



Order under Sections 135 and 23 Residential Tenancies Act, 2006

Citation: Youmbi Kodji v Dove, 2026 ONLTB 29604

Date: 2026-04-23

File Number: LTB-T-087399-25

In the matter of: 37 BARTLETT DR
SEGUIN ON P2A2W8

Between: Nicolas Youmbi Kodji Tenant

And

Robert Dove Landlord

Nicolas Youmbi Kodji (the 'Tenant') applied for an order determining that Robert Dove (the 'Landlord') collected or retained money illegally.

Nicolas Youmbi Kodji (the 'Tenant') also applied for an order determining that Robert Dove harassed, , obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on April 7, 2026.

Only the Tenant attended the hearing.

As of 10:49 a.m., 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 the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must compensate the Tenant in the amount \$1,415.50.

Factual Background

2. The Tenancy began on August 29, 2023.
3. The lawful rent was \$900.00 and it was due on the first of the month.

4. The Landlord collected a last month's rent deposit on August 29, 2023. The rent deposit was applied to the last month's rent in July 2025. Interest was never paid.
5. The Tenant vacated the unit on July 13, 2025.

T1 Application – Illegal Rent

6. The Landlord advised the Tenant by text message that the rent would increase to \$1000.00 on November 1, 2023.
7. No Notice of Rent Increase was provided, and the notice was less than 90 days before it took effect.
8. Raising the rent from \$900.00 to \$1000.00 represents an 11.11% increase that is higher than the Guideline, which was 2.5.%
9. I find that the rent increase was not given the proper notice and was above the Guideline.
10. Section 116(4) states that a rent increase is void if the proper notice is not given.
11. However, the Tenant paid the rent increase from November 2023-July 2025.
12. I find that this period is longer than 12 consecutive months. It is, in fact, a period of 20 months. This triggers section 135.1 of the *Residential Tenancies Act, 2006 (the Act)*.
13. Section 135.1 of the Act states:

An increase in rent that would otherwise be void under subsection 116 (4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months.
14. Therefore, I find that the rent increase, having been paid for a period of more than 12 consecutive months is, indeed a valid rent increase.
15. The Tenant's T1 application is therefore dismissed.

T2 - Harassment

16. The Tenant alleges that the Landlord harassed, obstructed, coerced, threatened or interfered with him.
17. Section 23 of the Act states that a "Landlord shall harass, obstruct, coerce, threaten or interfere with a tenant."
18. There is no definition of harassment in the Act, but the Act derives its interpretation of the word from the *Ontario Human Rights Code*, RSO 1990, H19, that defines harassment as:

"a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome," s. 10.

19. On June 19, 2025, the Tenant received a photo from the Landlord of a handwritten post-it note on his door indicating he would be evicted in 24 hours. Photograph 6608035 (Exhibit 1). The Tenant testified that he only received the picture, he never actually saw the post-it note on his door in person.
20. On June 26, 2025, the Tenant wrote a text message back to the Landlord saying he did not understand the picture he sent. The Landlord did not reply. (Text messages DOC6608033 Exhibit 2.)
21. On July 11, 2025, the Landlord sent a text message to the Tenant indicating that he gave him notice on June 19, 2025 that he would evict him within 24 hours. The Tenant replied that he never received the note on the door, and was surprised by the message, but agreed to leave.
22. At 23:58 on July 11, 2025, the Landlord offered to help the Tenant vacate the rental unit. (Exhibit 2)
23. On July 12, 2025 at 7:54 AM, the Tenant asked about his last month's rent deposit. The Landlord replied at 11:03 AM on July 12, 2025 that it was "a civil court matter". (Exhibit 2)
24. On July 12, 2025 at 10:25 AM, the Landlord indicated he would move the Tenant's belongings for him. (Exhibit 2)
25. The Tenant testified he was very stressed about this rapidly escalating situation, and that he had to quickly find friends in London, ON, which was more than hour away, to help him move.
26. On July 13, 2025 the Tenant messaged the Landlord to tell him he had returned the key and vacated the apartment. The Landlord acknowledged the message on July 13, 2025 at 16:07. (Exhibit 2)
27. The Landlord never replied to the Tenant's question about the last month's rent deposit. (Exhibit 2).
28. On July 13, 2025, at 16:09 the Landlord texted the tenant to apologize, saying "My apologies nick,, [sic] I am not in a good spot right now drug abuse is making me,, well not be myself ????" (Exhibit 2)
29. I find the Landlord threatened and harassed the Tenant with an eviction beginning on June 19, 2025 and continued a pattern of harassing conduct through text messages until July 12, 2025. The eviction occurred without regard for the parameters of the Residential Tenancies Act.
30. I find that a reasonable person would consider the number and content of the text messages from the Landlord to be harassing and coercive.
31. Indeed, the Tenant vacated the premises on July 12, 2025 as a result of the Landlord's harassing conduct.
32. As the Landlord did not attend the hearing, the Tenant's testimony is unchallenged.

