



Order under Section 31 Residential Tenancies Act, 2006

Citation: Duru v Malanyaon, 2026 ONLTB 23776

Date: 2026-04-15

File Number: LTB-T-005805-25

In the matter of: 673 HANLON RD
Guelph ON N1G2S4

Between: Charles Duru Tenant

And

Aileen Malanyaon Landlords
Syrel Malanyaon

Charles Duru ('CD'), (the 'Tenant') applied for an order determining that Aileen Malanyaon and Syrel Malanyaon ('SM') (the 'Landlords'):

- entered the rental unit illegally (*T2 Application*)
- 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.
- did not give the Tenant a written tenancy agreement
- gave a notice of termination in bad faith (*T5 Application*)

This application was heard concurrently with LTB-T-026083-26, and LTB-T-026104-26, by videoconference on March 17, 2026. The Tenant, Represented by Stacy Makuraza, and the Tenant's witnesses, Juliet Nwosu ('JN') and Maureen Chinonso ('MC'), and the Landlords, Represented by Czarina De Jesus, attended the hearing.

The hearing began at 12:40 p.m. However, the Landlords did not attend the hearing until 3:10p.m. although their Representative was present for the entire hearing.

Determinations:

Preliminary Issues:

Severing File

1. Application LTB-T-005805-25 was originally filed by three different Tenants/Applicants living in the same residential complex: Charles Duru; Juliet Nwosu and Maureen Chinonso.

2. As explained below, I find that the applicants are not joint tenants who are part of a single tenancy but rather tenants in common who each rent their own bedroom and share common facilities.
3. Section 199 of the *Residential Tenancies Act* ('the Act') states that an application may be severed and dealt with as though it were a separate application where two or more applications are combined and the Board believes it would be appropriate to deal with the different matters in the application separately.
4. Because I have determined that the applicants are tenants in common, the remedies are different on each application, as are other relevant dates such as the date of termination of the tenancies, I have severed the Tenants' applications as follows:
 - LTB-T-005805-25, applicant is Charles Duru
 - LTB-T-026083-26, applicant is Juliet Nwosu
 - LTB-T-026104-26, applicant is Maureen Chinoso

Tenants in Common vs Joint Tenants

5. The Landlord's Representative submitted that the parties were tenants in common, not joint tenants.
6. The Tenants state that there was no contemplation of a joint tenancy when the tenancy commenced. CD was told there was a rental unit in the Landlords' home which had three rooms, each to be rented for \$1,100.00 monthly. He already had a roommate where he was currently living, and the two planned to move into the room and split the cost.
7. CD states SM asked if he knew any other individuals who may also be looking to rent out rooms. CD did, and he introduced JN and MC to the Landlord. Each of the Tenants began their tenancies on different dates and terminated their tenancies on different dates, and each paid the Landlord separately for their portion of the rent.
8. There are no signed leases between the parties in the evidence. However, there is at least one copy of an unsigned copy of a lease for MC. It does not have the other two Tenants' names on it.
9. SM testified that the tenancy was not a tenancy in common, rather it was a joint tenancy. She says CD represented all of the Tenants.
10. Although not binding on me, I find useful the following discussion in Order *EAL-92191-20*¹ at pars. 38-40:

¹ 2018 CANLII 153456 (ON LTB)

38. In a tenancy in common, each tenant holds a separate and distinct share of the tenancy. The tenants do not hold separate physical areas of the property; rather, each of them holds a percentage share of the whole property.

39. At common law, the distinguishing feature of a tenancy in common is that the tenants do not hold rights of survivorship. In the context of co-ownership, if a tenant in common dies, their share of the property passes to their estate and is transferred in accordance with the law of inheritance (*Hansen*). Similarly, a co-owner can sell their interest in a property. Consequently, co-owners can potentially find themselves sharing ownership with unexpected third parties.

40. In the RTA context, another important feature of a tenancy in common is that the tenants pay separate rents and are liable only for their own rents. For example, rather than a joint rent of \$1,000.00, two tenants in common might have rents of \$600.00 and \$400.00 respectively. This is consistent with each tenant holding a defined percentage of the tenancy.

11. There is conflicting testimony between SM and CD about whether the tenancy was a joint tenancy versus a tenancy in common. However, given the Tenants' oral testimony, and the unsigned lease in the documentary evidence, I am of the view that this was a tenancy in common (Ex. 1, pg 16). The testimony and evidence support that each party paid their own rent and formed their own rental agreements with the Landlord. Further, each tenancy began and terminated at different times; and the Tenants were served notices of termination separately by the Landlord, specifically an N12 notice of termination.
12. For the purposes of the Act, tenancies in common are treated as separate tenancies.

