



**Order under Section 21.2 of the  
Statutory Powers Procedure Act  
and the Residential Tenancies Act, 2006**

**Citation:** Hussein v Ramnarain, 2026 ONLTB 32405

**Date:** 2026-04-23

**File Number:** LTB-T-006808-24-RV

**In the matter of:** Basement, 36 Hidden Ridge Crescent  
Hannon ON L0R1P0

**Between:** Ashraf Hussein  
Fathma Al-Harazi  
Tenants

**And**

Shannon Ramnarain  
Gayadat (a.k.a. Vinny) Ramnarain  
Seemati (a.k.a. Seema) Ramnarain  
Sabrina Ramnarain  
Landlords

**Review Order**

Ashraf Hussein and Fathma Al-Harazi (the 'Tenants') applied for an order determining that Shannon Ramnarain, Gayadat (a.k.a. Vinny) Ramnarain, Seemati (a.k.a. Seema) Ramnarain and Sabrina Ramnarain (the 'Landlords'):

- 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.

The application was resolved by order LTB-T-006808-24 issued on October 2, 2025.

On November 3, 2025, the Tenants requested a review of the order.

The review request was heard by videoconference on February 12, 2026.

The Landlords and the Tenants attended the hearing.

## Determinations:

### Request to Review

1. At the hearing, I granted the Tenants request for review in part as I am satisfied that a portion of the order issued on October 2, 2025, contains a serious error.
2. I say this because the Board's record is clear that, as part of their amended T2 application, the Tenants included the additional remedies (hereinafter referred to as "general compensation"). However, for some reason, the hearing Member determined that the Tenants had failed to request these remedies and then refused to hear this portion of the Tenants' application.
3. In particular, at paragraph 28 of order LTB-T-006808-24 issued on October 2, 2025, the Member says,

The monetary remedy of \$35,000.00 for pain and suffering **is also not claimed as a remedy in the application**. There is a brief mention of a monetary penalty of \$30,000.00 in the reasons section of the application, but I am not satisfied this is a clear claim for a general compensation remedy. The remedy section mentions a fine for the landlord to the LTB, and the \$30,000.00 "monetary penalty" could easily be this as well. **As such, any monetary orders will be limited to those clearly claimed in the application**, which is the rent abatement in the amount of \$1,695.00.<sup>1</sup> [Emphases added]

4. The Member makes this finding after she has granted the Tenants' request to amend their application. Specifically, paragraph 3 of the order issued on October 2, 2025, says,

I am satisfied that all parties had notice of the requested amendments and all parties were present and prepared to proceed on the amended application. As such, the **hearing proceeded on the application as amended** on December 9, 2024.<sup>2</sup> [Emphasis added]

5. The Tenants' amended application clearly requests general compensation and the are detailed on page 17 and 18 of the amended application. It is unclear why the Member refused to hear this portion of the Tenants' amended application even though she granted the Tenants' amendment request and the hearing proceeded based on the contents of that amended application.
6. Based on the Member's determinations, it appears that she simply overlooked the Tenants' request for general compensation as there is no rational connection between the details included in the Tenants' amended application and the Member's findings that the Tenants failed to request general compensation. This mistake of fact constitutes a serious error and, pursuant to the principles outlined in Guideline 8 of the Board's *Interpretation Guidelines*, the Tenants' request for review must be granted.

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<sup>1</sup> Order LTB-T-006808-24 issued October 2, 2025; paragraph 28

<sup>2</sup> Order LTB-T-006808-24 issued October 2, 2025; paragraph 3

7. However, I am not satisfied that there is a serious error in the remainder of the order issued on October 2, 2025, or in the remainder of the hearing proceeding. As the serious error is confined to the Member's omission of the Tenants' request for general compensation, the request for review is only granted in part.
8. At the review hearing, I granted the Tenants' review request in part and I proceeded to hear submissions related only to the Tenants' request for general compensation as described in the amended application. I did not re-hear the merits of the Tenants' entire T2 application. In assessing whether the Tenants should be awarded general compensation, I am guided by the findings in the order issued on October 2, 2025, as well as the oral submissions from the parties at the review hearing.

### The Requested Remedies

9. First, there is a discrepancy in the total amount of general compensation that the Tenants are requesting. Page 17 of the amended application says, "I request **\$30,000** in compensation for the collective harm caused by the landlord's actions..."<sup>3</sup>. [Emphasis added] However, page 18 of the amended application says, "Total Compensation Requested **\$35,000** for pain and suffering caused by the landlord's actions..."<sup>4</sup> [Emphasis added]
10. The amended application contains the following breakdown of the general compensation the Tenants are requesting:
  - Harassment and Emotional Distress = \$15,000.00
  - Disruption to Vital Services = \$5,000.00
  - Internet Interference = \$5,000.00
  - General Interference with Enjoyment of Unit = \$5,000.00
11. These amounts total \$30,000.00 for general compensation. Based on the calculations contained in the Tenants' own amended application, I am satisfied that they are requesting \$30,000.00 for general compensation. I confirmed this amount at the review hearing and heard submissions from the parties regarding the Tenants' request for \$30,000.00.
12. The Tenants' application is about various ongoing issues and disputes with the Landlords. According to the order issued on October 2, 2025, two of the Landlords (Shannon and Sabrina) were going through a divorce<sup>5</sup> during the tenancy and "the Tenants have been caught in the middle of" this "personal dispute between the Landlords".<sup>6</sup> The Member finds that the Landlords harassed the Tenants and substantially interfered with their reasonable enjoyment by:
  - interfering with their ability to park in the driveway in the winter<sup>7</sup>;

