressful, to the point where she was induced to vacate because she could not take J.N.'s aggression anymore.
38. I note that the Tenant's case would have been stronger had she provided copies of police reports and communications from RHEU. She indicated that she had taken videos of some of the alleged breaches, but these were not served on the Landlords or filed with the

Board. The Tenant did not call any witnesses, present any declarations from witnesses, or produce any communications with others in which she complained of J.N.'s conduct.

39. However, I found the Tenant's oral evidence was internally consistent and she provided adequate details, including dates of occurrences.

40. While the Tenant has met the burden of proof, the Tenant is aware that the lack of documentary evidence may affect the scope, amount, or type of remedy she may be entitled to receive by LTB order.

Withholding of a vital service

41. I am unable to find that the Landlords withheld vital services as claimed.

42. The Act and the Regulations define vital services as fuel, electricity, gas, hot or cold water, and heat which are the landlord's obligation to supply under the tenancy agreement.

43. Internet service is not a vital service as contemplated by the Act. Therefore, section 21 of the Act is not applicable. This claim is denied.

Remedies

44. In the application, the Tenant seeks a rent abatement of \$1,000.00, equaling one month's rent or 50% of the rent from April 2022 to June 2022. I find it appropriate to grant a total abatement of rent in the amount of \$1,000.00, as follows:

(a) \$500.00 for the illegal entry, and

(b) \$500.00 for substantial interference and harassment, representing 25% of the rent for two months.

45. The Tenant had reasonable out-of-pocket expenses in the amount of \$165.00 for the cost of using the laundromat.

46. The remainder of the Tenant's requests for out-of-pocket expenses, moving and storage costs and lost wages are denied. The Tenant failed to serve and file any evidence, such as invoices or receipts to prove these expenses.

47. I am satisfied that the impact the Tenant describes accurately reflects what the Landlord put her through. It was clearly in her best interests to end the tenancy early. The Tenant is entitled to \$1,000.00 in general compensation for the heightened emotional distress she experienced. The incident in which J.N. let the dog out was particularly traumatic for her and she was extremely upset by the urination incident.

48. The Landlords shall also be ordered to pay the Tenant's cost to file this application, pursuant to Rule 23.1 of the Board's *Rules of Procedure*.

Administrative fine

49. I find that this is an appropriate case to impose an administrative fine.

50. J.N.'s actions towards the Tenant were, overall, reprehensible, particularly in the way his inappropriate exercise of control and aggression evolved over two intense months. Most disturbing was J.N.'s conduct in exposing the Tenant's dog to serious injury, even death. His callous comments to passing motorists were shocking, vicious and cruel.

51. His urination on the Tenant's belongings, requiring her to clean the urine and causing her to feel unsafe in her home shocks the community's sense of decency. There is no doubt in my mind that J.N. intended to cause the Tenant distress.
52. I have also considered that J.N. lied to the Board at this hearing without hesitation, insisting he had no role in the tenancy, which was clearly untrue. He failed to apprise the Board of other instances in which he did not dispute he was the Landlord. He acted unreasonably by leaving the hearing. His behaviour shows a blatant disregard for the LTB.
53. In my view, a fine is necessary to deter the Landlords from future non-compliance with the Act and to give a clear message that unacceptable conduct cannot be ignored or condoned. I am satisfied that other remedies ordered will not provide adequate deterrence.
54. The Landlord shall be ordered to pay a fine in the amount of \$2,000.00 to the LTB.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$2,218.00. This amount represents:
 - \$1,000.00 as an abatement of rent
 - \$165.00 for the estimated reasonable out-of-pocket expenses incurred.
 - \$1,000.00 as general compensation.
 - \$53.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by April 13, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by April 13, 2026, the Landlords will owe interest. This will be simple interest calculated from April 14, 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 Landlords shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$2,000.00 by April 13, 2026.

April 2, 2026
Date Issued

Elle Venhola
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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.