Dismiss Application

13. The Landlord also posits that the application should be dismissed. However, the Landlord did not provide any legal or factual basis to support this position. For example, there were no submissions that the matters were brought beyond the limitation periods, or that the allegations were not sufficiently set out such that the Landlord could not understand the case to be met.
14. As the Landlord could not point to any basis upon which the application should be dismissed, the Landlord's request was denied.

Application Amendments

15. The parties agree that the Tenants' application should be amended to be the City of Guelph, rather than the City of Hamilton as stated in the application. The style of cause has been updated to reflect this change.

16. CD also sought to amend his application to reduce the remedies sought for rent abatements as there were periods included in the application that were beyond the limitation period.
17. Therefore, the claim of rent abatement has been reduced to \$3,300.00.
18. The Tenants, during the hearing, also sought to amend their application to include the request of a fine against the Landlords in the amount of \$10,000.00 (cumulatively for all three Tenants' applications).
19. For the reasons found below, and after considering parties' submissions, I granted this amendment and amended the application to include a fine for \$2,500.00 for CD's application; \$2,500.00 for MC's application; and \$5,000.00 for JN's application.

Tenants' T2 Application

20. As explained below, CD proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay to CD \$4,950.00 and pay an administrative fine to the Board in the amount of \$2,500.00.

Background

21. By way of background, the rental unit forms part of the property occupied by the Landlords.
22. The three Tenants found each other by way of their mutual backgrounds. Each of the three Tenants shared the common bathroom and kitchen, and the bedrooms and common areas were furnished.
23. The Tenants' rental unit had a separate exterior entrance from the parking area. After entering the exterior door, there is a small vestibule and a set of stairs leading to the Tenants' rental unit. In the vestibule, there is a second door leading to a portion of the Landlords' living space which the Tenants pass by to access their rental unit.
24. Initially, SM stated that the rental rate would not include utilities, and the Tenants agreed to this arrangement. CD's evidence is that he understood that the utilities included things such as water, hydro, and internet access. CD testified that SM told him that the Tenants would have separate utility bills. However, after moving in, CD was given a copy of the utility bills and found them to be exorbitant.
25. The Tenants discussed the matter and decided they would each rather terminate their tenancy than pay, what was in their view, excessively high utility bills. CD communicated to SM that the Tenants would rather leave than pay the high amount for utilities, SM then changed her mind and told the Tenants it would be okay to remain in the rental unit, and that utilities and internet access would remain as it had been.
26. CD testified that the Landlords had provided internet access to the Tenants by providing their password to the Landlords' wi-fi. He was given this information when the tenancy began.

27. Each Tenant testified about their own experiences, but some experiences affected all of the Tenants equally. For the sake of time during the hearing, overlapping testimony was not given by each Tenant. Therefore, some evidence, for example about the lack of water provided by JN, has been considered in this application as well.

28. The Tenant's allegations are that the Landlords:

- Failed to provide the Tenant with a valid lease despite being repeatedly asked to provide one;
- Unlawfully entered the Tenant's rental unit;
- Removed services and withheld vital services; and,
- Harassed the Tenant.

CD's Evidence

29. CD began his tenancy on September 3, 2023. CD paid \$550.00 each month as his portion of the rent for one room, with his roommate also paying \$550.00 directly to the Landlord. At some point, CD's roommate moved out. However, it is not contested that CD continued to pay \$550.00 and did not pay \$1,100.00. It is also uncontested that CD vacated the rental unit on October 20, 2024.

30. CD testified that he requested a written lease on several occasions. CD's testimony was that he had a copy of the lease, but it did not have his name on it and was never amended to reflect his name. Evidence provided shows CD requested a lease on July 1, 2024, and July 2, 2024 (Ex. 1, pg 4). As of the date of termination, CD had never been provided with a copy of the lease which reflected the original terms as agreed on.

31. CD also testified about incidents in which SM and a guest of SM entered the rental unit, without notice. Submitted into evidence was a video which CD says SM sent to him. CD did not recall the exact date but believes this was in October 2024 (Ex.2). None of the Tenants were home when this took place.

32. In the video, an unknown male is looking at a long piece of cardboard which has a white powdery material on it. The male can be heard mentioning he found this on top of the refrigerator and has "no idea what it is." SM can also be heard speaking on the video referencing the top of the fridge, which had some of the spilled white powder on it. The male is then heard saying "...let's throw this in the garbage."

