



Order under Sections 31, 135 Residential Tenancies Act, 2006

Citation: Burbine v Burley-Pierce, 2026 ONLTB 27493

Date: 2026-04-08

File Number: LTB-T-015775-24-RV2

In the matter of: 164 EUCLID AVE
TORONTO ON M6J2J9

Between: Katie Burbine Tenant

And

Tina Burley-Pierce Landlord

REVIEW ORDER

Katie Burbine (the 'Tenant') applied for an order determining that Tina Burley-Pierce (the 'Landlord') collected or retained money illegally. This is the T1 Application.

The Tenant also applied for an order determining that the Landlord:

- 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. This is the T2 Application.

This application was resolved by order LTB-T-015775-24 issued on November 20, 2024.

On December 20, 2024, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 3, 2025, interim order LTB-T-015775-24-RV-IN was issued, staying the order issued on November 20, 2024.

On February 19, 2025, the Landlord's review request was granted with review order LTB-T-015775-24-RV being issued and the presiding Member directed the application to a fresh hearing.

This application was heard by videoconference on January 8, 2026.

The Tenant and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the applications on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,533.35.

T1 Application – Illegal Rent Increase and Interest on the last month's rent deposit

2. The Tenant testified that when she moved into the rental unit on April 1, 2022, the monthly rent was \$2,450.00. On March 2, 2023, the Landlord emailed her an N1 Notice of Rent Increase stating that the rent would increase by \$61.25 effective May 1, 2023, bringing the new monthly rent to \$2,511.25. The Tenant explained that she paid the increased amount from May 1, 2023, to February 29, 2024, because she was unaware at the time that the N1 Notice was invalid, as it was not signed and the Landlord had not provided the required 90 days' notice.
3. There is no dispute between the parties that the Landlord did not pay the Tenant the interest owed on the last month's rent deposit.
4. The Landlord testified that she was not aware of the 90-day notice requirement and believed the Tenant would have raised any concerns after receiving the N1 Notice. She stated that because the Tenant paid the increased rent each month, she assumed the Tenant had no objection to the rent increase.

Analysis and Legislation – T1 Application

5. Section 110 of the *Residential Tenancies Act, 2006* (the 'Act') states: No landlord shall increase the rent charged to a tenant for a rental unit, except in accordance with this Part.
6. Subsection 116(1) of the Act makes it mandatory that a landlord shall not increase the rent charged to a tenant without first giving the tenant at least 90 days written notice of the landlord's intention to do so.
7. Section 135.1 of the Act states: An increase in rent that would otherwise be void under subsection 116(4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months.
8. I find the Landlord collected rent in excess of the amount allowed by the Act because the Landlord did not issue a NORI in accordance with the section 116(4), and the Tenant has paid the unlawful rent increase for 10 months before she made an application contesting the validity of the rent increase.
9. The Tenant's monthly rent changed on May 1, 2023 from \$2,450.00 to \$2,511.25 which the Tenant paid for the May 1, 2023 to February 29, 2024 rent periods. I find the Landlord owes the Tenant \$612.50, calculated as follows: \$2,511.25 - \$2,450.00 - \$61.25 x 10 months.
10. Subsection 106(6) of the Act states: A landlord of a rental unit shall pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due.

11. As there is no dispute between the Landlord and the Tenant that the last month's rent deposit was collected on February 28, 2022 and the interest on the last month's rent deposit was not paid, I am satisfied the Landlord owes the Tenant \$122.85.
12. Interest is calculated from the date the deposit was collected up to the date the last month's rent deposit ceased to be a deposit and became rent. Here, the last month's rent deposit was used as rent for the month of March 2024 and therefore interest is to be paid to February 29, 2024.
13. Interest is calculated as follows:
 - For the period of February 28, 2022 to February 27, 2023: $\$2,450.00 \times 2.5\% = \61.26
 - For the period of February 28, 2023 to February 29, 2024: $\$2,450.00 \times 2.5\% = \61.59
 - For a total of \$122.85
14. The Tenant's T1 application is granted. As such, the Landlord shall pay the Tenant \$735.35, which represents the illegal charges and interest on the last month's rent deposit.

