



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

**File Number:** LTB-T-036686-25

**In the matter of:** 1106, 111 Champagne Avenue South  
Ottawa ON K1S5V3

**Between:** rahaf z Attar Tenant

**And**

George z Pryzstal Landlord

rahaf z Attar (the 'Tenant') applied for an order determining that George z Pryzstal (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- has collected or retained money illegally

This application was heard by videoconference on January 14, 2026.

Only the Tenant attended the hearing.

As of 3:15pm, 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 \$2,228.48 on or before April 19, 2026 and an administrative fine of \$1,000.00 to the LTB by the same date.
2. By way of background this tenancy began in August 2022 and ended in May 2024 when the Tenant vacated the rental unit.
3. The Tenant's applications were filed on May 4, 2025; pursuant to subsection 29(2) of the *Residential Tenancies Act, 2006* and the principles found at paragraph 9 of *Toronto Community Housing Corporation v. Allan Vlahovich*, 2010 ONSC 1686, the limitation period cannot extend beyond May 4, 2024 with respect to any remedy.
4. The Tenant's T1 application asserts the Landlord failed to pay the interest on the last month rent deposit and/or credit the interest in the amount of \$91.80. The T1 application

also asserts that the Landlord failed to provide compensation required under section 48.1 of the Act – while the Landlord provided cheques totaling one months' rent, they later cancelled the cheques.

5. The Tenant's uncontested evidence was, when she moved into the rental unit, she provided the Landlord \$2,100.00 as the last month rent deposit. The Tenant submits her rent remained \$2,100.00 at the end of her tenancy and she was never credited the interest due to her annually nor given a cheque for this amount.
6. Section 105(6) states the following:

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.

7. Based on the uncontested evidence before the Board, I find the Landlord is in breach of this section of the Act and has illegally retained \$80.48 which represents the interest owed on the Tenant's last month rent deposit for the period August 2022 – April 2024 and this amount is awarded to the Tenant.
8. The Tenant's uncontested evidence was she received a N12 notice of termination from the Landlord on March 31, 2024 indicating the Landlord required the rental unit for his own personal use. An acknowledgement of receipt signed by the parties was submitted to the Board confirming receipt of the cheque for compensation, however, the Tenant testified that four days later, the Landlord cancelled the cheques, after the Tenant surrendered vacant possession of the rental unit.
9. Section 48.1 of the Act requires the landlord to compensate the tenant in an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 48. It is clear from the acknowledgement letter that the N12 was served and so it is unclear why the cheque for \$2,100.00 was cancelled.
10. I find the Landlord illegally retained the compensation that was due and owing to the Tenant when he cancelled the cheque four days after giving it to the Tenant and therefore \$2,100.00 is awarded to the Tenant in full as their rightful compensation.

#### Harassment

11. The Tenant's T2 application alleges harassment on the Landlord's part related to an incident that took place on May 17, 2024 where the Landlord attended the rental unit with a stranger and began to misbehave with the Tenant exhibiting hostile, condescending and aggressive behaviour. A copy of the video recording of this encounter was submitted to the Board in support of this assertion.
12. The Tenant submits the impact of this interaction resulted in her being fearful of the Landlord's intentions and capabilities of what else he could do. While the Landlord indicated he would be inspecting the rental unit, he did not perform any such inspection and instead engaged in harassing, threatening and interfering conduct.

13. Based on the uncontested evidence before Board, including the video recording, I find the Landlord and their guest engaged obstructed, coerced, threatened or interfered with the Tenant during their visit to the rental unit on May 17, 2024.
14. While none of the terms in section 23 are defined in the Act they are generally taken to be a course of conduct that a reasonable person knows or ought to know would be unwelcome. I find that the Landlord and their guest knew or ought to have known that their mannerisms and behaviours at the property on May 17, 2024 inside the Tenant's home would be unwelcomed by the Tenant.
15. I find the Tenant entitled to more than just the fine she requested in her application. However, pursuant to the Divisional Court's decision in *Beauge v. Metcap Living Management Inc.*, [2012] O.J. No. 1052 (Div. Ct.), it is not open to the Board to order an amount in excess of that claimed in an application which has not been amended.

#### Remedies

16. The Tenant seeks that a fine be levied against the Landlord for their conduct.
17. I am satisfied the Landlord has breached the Act in such a manner that warrants the levying of a fine. I say this because the Landlord had counsel's assistance and yet engaged in conduct that was a blatant disregard for the Act and its requirements. I believe a fine is necessary to ensure future compliance with the Act. With respect to the amount of the fine, I find \$1,000.00 to be appropriate.
18. Therefore, I find that the Landlord must pay an administrative fine to the LTB in the amount of \$1,000.00.

#### **It is ordered that:**

1. The total amount the Landlord shall pay the Tenant is \$2,228.48. This amount represents:
  - \$2,100.00 for the compensation owed from the N12 notice of termination;
  - \$80.48 for the interest on the last month rent deposit; and
  - \$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/have the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$1,000.00 by April 19, 2026.

**April 8, 2026**  
**Date Issued**

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Sonia Anwar-Ali  
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.