33. CD states that the powdery substance is a food product from his native country. When CD returned to the rental unit that day, the cardboard and food stuff was gone. CD says this food product was expensive, could not be easily replaced, and that SM had no right to take it and throw it away.

34. CD also testified about an incident that took place on July 24, 2024. SM and members of her family entered the rental unit without notice or permission. They began taking everything out of the kitchen. A short clip of the incident, caught on video, was submitted into evidence in which a male and SM are seen grabbing items from the rental unit including what appears to be a coffee maker and a knife block (Ex. 3). SM is shouting:

“Next thing you know, everything is broken here.” CD testified that SM and her family members removed everything from the kitchen including the utensils.

35. Another video submitted was of a male CD identified the individual as SM’s brother “Rocel” entering the rental unit on August 3, 2024. He is seen coming in and looking at the stove. However, the clip is quite short, and CD is not aware of where Rocel went after that. Regardless, CD indicates that the Tenants were unaware of why Rocel would be in the rental unit, nor was any notice of this entry provided.
36. Services were also removed during the tenancy. CD testified that from September 2023, when he moved in, to February 2024, the Tenants had access to the internet. However, CD inquired about the internet password no longer working on February 27, 2024 (Ex. 1, pg 18). On March 9, 2024, CD inquired again about the password being changed, requesting it because he was a student and needed to do assignments (Ex. 1, pg 19). There is no evidence of a response from SM to CD’s questions. CD then obtained internet service for the three Tenants to share (Ex.1, pg. 35).
37. SM is also alleged to have turned the air conditioning off to the Tenants’ area. On July 4, 2024, CD asks SM to please turn the air conditioning back on because it was extremely hot (Ex.1, pg. 20). SM responds that she is not turning the air conditioning back on because she is paying \$1,000.00 a month for hydro implying that she had turned it off to the entire house due to the cost of running it. However, CD states he believes the Landlords were still using their own air conditioning because when he would pass by their doorway in the vestibule, he could feel cool air coming out from underneath.
38. CD testified that the laundry, which had been initially available for the Tenants’ use, was also removed. The Landlords, whether it was by shutting off the hot water or in some other fashion, made it so the Tenants could not do their laundry any longer. This happened in the summer of 2024.
39. CD submits that SM was also harassing him because he had guests. SM would see guests coming to the rental unit by way of a camera system and then tell CD he would have to pay \$50.00 extra for each day CD had a guest (Ex. 1, pg 44).
40. CD also gave evidence about the Landlords repeatedly locking the Tenants out of the rental unit during in 2024. The back exterior door was the Tenants’ access to the rental unit. CD states that the Tenants would leave the rear door open and then hide a key to the rental unit inside. CD states that on multiple occasions, he would come home to find that door locked. CD states that this door was for the Tenants’ use, and the Landlords had no reason to go into the vestibule area. He submits this was done solely to harass the Tenants (Ex. 6).
41. CD explained that the Tenants were given multiple “bogus” notices. For example, he was given a letter by the Landlords dated April 28, 2024 (Ex.1, pg 71), purporting to be an N4. However, it is clear this was simply correspondence which told each of the three Tenants that they had been paying the rent late, the “heater tank” is broken [which the Board understands refers to the hot water heater], the apartment is always dirty, etc. The correspondence tells the Tenants they must move out by April 30, 2024, and if they fail to comply, the Tenants would be responsible for any legal costs incurred by the Landlords.

42. On June 30, 2024, each Tenant received an N12 notice of termination ('N12') (Ex. 1, pgs 85-90). The notice is from both Landlords and indicates the Landlord [although it is unclear which Landlord the notice is referring to] and their child require personal possession of the rental unit. The termination date on the N12 is June 30, 2024.
43. However, CD says the Landlord had no intention of using the rental unit for her personal use. Submitted into evidence are several examples of advertisements, posted by SM, on a website called "Guelph room rentals" (Ex. 1, pgs 91-95). SM responds to several inquiries on March 1, 2024, April 2, April 22, and April 23, 2024. CD submits that there were no available rooms, so it does not accord SM would be advertising rooms for rent.
44. Further, SM's testimony was that she had re-rented the rental units after the tenancy between the parties ended. In my view, this lends credibility to the evidence submitted (see Ex. 1, pgs 91-95) that the Landlords did not intend at any point to occupy the rental units. Rather, the issuance of this notice was done with further intention of harassing the Tenants.
45. CD left the rental unit on October 20, 2024.

