



Order under Section 31 Residential Tenancies Act, 2006

Citation: Robinson v Valiant Group of Companies, 2026 ONLTB 22841

Date: 2026-04-20

File Number: LTB-T-102162-24

In the matter of: 709, 701 PARKHILL ROAD WEST
PETERBOROUGH ON K9J6N8

Between: Randy R Robinson Tenant

And

Valiant Group of Companies Landlord

Randy R Robinson (the 'Tenant') applied for an order determining that Valiant Group of Companies (the 'Landlord'):

- Collected or retained money Illegally (the 'T1 Application');
- Substantially interfered with the reasonable enjoyment of the rental unit or residential complete 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 or care services and meals in a care home (the 'T2 Application'); and
- 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 (the 'T6 Application').

This application was heard by videoconference on February 10, 2026.

As of 10:43 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the Board. There is no record of a request to reschedule the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. In or about December 2023, the current Landlord took ownership of the residential complex. This application is primarily about the allegation that since the current Landlord took over the building it has attempted to impose new terms and conditions for the tenancy on the Tenant without his consent. But it is also about interest the Tenant alleges is owing on his last month's rent deposit, a lack of heat, and disrepair to his toilet.

2. For the reasons that follow, the Tenant's application is granted in part and denied in part. The Landlord is ordered to pay the Tenant \$6,360.10 for abatements of the rent and general compensation: and to cease and desist demanding the Tenant sign a new lease or impose charges or obligations not authorized by the tenancy agreement or by the Act.

The T1 Application

3. The Tenant's T1 application alleges that the Landlord failed to pay interest owing on the Tenant's last month's rent deposit. The amount of interest claimed is \$28.15.
4. The Tenant entered into an agreement for a fixed term of one-year for the period of October 1, 2015, to September 30, 2016. The Tenant says he paid first and last month's rent ('LMR') of \$900.00, but the lease agreement entered into evidence indicates the rent and the LMR required were \$990.00.
5. After the expiration date of the lease, the tenancy was renewed on a month-to-month basis.
6. According to the Tenant, the rent increased annually by the guideline amount. On October 1, 2024, the lawful monthly rent increased to \$1,154.15.
7. I have done the math, and if the rent was originally \$990.00 as set out in the tenancy agreement and increased each year by the guideline amount starting 2016, then in 2024 the lawful rent would have risen to \$1,154.15, which is the current amount being charged.
8. In reverse chronological order the math looks like this:

2024 2.5 $1126.00 \times 1.025 = 1154.15$

2023 2.5 $1098.54 \times 1.025 = 1126.00$

2022 1.2 $1085.52 \times 1.012 = 1098.54$

2021 0 $1085.52 \times 1.0 = 1085.52$

2020 2.2 $1062.16 \times 1.022 = 1085.52$

2019 1.8 $1043.38 \times 1.018 = 1062.16$

2018 1.8 $1024.94 \times 1.018 = 1043.38$

2017 1.5 $1009.80 \times 1.015 = 1024.94$

2016 2.0 $\$990 \times 1.02 = 1009.80$

9. Therefore, it seems more likely than not to me that the Tenant's initial monthly rent was \$990.00 as set out in the lease agreement and not the \$900.00 claimed by the Tenant.
10. Subsections 106(6) and (7) of the Act say:

(6) 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) The landlord may deduct from the amount payable under subsection (6) the amount, if any, by which the maximum amount of the rent deposit permitted under subsection (2) exceeds the amount of the rent deposit paid by the tenant and the deducted amount shall be deemed to form part of the rent deposit paid by the tenant.

11. What this means is that when interest becomes payable, if the landlord has increased the rent that year by the guideline amount, the landlord is entitled to add the interest to the LMR instead of paying it out to the tenant. If a landlord takes the guideline increase every year the landlord has no obligation to pay interest to a tenant. Instead, it gets added to the LMR so when the tenancy ends the LMR will match the rent due for the last month of the tenancy.
12. Essentially what the Tenant says is that the current Landlord informed him that the LMR deposit it was holding needed to be topped up by \$28.15 to match the new rent amount that came into effect October 1, 2024, and the Tenant was required to pay that amount to the Landlord which he did. But if the deposit was then equal to the new monthly rent, the interest that accrued October 1, 2024 of \$28.15 should have been paid out to the Tenant.
13. The only problem with the Tenant's position is that I do not know if the Tenant's original deposit was \$990.00, the same as the amount of rent first charged; or whether it was \$900.00 as the Tenant claims.
14. Pursuant to s.106(3) if the lawful rent increases after the tenant pays a last month's rent deposit the landlord may require the tenant to top up the deposit to match the new rent. If the Tenant paid a deposit of \$900.00 initially and never topped it up, then the Landlord was entitled to apply any interest owing to the deposit and ask the Tenant to make up the shortfall.
15. Given that the Tenant says he paid an initial deposit of \$900.00 and not \$990.00, I cannot say that any interest is actually owing on the deposit. If the Tenant paid a deposit of \$900.00 and the Landlord added the interest to the deposit each year then the Tenant's deposit effective October 1, 2024, would stand at \$1,049.24 and the Landlord was entitled to ask for a top up to the deposit of \$104.91.
16. As a result of all of the above, I am unable to conclude that it is more likely than not that the Landlord failed to pay any interest to the Tenant that is owing on the last month's rent deposit. As a result, the T1 part of the Tenant's application must be dismissed.

