



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-094541-24

In the matter of: 9, 21 DENISON RD E
YORK ON M9N 1B6

Between: Pablo Newallo Tenant

and

Helina Prescod Landlord

Pablo Newallo (the 'Tenant') applied for an order determining that Helina Prescod (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.

This application was heard by videoconference on March 25, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant seeks refund of half his rent, the cost of buying window coverings and other ancillary relief because the Landlord's conduct substantially interfered with his reasonable enjoyment of the rental unit and also harasses, coerces, obstructs, etc. The Tenant's pleadings are not clear and lack detail but the Landlord seemed aware of their substance. At the hearing, the parties joined issue on the following allegations:
 - (1) The Landlord persisted in claiming parking charges despite a written agreement that parking would be free.
 - (2) The Landlord falsely accused the Tenant of illegally growing cannabis.
 - (3) The Landlord falsely accused the Tenant of being the source of a rodent infestation.
 - (4) The Landlord falsely accused the Tenant of installing a washing machine and dryer contrary to the tenancy agreement.
 - (5) The Landlord sent police to the Tenant's place of worship.

- (6) The Landlord searches the Tenant's household waste and falsely accuses him of not sorting it correctly.
 - (7) The Landlord invades the Tenant's privacy by sorting his waste.
 - (8) The Landlord peers through the Tenant's windows.
 - (9) The Landlord monitors the Tenant's movements and members of his household using the surveillance cameras installed in the residential complex.
 - (10) The Landlord gave an N1 notice of rent increase that had mistakes.
 - (11) The Landlord invited the Tenant to attend her church.
 - (12) The Landlord is slow to respond to maintenance requests.
2. The essence of the Tenant's complaint as revealed in the pleadings is that the landlord Precious Properties Inc. agreed in writing to give him an additional parking spot for free when his wife joined him in the rental unit but later resiled from that agreement and attempted to collect an extra charge for it. Precious Properties Inc. made two abortive attempts to terminate the tenancy on that basis, once by attempting to collect it on an improperly pleaded N5 notice of termination and again improperly claiming it as rent on a N4 notice of termination. The Tenant says this conduct is harassing and I agree. A reasonable landlord knows, or at least ought to know, that claiming a debt that does not exist would be unwelcome and bothersome to a tenant. I find the Tenant has proven this claim on a balance of probabilities because the Landlord does not deny it. At the hearing, the Landlord explained that Precious Properties Inc. was not bound by the agreement to give free parking and justified her attempts to resile from the agreement. First, the Landlord said she agreed believing the Tenant was impecunious. She later learned that he was not and feels she was coerced into the agreement by false pretences. Second, the Landlord explained that she signed the parking agreement under duress, because it was the Tenant who prepared the paperwork and presented it for signature at an inopportune moment. She was too busy to read the papers carefully and just signed them to be rid of him. These two contradictory justifications lack credibility but even if they were accepted, they would be insufficient grounds for resiling from the agreement. The Landlord will be ordered to stop demanding additional parking charges.
 3. The Tenant understood that claims relating to conduct that occurred more than one year before the application was filed must be dismissed as disclosing no reasonable cause of action because they are barred by the one-year limitation period contained in subsection 29(2) of the Act. Of those that remain, some were withdrawn at the hearing and the remainder are trivial.
 4. The claims that aren't statute-barred were not proven on a balance of probabilities. I find they must be dismissed because the Tenant presented insufficient credible evidence to substantiate them, and even if proven, they are trivial and not breaches of the Act in the circumstances described.
 5. Furthermore, the remedies the Tenant claims against this respondent are not available under the Act. In his pleadings, the Tenant describes the respondent as "property

manager assistant". In previous litigation at the LTB that forms the substance of the Tenant's complaint, the landlord is identified as Precious Properties Inc. and this respondent is identified as the landlord's agent. This is consistent with the evidence presented at the hearing that shows the Helina Prescod is not a "landlord" within the meaning of subsection 2(1) because she is neither the owner of the rental unit nor a person who is entitled to possession of it nor a person who permits occupancy. The tenancy agreement is with Precious Properties Inc. who is the owner of the residential unit and the true landlord. This respondent is a property manager of the Landlord. Section 31 limits monetary relief against a superintendent or agent to out-of-pocket expenses incurred.

6. The Tenant's claim for buying coverings for his window are not proven on a balance of probabilities. He says he needs them to prevent the Landlord from peering through his window although he gave no evidence of that ever happening. I prefer the evidence of the Landlord that she has not, and could not, peer through the windows of this second-floor unit.

It is ordered that:

1. The Landlord shall stop demanding or attempting to collect additional parking charges.

April 20, 2026
Date Issued

Nersi Makki
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.