JN's Evidence

46. For the sake of clarity, where the evidence of JN and MC relate to the same allegations addressed by CD, I have included them here. However, specific allegations affecting only JN or MC will be found in their respective orders.
47. JN's evidence was that before she moved in, she asked for a copy of the lease (Ex. 1, pg 5). JN states that SM messaged the three Tenants on March 30, 2024, stating the rent would be increased by \$100.00 for each Tenant effective April 1st, 2024, each (Ex.1, pg 6). This \$100.00 per person was to cover the cost of the utilities. JN refused stating she wanted the lease to reflect the terms as they had been since September 2023. SM responded by telling JN to "get out" and that the Tenants are "staying in her property."
48. JN recalled a specific incident on April 4, 2024, in which the Tenants were at home. CD had just come home from work. They were going to discuss the proposed rent increase, but CD wanted to shower first. When he went to take a shower, he found that the water had been shut off. JN took a photo of CD, who is standing outside the Landlords' door in the vestibule, covered in soap, knocking on the door (Ex. 1, pg. 28). JN recalls MC's husband, who was also living in the rental unit with MC, went to the front door to knock on their door, to ask about the water. Although the evidence is hearsay, JN says that MC's husband saw the Landlords sitting in their living room ignoring the Tenants.
49. JN submitted into evidence another incident of the hot water being turned off (Ex. 1, pg 29). It is a text exchange between CD and SM. On April 22, 2024, CD writes saying that the water had been turned off the day before and says to please turn it back on "(Both hot and cold water).....".

51. SM responds stating "So u all guy [sic] broke the heater tank", "U need to pay the person u will fix the heater" (Ex. 1, pg 29). JN says the Tenants did not have access to the hot water tank. JN testified that harassing conduct, like turning the air conditioning and water off, was a common occurrence.
52. On April 21, 2024, SM texted JN saying it was the end of the month and that "...u need to move", and "Ur lease is over, this is my property, im the legal owner of the house. All of u Upstairs are trespassing. Get out!" (Ex.1, pg 55).
53. On April 28, 2024, JN told the Board that SM and her brother broke into her bedroom. That evening she had gone to bed at about 6 p.m. because she was not feeling well. At about 10:15 p.m., while the Tenant was sleeping, she was woken up by her bedroom light being turned on. She found SM and SM's brother standing inside her room. The door had been locked, but they had used a kitchen knife to wiggle the lock open. They handed JN a piece of paper purporting to be an eviction notice. The Board presumes this is the letter dated April 28, 2024 (Ex.1, pg 71). JN says SM told her she wanted everyone to leave, that this was her property.
54. On July 24, 2024, JN says that SM came into the rental unit and took everything even though the rental unit was rented as furnished. SM took everything, even the plates. JN recounts having to go to Wal-Mart that evening to buy plates.
55. On July 26, 2024, SM again entered the rental unit without providing notice. JN says she had been unsafe in the rental unit because of the number of unlawful entries and because of the break-in to her bedroom in April. It was 7:20 a.m. and she was lying in bed. JN thought she heard a noise, so she began to video. When she opened her bedroom door, SM was standing in the rental unit. SM again tells JN that JN is in "her property." (Ex. 9)
56. There is a break in the timeline on the video, however, it begins again a minute or two later. The parties are now in the Tenants' bathroom. JN says to SM: "...you come into this house in our absence." SM responds: "Yes, you have no right. You are not paying anything rent. You broke everything....".
57. JN left the rental unit on August 4, 2024.

MC's Evidence

58. MC moved into the rental unit on September 6, 2023. It is not contested that she left the rental unit on July 15, 2024. It is also uncontested that MC was paying \$1,100.00 each month for rent.
59. MC's evidence echoes that of DC and JN regarding the lease. She too requested a lease that reflected the terms the parties had initially agreed to, but SM said that the original agreement had ended, and she had changed some of the terms and increased the rent (Ex. 1, pg. 8).
60. MC also testified about the air conditioning having been turned off (Ex. 1, pg 31). MC also stated that if the Tenants said something she did not like, she would retaliate by turning off the heat and water. MC said it was a "regular occurrence." MC testified that at one point, the Tenants had no water from April 21 to May 1, 2024.