The T2 Application

17. The Tenant's T2 Application alleges breaches of ss. 22 and 23 with respect to multiple demands the new Landlord has made on the Tenants with respect to signing a new lease and agreeing to new terms of the tenancy. It also alleges that the Landlord breached

section 21 of the Act by withholding heat or deliberately interfering with the supply of heat for the period September 15, 2024 to October 9, 2024.

Lease Demands

18. The Tenant testified that since the Landlord assumed control of the building in December 2023 or early January 2024, both he and his daughter have been subjected to ongoing harassment and threats, which have substantially interfered with their reasonable enjoyment of the rental unit.
19. The Tenant says that the superintendent continuously demanded that the Tenant sign a new lease with the Landlord and that the superintendent implied that any repair work would be refused or delayed until a lease was signed.
20. One example of this occurred on May 6, 2024. The Tenant put in a work order to fix the toilet in his rental unit. When the superintendent attended the rental unit on May 7, 2024, he told the Tenant his instructions were to refuse to do any repair work in the Tenant's unit until a new lease was signed. Following this incident the Tenant called the police.

Demanding New Terms of the Tenancy

21. An example of the Landlord attempting to impose terms on the Tenant that the Tenant did not consent to and are not included in his tenancy agreement is with respect to air conditioning. The Tenant's lease does not require the Tenant to pay a charge for air conditioning. After the Tenant moved in, he routinely used his air conditioner and was not charged for doing so. But when the landlord changed in 2023, the new Landlord created leases which require tenants to pay \$100.00 for the air conditioning season if they use an air conditioner. When asked to pay the charge the Tenant refused to pay it.
22. On September 5, 2024, the Tenant was served with a notice of termination for non-payment of the rent in Form N4 alleging the Tenant was in arrears of rent of \$100.00. However, the charge of \$100.00 was added to his account by the Landlord as money owed for air conditioning. It does not appear the Landlord filed an application with the Board seeking this fee.
23. The Landlord brought an L2 application (in Board file LTB-L-024597-25) seeking eviction of the Tenant. That application was based on an N5 alleging that the Tenant's lease requires him to have tenant's insurance and the Tenant's failure to do so substantially interfered with a lawful right, privilege, or interest of the Landlord's. The Landlord has given the Tenant four notices demanding he provide the Landlord with proof of insurance of a minimum of \$1,000,000.00 liability and \$50,000.00 content insurance. I can find no clause in the Tenant's lease that requires him to have tenant's insurance.
24. The Landlord's eviction application based on the Tenant's lack of insurance was withdrawn on September 7, 2025.
25. Despite the fact the Landlord withdrew the application the Tenant was then served with numerous notices that he had an outstanding amount of \$186.00 on his account for L1 and L2 application fees. Some of the notices delivered to the Tenant had the word "Sheriff" on them. (See for example DOC 7008790 at pgs. 16 – 25.)

26. The Tenant says that the notices and demands made by the Landlord described above made the Tenant and his daughter fearful that they would be evicted. They feel unsafe, stressed and constantly worried about living in their rental unit, making it very difficult to carry out their lives in peace.

27. Section 22 of the Act states:

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 substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

28. Section 23 of the Act states:

A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

29. On the basis of the evidence presented, I find that the Landlord engaged in harassment and substantially interfered with the Tenant's reasonable enjoyment of the rental unit by demanding proof of insurance the Tenant is not required to have, improperly adding an air conditioning charge to the Tenant's account, serving an N4 notice based on those charges, serving frivolous N5 notices with respect to the insurance issue, initiating a frivolous eviction application with the Board based on the false allegation the Tenant is required to have tenant's insurance, issuing multiple payment demands for an application fee related to a matter that was withdrawn and not ordered by the Board, and requesting that the Tenant sign a new lease containing revised terms.

30. The landlord knew or ought to have known the behaviour described above was unlawful, outside the parameters of the Residential Tenancy Act, and would be most unwelcome to the Tenant.

31. As a result, I am satisfied that the Landlord breached sections 22 and 23 of the Act.

32. The Tenant's T2 application seeks:

1. Abatements of the rent totalling \$5,567.90;
2. A cease and desist order;
3. Damages for pain and suffering in the amount of \$5,000.00; and
4. An administrative fine of \$500.00.

33. I find that an abatement of 30% would be reasonable in the circumstances. The harassment was by its nature ongoing and in my view caused real disruption to the Tenant's ability to enjoy their tenancy free from harassing conduct by the Landlord.