33. Accordingly, I find that the Tenant has proven the allegations on a balance of probabilities, so the application is granted.

Remedies:

34. The Tenant requested the following remedies:

- Return of the last month's rent deposit and interest, \$1,067.50
- Administrative Fine
- Out of pocket expenses, \$300.00
- General Damages \$1500.00
- Cost of filing the application \$48.00
- At the hearing the Tenant also asked for the rent differential in his new rental unit, however, this was not included in his original application and therefore, cannot be awarded.

35. I find that the Landlord harassed, coerced, obstructed and interfered with the Tenant, and that as a result the Tenant vacated the rental unit on July 12, 2025.

36. Therefore, the Landlord shall refund the last month's rent deposit and interest, \$1,067.50.

37. The Landlord shall pay the Tenant's out-of-pocket moving expenses to move his belongings under duress, comprising of gas and incidentals, \$300.00

38. The Tenant shall also pay the Tenant's cost of filing the application, \$48.00.

General Damages

39. General damages are an extraordinary remedy that is designed to compensate the Tenant and not to punish the Landlord or deter behaviour. In this way, general damages should not be confused with an Administrative Fine. Assessing the quantum of general damages is a question of mixed fact and law. (*Bailey v. Capreit Limited Partnership*, 2022 ONSC 5487 (Div Ct))

40. The Tenant did not elaborate on, or document, his losses incurred as a result of the Landlord's harassment. He expressed how shocked and stressed he was at the threats of losing his apartment so suddenly, but general damages are a legal remedy meant to compensate more than shock and stress. Therefore, I do not find it appropriate in this case to award general damages.

Administrative Fine

41. The Tenant requested that the Landlord be ordered to pay a fine on the basis that the conduct of the Landlord was particularly egregious.

42. The Board's interpretive Guideline 16, entitled *Administrative Fines*, states that a fine should be considered to deter the Landlord and others from similar conduct:

An administrative fine is a remedy to be used by the Board to encourage compliance with the Residential Tenancies Act, 2006 (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligations.

43. I find that the Landlord in this case behaved with blatant disregard for the RTA by failing to provide adequate notice and failing to pursue legal eviction through the RTA.

44. Therefore, in all of the circumstances, and considering it is a small landlord, an administrative fine will be imposed in the amount of \$3,000.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,415.50. This amount represents:
 - \$1067.50 for the last month's rent and interest on the deposit
 - \$48.00 for the cost of filing the application.
 - \$300.00 out-of-pocket moving expenses
2. The Landlord shall pay the Tenant the full amount owing by May 4, 2026.
3. The Landlord shall also pay an administrative fine to the Board in the amount of \$3,000.00 by May 4, 2026.
4. If the Landlord does not pay the Tenant 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. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 23, 2026
Date Issued

Vanessa Davies
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6