61. MC testified she went to police, who encouraged the Tenants to follow-up with bylaw enforcement officials, although it is unclear to me whether that is what precipitated the water being turned back on. MC says SM would often ignore her messages asking for a response to turning the water back on.
62. MC testified about an incident which happened on March 22, 2024. MC clarified that the reason the Tenants left the back door open was because they were only ever given one key. As a result, they would share the key by leaving it hidden inside the vestibule. However, when MC came home on March 22, 2024, she was locked out. It was very cold, and she had to stand shivering in the cold for 15 minutes before the door was unlocked.
63. MC left the rental unit on July 14, 2024.

SM's Evidence

64. SM testified that she "gave them everything." She explained she had even given the Tenants food and had even invited them to join her and her family for meals.
65. SM testified that on July 26, 2024, she believed that JN had already moved out, which is why she entered the rental unit that day. SM said that she had given notice to CD of the entries, and that CD had agreed to her attendance in the rental unit.
66. SM also complained of extensive damage she believes the Tenants caused. For example, she says they broke the vanity sink and toilet, and that water was dripping. The kitchen cabinetry was damaged, as was the kitchen countertop. She says it cost her \$32,000.00 to repair the damage she alleges was caused by the Tenants. However, she agreed that she had not filed an application with the Board to seek redress for the alleged damages, nor provide any documentary evidence, such as receipts, to support this claim.
67. As for the N12 notice, she says she could not occupy the rental unit, because it was so badly damaged.
68. In cross-examination, SM denies failing to provide the Tenants with a copy of their respective leases, saying they were given copies in September. However, SM agreed she told CD that he would have to pay extra because he had guests, stating he had always had guests and was not paying the rent.
69. SM further stated, in cross-examination, that she always gave notice of entry. She would text CD in advance to tell him about her attendance. When questioned whether she had threatened JN with immigration reprisal on July 14, 2024, SM responded that she had become emotional because JN had thrown the lease "...in her face" and stated that the video did not show the full extent of the interaction. SM also denied that she was aware that the air conditioning had not been working.

The Law

70. Section 21 of the Act states that a landlord shall not at any time withhold the reasonable supply of any vital service. "Vital services" are defined in s.2(1) of the Act as "hot or cold water, fuel, electricity, gas or, during the part of each year prescribed by the regulations, heat".
71. Section 22 states that a landlord shall not at any time substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes.
72. Section 23 states that a landlord shall not harass, obstruct, coerce, threaten or interfere with a Tenant.
73. There is no definition of "harassment" under the Act but generally speaking, harassment is usually considered to be a course of conduct that a reasonable person knows or ought to know would be unwelcome. Section 22 of the Act contains both a subjective and objective element. The interference must be substantial; that is a subjective element as not every tenant will be equally adversely impacted by various kinds of behaviour complained of. The objective element arises from the phrase "reasonable enjoyment" meaning the Board must ask itself whether or not the reasonable person would consider the behaviour to be unreasonable.

Analysis

74. Based on the evidence, I am satisfied that the CD has proven the allegations contained in the application on a balance of probabilities. There is ample evidence to support that the Landlords, and in particular SM, wanted these Tenants to leave and was prepared to do everything in her power to harass them until they acquiesced.

Substantial interference and harassment

75. In my view, the evidence demonstrates that initially the terms of the agreement were that the Tenants were to pay for the utilities. However, the Landlord subsequently demanded that the Tenants pay for the utilities. When the Tenants realized the costs of the utilities, the Tenants refused to agree to pay for them and told the Landlords they would just leave instead. SM then backs down, agreeing to allow the Tenants to remain in the rental unit, but not charge them for utilities.
76. It is after this point, in roughly April 2024, that the Landlords started taking matters into their own hands and commenced a campaign of harassment and substantial interference. The water was periodically turned off, and SM tells the Tenants if they do not like it, they can leave. When that did not result in the Tenants leaving the rental unit, the Landlords applied additional pressure such as turning the air conditioning off, removing laundry privileges, locking the exterior door, and removing the furnishings intended to be supplied with the tenancy.

