



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-102110-24

In the matter of: UPPER LEVEL, 9748 MCLAUGHLIN RD
NORTH
BRAMPTON ON L6X0T8

Between: CHRISTINE TASHEKA Allen Tenant
KEMAR BARRETT

And

ANDREA TAYLOR Landlord

CHRISTINE TASHEKA Allen and KEMAR BARRETT (the 'Tenant') applied for an order determining that ANDREA TAYLOR (the 'Landlord'):

- failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (T6 Application)
- gave a notice of termination in bad faith. (T5 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. (T2 Application)

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

The Landlord, the Landlord's Legal Representative, Ali Golabgir, and the Tenant attended the hearing.

Preliminary Issues:

Tenant's claims limited to events between December 12, 2023, and January 28, 2024.

1. In the Tenant's T2 application, the Tenant alleges that the Landlord substantially interfered with her reasonable enjoyment of the rental unit, harassed, obstructed, coerced, threatened, or otherwise interfered with her, and illegally entered the rental unit. The application contains allegations from December 6, 2022, to March 18, 2024.
2. Section 20 of the *Residential Tenancies Act, 2006* (the 'Act') provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit or the residential

complex for all usual purposes by a tenant or members of the tenant's household. Section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.

3. Section 29 of the Act governs tenant applications, including applications for substantial interference and lack of maintenance. Subsection 29(2) of the Act states that no application can be made under this provision more than one year after the day the alleged conduct giving rise to the application occurred. In *Toronto Community Housing Corp. v. Vlahovich*, [2010] O.J. No. 1463, (Vlahovich) the Divisional Court held that a remedy cannot go back further than the one-year limitation period in subsection 29(2). In other words, a remedy cannot go back further than one year before the application was filed.
4. The Tenant vacated the rental unit on January 28, 2024, and the application was filed on December 12, 2024. As there was no landlord and tenant relationship after January 28, 2024, only allegations concerning events that occurred on or after December 12, 2023, and before January 28, 2024, fall within the Board's jurisdiction.

Amendment of the applications:

5. At the outset of the hearing, the Landlord's Legal Representative raised a preliminary issue and submitted that the Tenant's amendment in July 2025 was outside the Board's jurisdiction because any new claims were raised more than one year after the Tenant vacated the rental unit.
6. That preliminary issue is denied. The Tenant's original application already raised events within the relevant period between December 12, 2023, and January 28, 2024. The July 2025 amendment provided additional particulars only and did not introduce new allegations outside the limitation period.
7. The Landlord's Legal Representative also confirmed that the Landlord received the amendment in 2025. As there is no prejudice to the Landlord, I find it appropriate to proceed on the basis of the amendment.

Determinations:

T5 Application:

8. This T5 application was filed on December 12, 2024, under section 57(1) of the *Residential Tenancies Act, 2006* ("Act") which establishes a three-part test. In order to be successful with the T5 application, the Tenant must establish all three of the requirements of subsection 57(1)(a) on a balance of probabilities:
 - First, that the Landlord gave a Notice of Termination under section 48 or 49 of the Act (the N12 notice) and the notice was given in bad faith.
 - Secondly, that the Tenant vacated the rental unit as a result of the N12 notice or Board order based on the N12 notice.
 - Thirdly, that the person named in the N12 notice did not move into the rental unit within a reasonable time after the Tenant vacated.

9. Section 48 of the Act allows a landlord to serve a notice of termination if the landlord requires a rental unit for their own residential occupation or occupation by a family member while section 49 allows a landlord to serve a notice of termination if the landlord has entered into an agreement of purchase and sale and the purchaser requires a rental unit for their own residential occupation or occupation by a family member.
10. At the hearing, the Tenant testified that the Landlord gave her a letter on June 19, 2023, requesting that she vacate the rental unit by August 31, 2023, because the Landlord wished to sell the rental property. The Tenant filed a copy of that letter. The letter stated that the Landlord intended to list the house for sale from June 23, 2023, to July 7, 2023. The Tenant further testified that the Landlord attempted to sell the house after sending that letter but was not successful before the Tenant moved out on January 28, 2024. The Tenant acknowledged that the Landlord did not serve any notice under section 48 or section 49 of the Act requiring vacant possession for the Landlord's own use or for a purchaser's own use.
11. I therefore cannot find that the Landlord gave the Tenant a notice of termination under section 48 or section 49 of the Act. The June 19, 2023, letter did not request that the Tenant vacate for the Landlord's own residential occupation or for a purchaser's own use. The only reason stated in the letter was the Landlord's intention to sell the rental property. Accordingly, I find that the Tenant has not proven the first requirement of subsection 57(1)(a), and the T5 application must be dismissed.