T2 Application – Illegal Entry, Substantial Interference and Harassment

15. The Tenant's allegations in the application with respect to illegal entry, substantial interference with reasonable enjoyment of the rental unit and harassment are identical and relate to an incident on February 25, 2024. However, the Tenant included an additional claim in where the Tenant alleges the Landlord harassed, threatened, coerced, or interfered with the Tenant on November 20, 2023.
16. As the allegations of illegal entry and substantial interference relating to an incident on February 25, 2024 are the same, evidence was provided by both the Tenant and the Landlord with respect to this date pursuant to section 22 of the Act.
17. The allegation that the Landlord harassed, coerced, threatened, or interfered with the Tenant on November 20, 2023 was addressed in the hearing pursuant to section 23 of the Act and evidence was provided by both parties.

February 25, 2024 incident

18. By way of background, the Tenant testified that on February 14, 2024, she gave notice to the Landlord to vacate the unit on March 31, 2024. An N11 Agreement to Terminate the Tenancy ('N11 Form') was signed by the Tenant and the Landlord on February 14, 2024 and February 21, 2024 respectively.
19. The Tenant testified she received a call from the City of Toronto By-Law officer advising her that an order to comply had been issued against the Landlord for issues with the rental unit. She testified that while on the call with the By-Law officer, the Landlord called her five times and at 10:10 a.m. left a voicemail message. In this voicemail message, the Landlord states: "Hey, Katie, so I'll be in at 1:00 p.m. today. It probably would be in your best interest not to be there because I am pissed. Okay, talk to you soon."
20. The Tenant testified that after listening to the voicemail message, she felt incredibly threatened and did not know what to expect. She sent a text message to the Landlord in

which she wrote: "If you plan on yelling at me or berating me during your visit today, then I will call the police. I understand you are angry, but do not harass me." The Landlord responded by text message writing: "I hope you bought a place. You seem to use all the 911, 311 services, you should at least be paying property taxes for the services. See you at one."

21. The Tenant explained that she did not feel comfortable being alone in the unit given the Landlords demeanour. So she called her father to come to the unit. She testified at 1:10 p.m., the Landlord used her key to enter the unit. Upon entering, the Tenant told the Landlord she was not consenting to her being in the unit and stated it was an illegal entry and asked her to leave. She testified the Landlord was hysterical, demanding to know who the man was and was yelling at her. The Landlord was asked again to leave, which she did, indicating she would return the next day.
22. The Landlord testified she was aware of an issue in the basement of the rental unit prior to receiving a call from the City of Toronto By-Law Officer on February 25, 2024. She explained that herself, a plumber and her handyman attended at the unit on February 20, 2024, to assess the issue in the basement. She confirmed the Tenant was in the rental unit during the time of this visit. She explained she had a standing agreement with the Tenant that she would be entering the unit on February 22, 23, 24 and 25, 2024 at approximately 1:00 p.m. to spray a mold and mildew product to the affected areas in the basement. She stated this product is to be used every 24 hours to rectify the issue of mold in the basement.
23. The Landlord testified that on February 25, 2024 she did enter the rental unit at approximately 1:00 p.m. as it was her understanding that the Tenant had agreed to her coming in to use the mold and mildew product. She explained that the voicemail message she left for the Tenant was not a threat that she should not be home. She simply felt that because of her frustration after receiving a call from City By-Law, it would be best that they have no interaction. The Landlord stated at no time did she threaten the Tenant, in fact, she felt intimidated when she arrived at the unit on that day.

November 20, 2023 Incident

24. The Tenant testified to an incident with the Landlord that occurred on November 20, 2023, and provided a text message exchange between herself and the Landlord as evidence. She explained that on November 20, 2023 she noticed what she described as a smell of sewage, which she recognized to be natural gas. She contacted the Landlord by text message, but in fear for her safety, she contacted the fire department. While at the unit, the fire department did not detect a gas leak but informed the Tenant that the items close to the furnace would need to be removed. A document, provided by the fire department, was given to the Tenant to give to the Landlord.
25. The Tenant testified the Landlord's text message response to this incident indicated she was not happy with the Tenant calling the fire department as she wrote, in part: "I will be in and if there's anything around that and including you have stuff, on the shelf. I'm throwing it in the backyard, and you can deal with it from there! You've taken advantage of the amount of storage, not space. And as far as the basement laundry room goes, move everything out so we can clean around. I'll be in whenever I get there, today or tomorrow."

