



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-064252-25

In the matter of: Basement, 77 Ambler bay
Barrie ON L4M7A6

Between: Dane Auston Bowen Tenant

And

Manish Rao Landlord

Dane Auston Bowen (the 'Tenant') applied for an order determining that Manish Rao (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.

This application was heard by videoconference on April 14, 2026. Only the Tenant attended the hearing.

As of 10:40am, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities.
2. The Tenant's application was filed on August 15, 2025.
3. The tenancy commenced on October 11, 2024 and terminated on August 11, 2025, the date the Tenant vacated the rental unit.
4. The rental property is a detached dwelling. The Landlord resided on the upper floor, while the Tenant rented a single room in the basement with 2 other tenants (each tenant had their own room).
5. The Tenant's application alleges that the Landlord breached section 22 of the *Residential Tenancies Act, 2006* (the Act):

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.

6. The Tenant's application alleges two grounds of substantial interference with their reasonable enjoyment:
 - 1) That the Landlord forced the Tenant to vacate the rental unit
 - 2) That the dryer in the rental unit was not working from March 2025 to the date the tenancy terminated.
7. With respect to the first issue plead, the Tenant stated that on or about June 8, 2025, the Landlord advised all the tenants that they needed to vacate because of an order being issued by Bylaw enforcement and because the Landlord required vacant possession of the rental unit to conduct extensive renovations.
8. The Tenant confirmed that no N13 notice of termination was served but stated that he chose to vacate because the other residents complied with the Landlord's request.
9. Based on the evidence and submissions before the Board, I am not satisfied that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit for this alleged incident. The Tenant's own evidence suggests that the Tenant was not forced to vacate, nor did the Landlord serve the Tenant with notice to terminate the tenancy. The Tenant ultimately could have asserted their rights and maintained possession of the rental unit but chose to vacate on their own accord.
10. With respect to the second alleged issue, the Tenant testified that the shared dryer for the basement residents broke down in early March 2025 and was never repaired or replaced, which resulted in the Tenant having to do his laundry off-site. The Tenant stated that the Landlord was advised of this concern immediately and initially promised to replace the dryer but never did.
11. Based on the uncontested evidence and submissions before the Board, I find that the Landlord has substantially interfered with the Tenant's reasonable enjoyment by failing to ensure that there was a functioning dryer in the rental unit for this five-month period.
12. The Tenant's application claims a rent abatement equivalent to one-months rent (\$700.00). Given the nature of the Landlord's breach, the length of the breach and the impact it had on the Tenant, I find that this requested abatement is reasonable.
13. The Tenant incurred costs of \$48.00 for filing the application and is entitled to reimbursement of those costs.
14. This Order contains all the reasons for this matter. No further reasons will issue

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$748.00. This amount represents:

- \$700.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 8, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by May 8, 2026, the Landlord will owe interest. This will be simple interest calculated from May 9, 2026 at 4.00% annually on the balance outstanding.

April 27, 2026
Date Issued

Fabio Quattrociocchi
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.