34. On the evidence before me, I find that the harassing behaviour from the Landlord commenced when the Landlord charged the Tenant \$100.00 for the air conditioning fee and sent demand letters. This then continued with the N4 and N5 Notices being served.

35. The Tenant is entitled to a 30% abatement for the period of May 1, 2024 to September 30, 2024, and for the period January 1, 2025 to October 31, 2025, a total of 15 months. I calculate the abatement as follows:
- For the period May 1, 2024 to September 30, 2024: $30\% \times \$1,126.00/\text{month} \times 5 \text{ months} = \$1,689.00$;
 - For the period January 1, 2025 to September 30, 2025: $30\% \times \$1,154.15/\text{month} \times 9 \text{ months} = \$3,116.20$; and
 - For the period October 1, 2025 to October 31, 2025: $30\% \times \$1,183.00 = \354.90 ;
 - For a total of \$5,160.10.
36. Given the amount of the abatement, I do not believe that an administrative fine is required as the abatement itself serves as an adequate general and specific deterrent.
37. With respect to the request for damages for pain and suffering, I accept that having to be under constant threat of eviction has had a significant emotional impact on the Tenant and his daughter.
38. Given the impact on the Tenant, the abatement already awarded, and my knowledge of like similar cases, I find it appropriate to award the Tenant general compensation for pain and suffering in the amount of \$1,000.00.
39. With respect to the request for a cease and desist order, an order shall issue ordering the Landlord to refrain from demanding the Tenant sign a new lease or impose charges or obligations not authorized by the tenancy agreement or by the Act.

Vital Services – the Heat

40. Pursuant to s. 21(1) of 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.

41. As can be seen from the wording of this provision, it is not about disrepair that results in a loss of a vital service. Rather it is about a landlord deliberately doing something like turning off the heat, or otherwise wilfully interfering with it or withholding it.
42. Although I have no doubt the Tenant's unit suffered from a lack of heat as he claims for the period September 15, 2024 to October 9, 2024, there is nothing in the record to suggest the Landlord did anything to deliberately interfere with it or was intentionally withholding it. As a result, the lack of heat the Tenant experienced is just as likely to have been a disrepair issue.
43. With respect to disrepair, the case law indicates that the simple existence of disrepair is not sufficient to support a finding that a landlord is in breach of s. 20(1) of the Act.

Disrepair is an expected event that occurs in most if not all tenancies. The obligation on the Landlord is to respond to the disrepair in a timely and effective manner.

44. The Tenant led no evidence that he complained to the Landlord of a lack of heat during the relevant period. As it is not clear to me from the Tenant's evidence that the Landlord was even aware of the lack of heat in the Tenant's unit, I am not satisfied the Landlord breached s. 20(1) of the Act by failing to respond in a timely and effective manner to the problem.

45. As a result, this part of the Tenant's application must be denied.

The T6 Application

46. A T6 Application is based on the rights and obligations found in s. 20(1) of the Act, which states:

(1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

The Toilet

47. The Tenant put in a work order to fix the toilet in his rental until on May 6, 2024 because it was not flushing properly. The superintendent refused to fix the toilet and told the Tenant he would need to pay for the repair. A week later, the Tenant borrowed a snake from a neighbour and fixed the problem himself.

48. Clearly, the refusal to address the problem with the Tenant's toilet constitutes a breach of s. 20(1). It cannot be said the Landlord responded to the Tenant's complaint in a timely or effective manner.

49. Given the nature of the problem, the fact the Tenant was able to fix it, and the limited time in which it impacted the Tenant, it seems to me that a reasonable abatement of the rent for the disrepair to the toilet would be a lump sum of \$200.00.

The Leaking Shower Head

50. Although the Tenant led evidence about his leaking shower head, it is not a claim that he makes in his application. Therefore, the Board has no jurisdiction to address it.

51. This order contains all of the reasons for my order within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay to the Tenant is \$6,360.10. This amount represents:

- a rent abatement in the amount of \$5,160.10 for harassment and substantial interference;

- general compensation of \$1,000.00 for pain and suffering; and
 - a rent abatement of \$200.00 for the Landlord's failure to attend in a timely and effective manner to the disrepair to the Tenant's toilet.
2. The Landlord shall pay to the Tenant the full amount owing by May 2, 2025.
 3. If the Landlord does not pay the Tenant the full amount owing by May 2, 2026, the Landlord will owe interest. This will be simple interest calculated from May 3, 2026, at 4.00% annually on the balance outstanding.
 4. If the Landlord does not pay the Tenant the full amount owing by May 2, 2026, the Tenant may recover this amount by deducting it from the rent due for the period commencing June 1, 2026, and continuing until the full amount has been paid.
 5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
 6. The Landlord must cease and desist demanding the Tenant sign a new lease; and imposing charges or obligations on the Tenant that are not authorized by the tenancy agreement or by the Act.

April 20, 2026
Date Issued

Rosemarie Ortiz
Member, Landlord and Tenant Board

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