26. The Tenant testified that, in her view, the tone of the Landlord's text message was hostile and aggressive. She stated that this caused her to feel unsafe in her home, as she believed the Landlord had a tendency to behave aggressively.
27. The Landlord testified that she was surprised the fire department had attended the rental unit and stated that the documents she received left her with no choice but to ensure the basement area near the furnace was free of any items. She denied that the items belonged to her and suggested they belonged either to the Tenant or to the tenant in the other unit. She acknowledged that she told the Tenant in a text message that some items would be thrown into the backyard, but stated she had no intention of actually doing so. She maintained that she did not threaten the Tenant in any way, nor did she harass her into cleaning the basement areas.

Analysis and Legislation – T2 Application

28. Based on the evidence and submissions before me, I am satisfied on a balance of probabilities that the Landlord entered the rental unit illegally on February 25, 2024. While the Landlord states that she and the Tenant had a verbal agreement permitting entry between February 22 and February 25, 2024, section 26 of the Act provides that a landlord may only enter a rental unit without written notice in an emergency or when the tenant consents at the time of entry. The Tenant's evidence clearly indicates that she did not provide consent for the Landlord to enter on February 25, 2024. This is supported by a text message from the Tenant and by the fact that she asked the Landlord to leave the unit after the entry occurred.
29. I also find that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit by leaving an aggressive voicemail message on February 25, 2024. In that message, the Landlord stated she was "pissed," advised she would be coming to the unit at 1:00 p.m., and suggested it would be in the Tenant's best interest not to be home. I am satisfied that the Tenant's reaction to this message was reasonable and that her concern for her safety was genuine. In my view, the fact that the Tenant felt it necessary to contact her father to be present in case the Landlord entered the unit without consent meets the threshold for substantial interference with reasonable enjoyment.
30. I am not satisfied that the Landlord substantially interfered with the Tenant's reasonable enjoyment on November 20, 2023. A landlord is obligated to provide a safe and healthy environment for tenants, and tenants are responsible for maintaining the rental unit in a reasonable state of cleanliness. I accept the Landlord's evidence that the items identified by the fire department did not, on a balance of probabilities, belong to her. I find that the Tenant's evidence was insufficient to contradict the Landlord's testimony, and the Landlord's conduct does not meet the threshold for substantial interference.
31. I do not find that the Landlord's conduct on November 20, 2023 or February 25, 2024 constitutes harassment. Although the Act does not define "harassment," it is generally understood to involve a course of conduct that a reasonable person would know, or ought to know, would be unwelcome. In this case, the allegations relate to two isolated incidents occurring on separate dates. There is no evidence of a consistent or ongoing pattern of behaviour by the Landlord, nor is there evidence that the Landlord repeatedly sent

messages or emails demanding that the basement be cleaned or that consent be provided for entry later that day or on another date. As such, the claim for harassment is denied.

Remedies – T2 Application

32. The Tenant is seeking, as confirmed during the hearing, the following remedies:

- (a) a rent abatement of one month's rent; \$2,450.00
- (b) the Landlord must pay a fine to the LTB; and
- (c) the cost for filing the application; \$48.00.

Rent Abatement

33. Abatement is a contractual remedy. It reflects the idea that a tenant is paying for a bundle of goods and services and if he or she is not receiving everything being paid for the rent should be abated proportional to the difference.

34. As I am satisfied that the Landlord breached their obligations under the Act with respect to the substantial interference with the Tenant's reasonable enjoyment arising from the incidents on February 25, 2024, and that there is sufficient evidence to conclude the Landlord entered the unit illegally on the same date, I find that an abatement of \$750.00 is reasonable based on my knowledge of similar matters. In reaching this amount, I considered the quantum of rent, as well as the duration and impact of the issues on the Tenant.

Board Fine

35. The Board's Interpretation Guideline 16 on Administrative Fines states:

An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), 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 RTA and other remedies will not provide adequate deterrence and compliance.

36. With respect to the request for an administrative fine, I do not find that the Landlord's conduct, as detailed above, demonstrates a disregard for the Act, nor was the behaviour so egregious as to warrant the imposition of a fine. The Landlord is a small landlord with little to no experience in these matters, and in light of their experience with these proceedings and the remedies awarded to the Tenant, I am satisfied that an administrative fine is not necessary to deter similar conduct in the future.

Application Filing Fee

37. As the Tenant was successful with her application, she will be reimbursed \$48.00 for the cost to file the application.

38. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,533.35. This amount represents:
 - \$612.50 for excess rent collected.
 - \$122.85 for interest owing on the last month's rent deposit.
 - \$750.00.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 19, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 19, 2026, the Landlord will owe interest. This will be simple interest calculated from April 20, 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 8, 2026
Date Issued

Susan Priest
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.