



Order under Section 31 Residential Tenancies Act, 2006

Citation: Park v Maruntselu, 2025 ONLTB 2164

Date: 2025-04-20

File Number: LTB-T-031612-22

In the matter of: 104, 70 ERSKINE AVE
TORONTO ON M4P1Y2

Tenant

Between: Ji hyeon Park

And

Landlords

Raluca Maruntselu

Ji hyeon Park (the 'Tenant') applied for an order determining that Raluca Maruntselu (the 'Landlord'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex in which it is located for all usual purposes 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 December 23, 2024 and February 24, 2026.

The Tenant's Legal Representative, Grace Lee Yun, the Tenant, the Landlord's Legal Representative, Demetrios Maragos, the selling Landlord, Raluca Maruntselu, the Landlords' Legal Representative, Marian Lippa, the purchasing Landlords, Michael Robert Levine and Andrea Elizabeth Swinton attended the hearing.

Preliminary Issues:

1. On December 23, 2024, it was discovered that the Tenant failed to include the current Landlords, Michael Robert Levins and Andrea Elizabeth Swinton to the original T2 application. I ordered that the current Landlords be added as Landlords and be served with the T2 application and any and all necessary documentation of the parties.
2. The Tenant moved into the rental unit on December 20, 2019 and moved out of the rental unit on August 31, 2022. From the commencement of the tenancy, the rent was \$3,000.00 per month until the rental unit was sold on January 26, 2022. The Tenant terminated her tenancy on August 31, 2022.
3. The Tenant's Landlord for the period from December 20, 2019 until January 25, 2022 was Raluca Maruntselu. The Tenant's Landlords for the period from January 26, 2022 until August 31, 2022 were Michael Robert Levine and Andrea Elizabeth Swinton.

4. Based on the Tenant's amendment to her T2 application, it became clear that there are no allegations as against Michael Robert Levins and Andrea Elizabeth Swinton. As such, I heard final submissions on behalf of the selling Landlord, Raluca Maruntsela and final submissions on behalf of the Tenant.
5. This order relates to the Tenant's allegations as against the Landlord, Raluca Maruntsela which include substantial interference and harassment and as such, this order involves only these two parties. The capitalized "Landlord" in this order refers only to Raluca Maruntsela.

Determinations:

6. The Tenant's Application alleges that the Landlord has entered the unit illegally, the Landlord has substantially interfered with the Tenant's reasonable enjoyment of the rental unit and harassed, threatened or interfered with the Tenant. As explained below, the Tenant proved some of the allegations involving the harassment contained in the application on a balance of probabilities. However, the Tenant did not prove any illegal entries by the Landlord on a balance of probabilities. Therefore, the Landlord must pay an abatement of \$2,548.00.

Tenant's Testimony

7. The Tenant confirmed that she moved into the rental unit on December 20, 2019 and that she vacated the rental unit on August 31, 2022 after receiving an N12 notice of termination from the purchaser.
8. The Tenant testified that she was an international student and because she had no employment, it would be very difficult for her to find other accommodations for herself and her son. She confirmed that the Landlord advised her that she was selling the condo but the Landlord told her that she would only sell it to another investor so that the Tenant could continue residing in the unit.
9. The Tenant explained that because she was expecting to be able to remain in the condo, she agreed to showings of the unit without 24 hour notice and she agreed to allow the Landlord to stage the house for the real estate pictures. She stated that on October 7, 2021, the Landlord's realtor attended at her door at 9:30 p.m. wanting to show her unit. She stated that the realtor was not happy that the condo was dirty and she asked him to leave. A text message dated October 8, 2021 confirms this. She also stated that the staging process was very awkward for her as many of her items were put away and other items/furniture were put in their place.
10. The Tenant stated that many times the Landlord blamed her for things that were wrong with the condo and she did not cause those things. There was an area in her bathroom where the paint was coming off and the Landlord blamed the Tenant for that and wanted the Tenant to pay to fix it. A text message dated October 4, 2021 was sent to the Tenant requesting payment for the "damage that she caused." She also said that she was blamed because an outside light was not on during a showing. The Tenant provided text

messages between the Landlord and Tenant from September 8, 2021 through February 8, 2022 and these were added as an exhibit.

