



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-076724-24

In the matter of: B, 143 STE-CECILE ST
VANIER ON K1L5L3

Between: Dominic Asselin Lavigne Tenant

And

Rabbie Bin Milud Landlord

Dominic Asselin Lavigne (the 'Tenant') applied for an order determining that Rabbie Bin Milud (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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on February 10, 2026.

Only the Tenant, Dominic Asselin Lavigne attended the hearing.

As of 9:30am, 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 some of the allegations contained in the application on a balance of probabilities.
2. The Tenant testified that he has been living in the rental unit for approximately 6 years and his monthly rent is \$878.00.
3. For the past three years, the Landlord has been asking the Tenant to move out of the rental unit. The Tenant states that this is due to the fact that his rent is not a lot, and the Landlord wants to rent the unit for more money. When the Tenant advised the Landlord that he has rights, the Landlord attempted to serve N12 Notices. All of the N12 Notices that the Landlord was going to give to the Tenant were for various individuals, which made the Tenant believe that the Landlord was only doing this to have him move out of the rental

unit, not because the Landlord's family member was going to move into the rental unit. For example, on or about May 1, 2023, the Landlord stated that him and his parents will be moving into the rental unit, however shortly after stated that his cousin will be moving into the rental unit. The Tenant testified that this has been stressful for him, as the Landlord constantly is telling the Tenant to move out of the rental unit. The Tenant stated that he does not want to move out of the rental unit as it is close to the school he works at and it is a place of creativity for him.

4. The Tenant testified that on or about June 12, 2024 to June 18, 2024, the Landlord cut off the electricity and hot water in the rental unit. During this period, the Landlord did not remedy this issue for the Tenant. The Tenant contacted the City of Ottawa and they attended the rental unit to restore the electricity. When the Landlord finally responded to the Tenant, he just told him that he can leave if he is unhappy in the rental unit. This impacted the Tenant as he is an artist, and he was unable to work with no electricity. This caused him a lot of stress as he was unable to work.
5. On or about May 19, 2025 to May 17, 2025, there was no heat in the rental unit. The Tenant stated that it was cold at night and was unable to sleep. When the Tenant advised the Landlord of this, the Landlord did not respond. The Tenant stated that the weather was unusually cold for this time of year dropping down to 4 degrees. As a result, his work was disrupted as he was unable to sleep.
6. From May 28, 2025 to May 31, 2025, the Landlord cut off the hot water. The Landlord did not respond to the Tenant's messages until June 1, 2025.
7. The Tenant testified that when he pays rent to the Landlord, the Landlord does not accept the transfer, and then the bank returns the money to the Tenant. The Landlord then states that he never received the rent from the Tenant.
8. The Tenant stated that the washing machine does not work in the rental unit, and despite advising the Landlord, he refuses to fix it. It has been broken for approximately one year. As a result, the Tenant is forced to do his laundry at the laundromat. The Tenant is seeking a remedy for this issue as he has not been able to use the washing machine. In addition, the refrigerator does not work either. The Landlord refuses to remedy this issue, and the Tenant has to use a small refrigerator.
9. In addition, the Tenant stated that there has been mould in the basement that started approximately three years ago, and he is always sick from this. The reason for the mold is because the refrigerator has been leaking into the basement. The filter is really bad, and when the Tenant brings this up to the Landlord, the Landlord tells him to leave. Despite the Tenant advised the Landlord of this issue, it is not resolved to date.

Legal Analysis

10. Section 22 of the *Residential Tenancies Act, 2006* ('the Act') states the following:

22 A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

11. Section 23 of the Act states the following:

23 A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

12. Based on the uncontested evidence before me, I find on a balance of probabilities that the Landlord interfered with the Tenants' reasonable right and enjoyment of the rental unit and engaged in harassing conduct when the Landlord interfering with the electricity, persistently serving the Tenant with N12 Notices and telling the Tenant to vacate the rental unit, and by not accepting rent payments from the Tenant. The Landlord was not present at the hearing to provide their submissions regarding the Tenant's claim, and I have no reason to doubt the truthfulness of the Tenant.
13. I heard and considered the Tenant's claims against the Landlord for the issues with the laundry, refrigerator and the mould in the basement. I note that the Tenant did not file an application pursuant to s. 20 of the Act claiming a maintenance breach. I find that to allow a remedy under s. 22 of the Act would "place the provisions of s. 20(1) and s. 22 in conflict or disharmony with one another and disregard the intent of the legislature that where, as here, there is an overlap..." [See *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477 at paragraph 55].
14. I acknowledge that there may be circumstances where a maintenance issue could be a substantial interference with a tenant's reasonable enjoyment of a rental unit or residential complex. However, in my view, it is not appropriate to permit that type of claim to be filed under a T2 application so that a tenant may circumvent section 20 of the Act and request a remedy they would not have been entitled to under that section. Substantial interference with reasonable enjoyment is very broad and general claim and could potentially encompass any number of issues that could arise during a tenancy. However, when an issue raised in an application falls under a more specific and applicable section of the Act, *Onyskiw* confirms that the Board must interpret the general claim in harmony with the more specific provision. The Tenant's claims against the Landlord for the laundry, refrigerator and the mould are dismissed as it should be brought under section 20 of the Act, and any remedy that the Tenant requested for these issues will not be considered.

Remedies

15. The Landlord requested a total amount of \$23,000.00 for compensation due to the Landlord's actions and the impact it has had on the Tenant. I heard and considered how long these issues have been going on for, the impact that the Landlord's actions had on the Tenant, specifically by cutting off the electricity multiple times, serving multiple N12 Notices and telling the Tenant to vacate on several occasions, and I find that the Tenant should be awarded a monetary remedy for the Landlords actions. Based on my knowledge of similar cases, I find the amount of \$4,000.00 appropriate to award the Tenant in this circumstance.

Administrative Fine

16. The Tenant also requested the Board order the Landlord to pay an administrative fine for breach of the Act. The Board's Interpretation Guideline 16 provides insight into the Board's use of fines and states that an administrative fine is a remedy to be used to encourage

compliance with the Act and to deter landlords from engaging in similar activity in the future. "This remedy is not normally imposed unless a landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."

17. While the Landlord's disregard for the Act is troublesome, in the present case, as the Tenant has been awarded a monetary remedy, I find that this provides a sufficient deterrent. The request for an order for an administrative fine is denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$4,048.00. This amount represents:
 - \$4,000.00 for general compensation.
 - \$48.00 for the cost of filing this application
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2. The Landlord shall pay the Tenant the full amount owing by April 13, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 13, 2026, the Landlord 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.

April 2, 2026
Date Issued

Nathalia Debski
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.