



Order under Section 31 Residential Tenancies Act, 2006

Citation: Humphreys v Bhullar, 2026 ONLTB 24891

Date: 2026-04-13

File Number: LTB-T-015340-26

In the matter of: Basement, 1118 Edinburgh Drive
Woodstock ON N4T0M2

Between: Daniel Humphreys Tenant

And

Sandeep Bhullar Landlord
Gagandeep Singh

Daniel Humphreys (the 'Tenant') applied for an order determining that Sandeep Bhullar (collectively, the 'Landlord'):

- withheld or interfered with their vital services.

This application was heard by videoconference on March 20, 2026.

Gagandeep Singh on behalf of the Landlord, and the Tenant attended the hearing.

Determinations:

1. The application is amended to correct the Tenant's name, add Gagandeep Singh as a Landlord-respondent, and to include the remedies set out below. Parties did not object to these amendments.
2. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay a fine of \$1,000 to the LTB and the amount the Tenant owes the Landlord is reduced by \$5,000.

Tenant's evidence

3. The Tenant testified that the parties have a long history before the LTB.
4. Hydro was disconnected. Water was disconnected. They were reconnected shortly before the hearing.

5. The Tenant had no heat and not gas all winter. He had to get car batteries to run everything in his home. He plans to vacate the rental unit by April 1st. The tenancy was terminated by order LTB-L-001965-26. The Tenant's set-aside motion was heard and denied. The stay of the eviction order was lifted effective April 1, 2026.
6. He suffered for approximately 8 months without supply of vital services. He had to spend time at friends' and relatives' places. He showered outside of the rental unit. He had to carry water in buckets.
7. The Landlord did not cross-examine the Tenant.

Landlord's evidence

8. The Landlord testified that he is getting everything lined up to have vital services restored. He provided no specific dates, no detail, and no corroborating evidence.
9. The upper-level tenants vacated the rental unit and stopped paying for utilities. After the upstairs tenants moved out and stopped paying utilities, the Landlord had no money to get utilities back into their names. The Landlord didn't take any steps to have utilities disconnected. The Landlord did not provide any corroborating evidence that they couldn't afford to pay utility bills.
10. The Landlord has received no rent from the Tenant for 2 years. Utilities were disconnected in August 2025, after being automatically switched into the Landlord's name. The Landlord did not testify that the Tenant was responsible for utilities.
11. Water is now back on. Electricity should be restored soon. The unit is being inspected.
12. An inspector attended at the property to conduct an electrical inspection. Heat will be restored after electrical issues are addressed.
13. On cross-examination the Landlord admitted that he doesn't actually know whether an ESA inspection was conducted. He relied on the Tenant to inform him. He admitted that he was only assuming that electricity would be restored and had no specific knowledge that it would be.

Analysis, findings and remedies

14. There was no dispute that the Landlord was responsible for utilities and that they were disconnected for non-payment.
15. I find that it is more likely than not that the Landlord breached s. 21(1) of *the Residential Tenancies Act, 2006* (the 'Act'): 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, withhold 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 interfere with the reasonable supply of any vital service, care service or food.
16. Under s. 21(2): For the purposes of subsection (1), a landlord shall be deemed to have withheld the reasonable supply of a vital service, care service or food **if the landlord is**

obligated to pay another person for the vital service, care service or food, the landlord fails to pay the required amount and, as a result of the non-payment, the other person withholds the reasonable supply of the vital service, care service or food. [emphasis added]

17. I find that the Tenant is entitled to a 50% abatement of rent for 8 months for the serious loss of enjoyment he experienced between August 2025 and March 2026 for the total of \$5,000.00.
18. The Tenant didn't actually pay rent during this period of time, and I will therefore not order the Landlord to make a payment to the Landlord. The total amount of rent owing is not a subject matter of this application and is addressed in LTB-L-001965-26. The rent abatement shall simply reduce the amount owing.
19. I also find it appropriate to order the Landlord to pay a fine of \$1,000.00 to the LTB.
20. Section 207(1) of the Act establishes that the Board has authority to award payment to any given person, of up to \$50,000.00. This amount is independent of any award to the Tenant: The Board may, where it otherwise has the jurisdiction, order the payment to any given person of an amount of money up to the greater of \$10,000 and the monetary jurisdiction of the Small Claims Court.
21. Section 31(1)(d) of the Act provide that a Tenant may request that the Landlord pay a fine of up to \$50,000.00 the current jurisdiction of the Small Claims Court.
22. 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.
23. I should therefore consider the nature and severity of the breach, the effect of the breach on the Tenant, and any other relevant factors, such the conduct of the Landlord. Detering misconduct and encouraging compliance is an over-riding factor.
24. The Tenant's uncontroverted evidence was that he was very seriously impacted by the Landlord's actions.
25. The Landlord showed a complete disregard for their obligations under the Act when it comes to provision of vital services. They allowed all vital services to be disconnected for many months including cold winter months. They showed no diligence in taking care of any of the issues – they may have scheduled an appointment for an electrical inspection shortly before the hearing, but had no idea if the inspection even took place. I find that a fine is necessary to deter misconduct and to encourage compliance by this and similar landlords who may decide that it is appropriate to let vital services get disconnected for

non-payment when a tenant does not pay rent. I will not impose a higher fine at this time, but this Landlord and similar landlord should be aware that a higher fine may well be imposed in similar circumstances.

26. No ongoing remedies are ordered as the Tenant didn't request any, the Tenant advised the Board that he intends to move out by April 1, 2026, and the Board already terminated this tenancy by order LTB-L-001965-26-EX and LTB-L-001965-26-SA which lifted the stay of the *ex-parte* order effective April 1, 2026.

It is ordered that:

1. The Tenant is entitled to a rent abatement of \$5,000. This amount will reduce the amount the Tenant owes the Landlord.
2. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$1,000.00 by April 21, 2026.

April 13, 2026
Date Issued

Vladimir Nikitin
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.