11. The Tenant stated that the Landlord met with her on November 11, 2021 as she said that she needed to discuss some items with the Tenant. The Tenant was told by the Landlord that she would provide her with the rental receipts that she had been requesting. A video dated November 11, 2021 was provided of the meeting. During the meeting, the Landlord attempted to get the Tenant to sign an N11 Termination Agreement and the Tenant refused to sign the document. The Landlord stated that she had to sign the form because she has to sell the condo. The Landlord questioned "how familiar are you with Canadian law?" She further stated that "you are playing games with me and you are being disrespectful to me for my age. What kind of example are you giving to your son?"
12. The Tenant stated that the Landlord tried to increase the rent illegally on December 17, 2021 when she told her to pay the rent plus a 1.2% increase. The Tenant stated that she had not received a notice of increase from the Landlord and she advised the Landlord about that rule. She stated that the Landlord stated "No government anywhere including Canada would accept people like you." This message was included in the text messages.
13. The Tenant stated that she had been asking the Landlord how to pay the rent after the condo sells and the Landlord told her to drop a cheque off at the superintendent's office. After the Tenant learned that the superintendent would not hold onto the cheque for the new owner, she asked the Landlord again how she should pay her rent. The Landlord texted the Tenant on December 21, 2021 and stated, "Hell this condo was sold in October. The new owner moves in, you must go out, you will be evicted by the court you will be taken to court and I will also take you to civil court for "pain, suffering and emotional distress: and I will ask for maximum compensation plus that will be in your personal records because you've been in courts..."
14. The Tenant then stated that the Landlord refused to receive rent by email or personal cheque and the Landlord told her that she would only accept a bank draft or a certified cheque. This occurred in late December, after the Tenant had been asking the Landlord previously about how to pay the rent. Those messages are set out in the text messages between the parties on December 27, 2021. The Tenant explained that when she moved into the rental unit, she was required to pay a full year's rent in advance and she was required to do this for her second year lease too.
15. The Tenant stated that she requested rent receipts from the Landlord for several months but did not receive the receipts. She told the Landlord that she required them for her tax return and the Landlord told her that she was wrong and that she did not need the receipts. The Tenant did not receive the receipts from the Landlord.

Landlord's Testimony

16. The Landlord testified that she did not promise the Tenant that she would sell the rental unit to an investor. The Landlord testified that she had to sell the unit because her husband was terminally ill. Regarding the paint issue, she stated that her husband had not

told her anything about defective paint in the bathroom and that she paid \$300.00 -\$400.00 to have the area in the bathroom fixed.

17. The Landlord stated that the Tenant agreed to allow the staging of the condo and it really was no bother to the Tenant.
18. The Landlord stated that she did give the Tenant a Notice of Increase but that the Tenant must have lost the form. The Landlord decided to not increase the rent because the Tenant was so upset.
19. The Landlord stated that she gave rent receipts to the Tenant on January 22, 2022 for all of the months that the Tenant rented from her.
20. The Landlord stated that her condo was shown four times and it was sold in 9 days.
21. The Landlord also stated that because of the Tenant's actions, she had to reduce the price of her condo by \$50,000.00. She stated that the purchasers wanted to move right into the condo and the Tenant refused to leave which caused her to suffer a lot of financial damages.

Remedies

22. The Tenant is seeking \$1,200.00 for the alleged illegal entries on September 9, 2021 and October 7, 2021.
23. The Tenant was seeking a rent differential in her original application but it does not appear in her amended application.
24. The Tenant is seeking \$8,900.00 for the allegations of substantial interference and harassment. Based on the Tenant's amended application, these are the numbers that I have calculated after removing duplicate claims.
25. The Tenant is seeking moving and storage expenses.

Illegal Entry

26. The pertinent section of the Act that informs the Tenant's claims regarding entry without notice is section 26 whereby different scenarios are set out.
27. The Tenant alleged that the Landlord or her agent entered her unit illegally twice, once on September 9, 2021 and once on October 7, 2021. On September 9, 2021, the Tenant alleged that the Landlord and her friend attended her home without providing a full 24 hours' notice. In the text messages between the Landlord and the Tenant set out in the Tenant's Documents (DOC-3952490), the Landlord provided notice at approximately 4 p.m. on September 8, 2024 and attended at the rental unit at 12:30 p.m. the Tenant testified that she allowed the Landlord and her friend into the unit and thus provided consent.