<sup>3</sup> Tenants' amended application, DOC-4665932, page 17

<sup>4</sup> Tenants' amended application, DOC-4665932, page 18

<sup>5</sup> Order LTB-T-006808-24 issued October 2, 2025, paragraph 7

<sup>6</sup> Order LTB-T-006808-24 issued October 2, 2025, paragraph 21

<sup>7</sup> Order LTB-T-006808-24 issued October 2, 2025, paragraph 20

- yelling, screaming, and using vulgar or derogatory language<sup>8</sup>;
- cutting off the electricity to the rental unit until the Landlords transferred the Tenants' payments to each other<sup>9</sup>; and
- turning off the internet to the rental unit<sup>10</sup>

13. The Member found that "most incidents took place" between June 2024 to November 2024.<sup>11</sup>
14. The Tenants are seeking \$30,000.00 in general compensation to recognize the overall stress, emotional strain, and practical work consequences that occurred as a result of the Landlords actions.
15. In particular, the Tenants say that they felt unsafe, stressed and hopeless due to the Landlords' harassing behaviour. Their work and study times were negatively impacted when the Landlords cut off the internet. This is because one of the Tenants was studying to become a dentist and the other Tenant works exclusively from home. Reliable internet is crucial to both of these endeavours and the Tenants say the internet interruptions caused the one Tenant to miss an exam and caused the second Tenant to be warned by her employer. Finally, the Tenants say that the parking dispute caused them confusion and stress.
16. At the review hearing, the Landlords did not deny harassing the Tenants or substantially interfering with their reasonable enjoyment. Instead, they say the amount of general compensation the Tenants are requesting is not justified because there were only a few incidents over the course of six months. The Landlords say that the abatement awarded in the order issued on October 2, 2025, is sufficient to compensate the Tenants for the conduct described in the application.
17. The problem with the Landlords' position is that it is legally incorrect. The order issued on October 2, 2025, awards the Tenants a rent abatement of 10% for the period of June 2024 to November 2024. However, an abatement does not recognize any of the intangible emotional impact of the Landlords' actions. Instead, an abatement recognises the idea that a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for then they are entitled to abatement proportional to the difference between what is being paid for and what is being received. Abatement is a practical remedy that is designed to compensate a tenant for the percentage of the rental unit they were not permitted to reasonably enjoy as a result of the Landlords' harassment or substantial interference.
18. This means that it is incorrect for the Landlords to say that the abatement awarded to the Tenants sufficiently compensates them for the emotional toll the Landlords' behaviour has caused them; that is not the purpose of a rent abatement.

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<sup>8</sup> Order *LTB-T-006808-24* issued October 2, 2025, paragraph 33

<sup>9</sup> Order *LTB-T-006808-24* issued October 2, 2025, paragraph 8

<sup>10</sup> Order *LTB-T-006808-24* issued October 2, 2025, paragraph 11

<sup>11</sup> Order *LTB-T-006808-24* issued October 2, 2025, paragraph 29

19. At the review hearing, both Tenants provided detailed and consistent testimony regarding the stress and emotional toll they experienced as a result of the Landlords' actions. They described their children crying as a result of the Landlords' harassment, the disruptions to their study and work habits as a result of the internet disruptions and the worry and confusion they experienced during the parking dispute.
20. The Tenants' provided testimony on these points in a detailed and consistent manner and I have no reason to disbelieve them. I believe the Tenants when they say they experienced ongoing stress, inconvenience and emotional upheaval as a direct result of the Landlords' actions. While I have considered the Landlords' position that there were only a "few incidents" over the course of 6 months, I am satisfied that, regardless of exactly how many incidents occurred, the Landlords' conduct over six months caused the Tenants stress, inconvenience and emotional upheaval. Based on the Tenants' testimony at the review hearing, and after considering the findings in the original order, I am satisfied that an order for general compensation is warranted in this instance.
21. While establishing the quantum of general damages is more of an art than a science, based on my knowledge of similar cases, I am satisfied that the Tenants should be awarded \$3,000.00 for the pain and suffering they have endured. This amount essentially reflects \$1,000.00 for each area of stress they described; \$1,000.00 for the stress due to the harassment, \$1,000.00 for the interference with their study/work, and \$1,000.00 for the stress related to the parking dispute. The Landlords are therefore ordered to pay to the Tenants **\$3,000.00** in recognition of the pain and suffering they have caused. This amount is in addition to the rent abatement and the filing fee already outlined in the order issued on October 2, 2025.<sup>12</sup>
22. This order contains all of the reasons within it and no further reasons will be issued.

**It is ordered that:**

1. The Tenants' request to review order LTB-T-006808-24 issued on October 2, 2025, is granted in part.
2. Order LTB-T-006808-24 issued on October 2, 2025, is amended to include the following paragraphs:
3. On or before May 4, 2026, the Landlords shall pay to the Tenants **\$3,000.00** for general compensation.
4. If the Landlords do not pay the Tenants the full amount owing by May 4, 2026, the Landlord will owe interest. This will be simple interest calculated from May 5, 2026, at 4.00% annually on the balance outstanding.
5. If the Landlords do not pay the Tenants the full amount owing by May 5, 2026, the Tenants may recover this amount by deducting the full amount from the rent each month starting June 1, 2026, until the amount is paid in full.

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<sup>12</sup> Order *LTB-T-006808-24* issued on October 2, 2025, paragraph 1 = \$1,077.00 abatement and \$48.00 filing fee

**April 23, 2026**  
**Date Issued**

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Laura Hartslief  
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.