78. I also find that the SM, or her agents, entered the common areas of the rental unit on April 4, April 28, July 14, 24, July 26, August 3, and in October 2024. As I have found this was a tenancy in common, I am not persuaded that the Landlords necessarily needed to give notice of entry to common areas of the rental unit. However, even where a landlord does not need to provide notice of entry to attend a common area of a rental unit, a landlord must still have reasonable reasons to be in the common areas and must not interfere or harass the tenants while in the common areas.
79. I am not persuaded that SM acted reasonably when entering the common areas of the rental unit. For example, frequently she did not knock, even though there was a closed and locked door between her area and the Tenants' area which. Further, SM did not attend these areas for legitimate purposes, such as to clean or perform repairs. Rather, she took these opportunities to raise her voice making accusations against the Tenants, take furnishings out of the unit, and dispose of CD's belongings.
80. I do not accept SM's evidence that she provided notice to CD in advance of attending the rental unit because SM's evidence lacked credibility. For example, SM in cross-examination, said she entered the rental unit, but only did so with CD's knowledge and permission. However, this is not borne out by the evidence. SM admits, in the July 14, 2024, video that she enters the rental unit without the Tenants' knowledge (Ex. 8).
81. Further, there were multiple allegations, substantiated by video evidence and oral testimony, that SM and her family members attended the Tenants' rental unit without giving notice of entry or for any reason which might be considered reasonable such as an emergency. Rather, the video evidence seems to suggest that some of the entries were precipitated solely on going through the Tenants' personal belongings or for unknown reasons.
82. I do find there is some truth to SM's submissions that CD had acted as the go-between the three Tenants and SM on some occasions. This was evidenced by the discussions about the utility bills, for example. However, I do not find that this is akin to having given notice of entry as SM asserts.
83. Given the definition of the term "harassment" set out above, there is clear evidence of harassment of all three Tenants. In my view, a reasonable landlord knows, or ought to know, that entering the common areas without a legitimate reason would be unwelcome. There was no reasonable reason for SM, her brother, or other family members, to be walking around in the portion of the Tenants' rental unit area behind a locked door. I also note that none of the Tenants' evidence on this point was challenged in cross-examination.
84. Although I agree with the Tenants' submissions that the Landlord failed to provide written lease agreements as required under s.12(1) of the Act, CD could have exercised the remedy found in s.12(4) of the Act. Section 12(4) of the Act states that where a tenancy agreement has not been provided within 21 days, a tenant's obligation to pay rent is suspended. Since CD could have exercised this right at any point throughout the tenancy, but did not do so, it seems contrary to then be permitted to allege substantial interference because the Landlords failed to provide a copy of a lease.

86. I also find that the Landlords served the N12 notices as an attempt to harass the Tenants. In my view, it was inconsistent for SM to be advertising the rental units as recently as April 22, 2024, but then give the Tenants N12 notices dated April 30, 2024. Further, the Tenants' evidence was not challenged in cross-examination.
87. I also do not accept the Landlord's claim that that the Landlords could not move into the rental unit in accordance with the N12 Notice because the Tenants caused \$32,000.00 worth of damage to the rental unit. There was no corroboratory documentary evidence the Board might expect in these circumstances, such as invoices or photographs, to support SM's allegations. I acknowledge the Tenants did cause some damage which was seen in the October 20, 2024, video (Ex. 10). Specifically, the kitchen countertop appears to have a burn mark, and some cabinets had some water damage. However, I note there were no photos in evidence of the rental unit before the tenancy began make comparisons.
88. I am also not persuaded that the rental unit was so "badly damaged" that the Landlord could not move into the rental unit as she states. The video evidence demonstrates that the rental unit was in a habitable condition and does not support SM's testimony that it required \$32,000.00 of repairs.
89. Further, I am not persuaded that SM was unaware that the air conditioning was not working. Again, this is not borne out by the evidence in which CD tells her the air conditioning was not on (Ex. 1, pg 20).
90. When I consider the totality of the evidence before me, I am satisfied that the Landlords substantially interfered with CD's reasonable enjoyment of the rental unit for all usual purposes, and harassed CD by removing goods and services, and entering the rental unit without appropriate reason, and destroying CD's personal items.

Withholding Vital Services

91. I further find that the Landlords withheld vital services, that being water and hot water, on April 4, and April 21 to May 1, 2024. MC's uncontested evidence was that there was no water at all in the rental unit between April 21 to May 1, 2024.
92. There is evidence that suggests SM was aware there was no water (Ex. 1, pg 29). However, SM blames the Tenants and suggests that they are responsible for this and that they are responsible to pay for the repairs. This is contrary to s. 20(1) of the Act which states that a landlord is responsible for maintaining the rental unit in a state which is fit for habitation.
93. Regardless, I am not persuaded that the hot water tank did not work. Given SM's repeated statements that the Tenants have "no rights" and that this is "her property", I find on a balance of probabilities that Landlord intentionally shut off the supply of water an attempt to apply pressure to these Tenants into leaving the rental unit.
94. Given the totality of the evidence, I am satisfied that the Tenants met their burden of proof to demonstrate that the Landlords withheld vital services in an attempt to further harass the Tenants.