28. On the October 7, 2021 date, the realtor, Luigi attended at the rental unit and apparently the Tenant did not receive confirmation of this attendance. Luigi testified that he spoke with the Tenant briefly and did not enter the rental unit as the Tenant was upset and the Realtor left the apartment within minutes. The Landlord's Agent did not enter the apartment.
29. The Tenant allowed entry to the Landlord and her friend and she denied entry to the realtor. As such, I find that the Landlord and/or the Landlord's Agent did not enter the rental unit illegally.

Substantial Interference and Harassment

30. The Tenant's T2 application alleges that the Landlord interfered with her reasonable enjoyment of the rental unit.
31. The pertinent section of the Act that informs the Tenant's claims on the T2 Application is section 22:

22. 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.

32. The Tenant's T2 Application also alleges that the Landlord harassed her. The pertinent section of the Act that informs the Tenant's claims on the T2 Application is section 23:

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

33. 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 most unwelcome. [See for example, *Toronto Community Housing Corporation v. Pac*, 2021 CanLII 146690(ON LTB)]

34. The Landlord did not dispute any interpretations of her text messages and she did not provide any submissions regarding her actions on the video.

35. The Landlord has no obligation under the Act to sell the unit to any specific type of person. Although this comment does not amount to substantial interference on its own, the comment must also be considered within the broader context of the parties' relationship and communications at the time.

36. I am not satisfied that the Landlord substantially interfered with the Tenant. The Tenant's evidence was clear that she was attempting to assist the Landlord by allowing frequent viewings, without 24 hour notices and allowing the staging of the rental unit. The Tenant agreed to the staging of the unit at the time and when she complained about it to the Landlord, the staging was removed.

37. I am satisfied on a balance of probabilities that the Landlord harassed the Tenant. The Landlord's messages to the Tenant were discriminatory and degrading and this behaviour continued until the condo was sold. The video that formed part of the evidence displayed the Landlord bullying the Tenant and suggesting to the Tenant that she did not understand Canadian law. The Landlord attempted to force the Tenant to sign the N11 form which the Tenant did not have to sign. The Landlord attacked the Tenant's character by accusing the Tenant of playing games and disrespecting her and saying "what kind of an example was she setting for her son" while her son sat next to her.
38. When the Tenant stood up for her rights to not have to pay an illegal increase in rent, the Landlord replied with "no government anywhere including Canada would accept people like you."
39. When the Tenant asked the Landlord how and to who she had to pay her rent to, the Landlord insisted that she pay by money order or certified cheque. The Landlord refused to allow her to pay her rent by cheque or e-transfer so again the Tenant requested clarification on where to send her rent. The Landlord responded with her rant that the condo was sold in October, the Tenant would be evicted by the court and the Landlord herself would be taking the Tenant to civil court for pain, suffering and emotional distress. The Landlord reminded the Tenant that her name would be in the courts for everyone to see.
40. I find that the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant and this harassment occurred throughout the dates mentioned above. Further, the Landlord's discriminatory statements to the Tenant constituted vexatious conduct that she knew or ought to have known to be hurtful and contrary to human rights' legislation.
41. 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. The Tenant was made to feel as if she did not belong in the rental unit and was fearful of being evicted.
42. I am awarding \$2,500.00 to the Tenant for the harassment and threatening behaviour that she received from the Landlord. Based on the length of time that this harassment occurred and the specific actions taken by the Landlord, I believe that this amount represents a fair award for the Tenant.
43. The Tenant's claim for moving and storage expenses will not be granted as this Tenant moved out after the Landlord had stopped owning the rental unit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,548.00. This amount represents:
 - \$2,500.00 for a rent abatement; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 1, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by May 1, 2026, the Landlord will owe interest. This will be simple interest calculated from May 2, 2026 at 5.00% annually on the balance outstanding.

April 20, 2026
Date Issued

Carrie Bertrand
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.