T2 Application:

12. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in this application. Therefore, the Tenant's T2 application is dismissed.
13. The T2 application is based on the January 10, 2024, broker contact, the January 23 to 24, 2024 notice of entry incident, and the January 24, 2024, allegation that the Landlord told others at church that the Tenant's daughter had been raped.
14. Sections 22 and 23 of the Act prohibit substantial interference and harassment by a landlord. The burden remains on the Tenant to prove the conduct alleged.
15. With respect to January 10, 2024, the Tenant's own evidence was that she received a phone call from a person who identified himself as a broker and that, after the Landlord confirmed his identity, she allowed him to view the property. On this evidence, I am not satisfied that this incident amounted to harassment or substantial interference. At most, the evidence establishes an initial communication from a broker before the Tenant was fully comfortable with his identity. Once the identity of the broker was confirmed, the showing proceeded. Viewed objectively, this incident does not rise to the level required by section 22 or section 23 of the Act.
16. With respect to January 23 and 24, 2024, the Tenant's position was that the notice of entry was invalid because the time was incorrect and the notice did not identify who would be attending with the Landlord. Even accepting that the notice may have been imperfect, I am not satisfied that the Tenant proved substantial interference or harassment. The Landlord attended on January 24, 2024, but the Tenant did not permit entry. There were no actual entry and no resulting invasion of privacy proven on the evidence before me. I am

therefore not satisfied that this single disputed notice and attendance, without more, establishes a breach of section 22 or section 23.

17. The remaining T2 issue is the January 24, 2024, allegation that the Landlord told others at church that the Tenant's daughter had been raped. I am not satisfied that the Tenant proved this allegation with sufficiently reliable evidence. The Tenant's evidence on this point was based primarily on a text message from a friend reporting what someone else had allegedly said. That evidence is hearsay. The Landlord gave direct evidence that acknowledged a conversation but provided a different version and said the comment was taken out of context. On the record before me, I am not satisfied that the January 24, 2024, message is sufficiently reliable to support a finding that the Landlord harassed the Tenant or substantially interfered with the Tenant within the meaning of sections 22 or 23.
18. I am also not satisfied that the Tenant proved that the Landlord's conduct forced her to move out. I can only consider the events relevant to the T2 application from December 12, 2023, to January 28, 2024. On the evidence before me, I do not find that the Landlord's conduct during that period substantially interfered with the Tenant's reasonable enjoyment of the rental unit such that it necessitated the Tenant's move.
19. Therefore, I find that the Tenant did not prove the T2 application.

T6 Application:

20. The T6 application is based on the absence of a partition between the upper level and the basement area and on the allegation that the basement exterior door was broken, which the Tenant says created insecurity and loss of sleep. I am not satisfied that the Tenant proved a breach of section 20 of the Act.
21. Section 20 requires the Landlord to maintain the rental unit and residential complex in a good state of repair and fit for habitation and to comply with applicable standards.
22. First, I am not satisfied that the Tenant proved that the basement exterior door was broken in the manner alleged. The Landlord's evidence was that the basement door was always locked, had additional security in the form of a piece of wood behind it, and was connected to a monitored alarm system and basement motion detection. The Tenant disputed this but did not file sufficiently persuasive evidence establishing that the door was broken and unsecured throughout the relevant period. On the whole of the evidence, I am not satisfied that the Tenant proved that the Landlord failed to maintain the basement exterior door in a good state of repair within the meaning of section 20.
23. Second, I am not satisfied that the Landlord had a maintenance obligation under section 20 to install a new partition where none existed as part of the original layout of the unit. The Tenant's evidence was that the Landlord discussed the possibility of installing a partition and took measurements, but no partition was ever installed. On this record, I am not satisfied that the absence of a partition, standing alone, establishes a repair or maintenance breach under section 20. At most, the evidence shows discussions about a possible alteration to the layout. It does not establish that the Landlord failed to maintain an existing feature of the unit in a good state of repair.

24. The Tenant's concern about safety was genuine. However, the evidence also shows that during the later material period time there was no basement tenant. That significantly reduces the factual basis for the alleged continuing impact. Even if I were to find a breach of section 20, in light of *Vlahovich* the relevant remedy period would be limited to December 12, 2023, to January 28, 2024. I accept that the situation caused the Tenant worry, but after the basement tenant moved out, the impact proven during the material period was minor and minimal and does not justify any rent abatement.

25. Therefore, I find that the Tenant did not prove the T6 application.

The Tenant's witnesses:

26. At the hearing, the Tenant sought to call two additional witnesses. One was a former tenant from before 2022, and the other was a new tenant who moved in after the Tenant vacated. I declined to hear from those witnesses. I was not satisfied that their evidence was necessary to determine the issues in the present applications. The former tenant's evidence related to events outside the relevant time period and would not assist in determining the Landlord's obligations to this Tenant during the period covered by the applications. The proposed evidence from the later tenant related to events after the Tenant had moved out and was also not necessary to determine the issues before me. I therefore found that neither witness was necessary for a fair determination of the applications.

27. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

28. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant's T5 application is dismissed.
2. The Tenant's T2 Application is dismissed.
3. The Tenant's T6 Application is dismissed.

April 17, 2026
Date Issued

Joy Xiao
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.