Remedies

95. The Tenant claims a 50% rent abatement, general compensation, rent differential for 12 months, and the termination of their respective tenancies.
96. Although the guidance in *Offredi v. 751768 Ontario Ltd.*, 1994 CanLII 11006 (ON SCDC) pertains to a lack of maintenance which constituted substantial interference with the tenants' reasonable enjoyment, I find the Divisional Court's guidance useful regardless.

[15] It is well recognized in the authorities that there is no neat formula for determining an appropriate amount by way of abatement. In other words slide rule precision is not possible. (...) The ultimate objective is to set an amount that is fair in all the circumstances.

97. An abatement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be getting 100% of what you are paying for and if a tenant is not receiving the full value of what they are paying for, then they should be entitled to abatement equal to the difference in value.
98. When I consider the length of time over which the Tenant was harassed, the severity of the harassment, and the circumstances surrounding the harassment, I find that a 50% abatement is appropriate in the circumstances.
99. CD requests a 50% abatement for the period between January 2024 and October 2024. He paid \$550.00 per month in rent. I calculate this amount to be \$2,750.00. (\$550.00x10/2)
100. The Divisional Court in *Mejia v. Cargini*, [2007 CanLII 2801 \(ON SCDC\)](#), affirms that the Board may award damages under the "any other order" remedy clauses in the Act. General damages are intended to address intangible claims such as pain and suffering. In *Mejia*, the Divisional Court awarded \$4,000.00 general damages for interference with reasonable enjoyment.
101. Given the ongoing nature of the harassment, and the degree and nature of the Landlords' breaches, I am of the view that CD should be awarded \$1,000.00 as claimed.
102. CD also claims rent differential of \$7,800.00.
103. For the following reasons, I am not of the view that the Tenant is entitled to full value of the rent differential claimed. CD's evidence was that the room cost \$1,100.00 per month; however, he had been splitting this cost with another individual. Thus, his rent was \$550.00 per month. He also indicates that he did not resume paying \$1,100.00 after his roommate left.
104. However, I do not find that because CD's roommate left, this then entitled CD to continue to pay only his portion. The rate CD paid was incumbent on there being two tenants. CD's testimony demonstrates he knew the rent was \$1,100.00 per month for two people.
105. In my view, it would be inappropriate to then award the difference between \$550.00 and \$1,200.00. Rather, I find that CD is entitled to \$100.00 per month for a period of 12 months totalling \$1,200.00.

106. The total the Landlords must pay the Tenant is \$4,950.00.
107. I note that CD requested rent abatement for months in 2023. However, I note that his application was filed in January 2025. Abatement for months in 2023 are beyond the one-year limitation period found in s.29(2) of the Act. Thus, the claimed rent abatement for 2023 is not included in my calculations.
108. I am also persuaded that it is appropriate to terminate the tenancy in accordance with the CD's request. Given the totality of the breaches, and the degree and nature of the breaches, I find that the tenancy was untenable and find that it was appropriate for CD to terminate the tenancy in the circumstances.
109. Therefore, CD's tenancy shall terminate effective October 20, 2024.

Administrative Fine

110. The Tenant requests an amendment to their application to seek an administrative fine against the Landlord. Although the request was not made in advance of the hearing, I do not find it unfair to consider the Tenant's request to amend his application. I say this because the Landlords were in attendance, represented, and were able to make submissions both to the fairness and quantum of the requested fine. I also do not find that the Landlords would have prepared for the hearing any differently if they had the benefit of advance knowledge that a fine was requested. Adjourning the matter so the Tenant's application could be amended would be inconsistent with an expeditious proceeding. I am also satisfied that the amendment is appropriate in the circumstances considering the degree and nature of the allegations before me.
111. Given all of the circumstances, I am satisfied that the Landlords are not significantly prejudiced by the amendment, and that granting the amendment is consistent with a fair and expeditious proceeding.
112. While it is not binding upon me, the Board's Guideline 16 outlines relevant considerations in determining the appropriateness of an administrative fine:

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. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligations.

114. Subsection 29(1) of the Act identifies the specific areas where an administrative fine may be levied including:
- withheld the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfered with the reasonable supply of any vital service, care service or food;
 - substantially interfered with the reasonable enjoyment of the rental unit or residential complex for all usual purposes by the tenant or a member of their household;
 - harassed, obstructed, coerced, threatened or interfered with the tenant during the tenant's occupancy of the rental unit;
 - altered the locking system on a door giving entry to the rental unit or the residential complex or caused the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys; or
 - illegally entered the rental unit.
115. The Tenant submits that the Landlord's behaviour during the tenancy and during the hearing reflects multiple instances of egregious behaviour and a blatant disregard for the Act which warrants an administrative fine to act as a deterrent.
116. SM submits that the quantum of the proposed fine of \$2,500.00 is too high, and that she cannot afford a fine of this amount. The Board inquired about the Landlords' financial situation. SM states that there are actually four owners of the rental property, consisting of her and other family members who each contribute about \$2,000.00 each towards the monthly mortgage payments. SM admitted she had new tenants but states they had only been there for about three months and were leaving.
117. I am not persuaded that the fine is too great for the Landlords to pay. I say this because they have had the benefit of additional rental income, and the mortgage, when split four ways, is reasonable. Further, the individuals living in the home all appear to be adults.
118. When I consider the Landlords' behaviour during the tenancy, I am satisfied that an administrative fine is warranted. The Landlord repeatedly entered the Tenants' rental unit without an appropriate reason, including breaking into one of the Tenant's rooms while she slept. SM showed a total lack of regard for the Tenants' privacy, safety, or comfort. SM turned off the Tenants' hot water supply for days on end while there was newborn baby living in the unit; disposed of their personal belongings; and repeatedly locked the exterior door on them. SM was verbally abusive and showed a complete and utter disregard towards the Tenants, believing it was "her property" and she could do whatever she pleased.
119. Further, SM took almost no accountability during the hearing for her behaviour and instead tried to shift the blame to the Tenants. Specifically, SM insisted CD had given her approval to enter the rental unit, although there was no evidence to support this assertion. SM also did not answer questions in a direct manner. For example, when asked whether the lock to the exterior door could be locked from the inside without a key, SM kept repeating she did not have a key rather than answer the question.

120. Given the numerous incidents of egregious behaviour by the Landlord, I am not persuaded that the rent abatement awarded to the Tenant will provide sufficient deterrence in the future, particularly since SM took little to no responsibility for her behaviour.
121. Given all of the above, I am of the view that an appropriate administrative fine is \$2,500.00 for CD's application. However, in consideration of the financial concerns expressed by SM, I have extended the timeframe for which the payment is due.

Tenants' T5 Application

122. For the following reasons, the Tenants' T5 application is dismissed.
123. Subsection 57(1)(a) of the Act requires the Tenant to prove each of the following on a balance of probabilities:
- The Landlord gave the Tenant an N12 notice of termination under section 48 of the Act;
 - The Tenant vacated the rental unit as a result of the N12 notice of termination;
 - No person referred to in subsection 48(1) of the Act occupied the rental unit within a reasonable time after the Tenant vacated; and
 - The Landlord served the N12 notice of termination in bad faith
124. For the reasons found above, I find that the Tenant left the rental unit because of the ongoing harassment at the hands of the Landlords and their agents. Each of the Tenants testified that they left because of the Landlords' behaviour. Therefore, I do not find that the Tenant vacated as the rental unit as a result of the N12 notice of termination served by the Landlord on April 30, 2024.
125. The Tenants raised additional allegations of harassment including blocking the Tenants' parking, failing to provide rent receipts, guests of SM yelling obscenities at CD, and the Tenants suspect, although this is unproven, that SM administered a noxious substance to the Tenants. Although these may have formed part of the overall pattern of harassment, I have not considered these in my deliberations, because they were not contained in the Tenants' application.
126. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The tenancy terminated on October 20, 2024, the date in which the Tenant left the rental unit.
2. The total amount the Landlord shall pay to the Tenant is \$4,966.00. This amount represents:
 - \$2,750.00 for rent abatement;
 - \$1,000.00 for general compensation;
 - \$1,200.00 for rent differential; and,

- \$16.00 for the cost of filing the application (1/3 of the application fee)
3. The Landlords shall pay the Tenant the full amount owing by April 26, 2026.
 4. The Landlords shall also pay to the Landlord and Tenant Board an administrative fine in the amount of \$2,500.00 on or before May 31, 2026.
 5. If the Landlords do not pay the Tenant the full amount owing by May 31, 2026, the Landlords will owe interest. This will be simple interest calculated from at 4.00% annually on the balance outstanding.
 6. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 15, 2026

Date Issued

Jane Dean

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.

The administrative fine can only be paid by money order, bank draft or certified cheque, payable to the "Minister of Finance". This can be mailed/couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations. Note, Service Ontario cannot accept cash, debit, or credit card payments.