



Order under Section 135 Residential Tenancies Act, 2006

Citation: Martin Valiquette v Singh, 2026 ONLTB 33545

Date: 2026-04-27

File Number: LTB-T-100832-24

In the matter of: 538 LLOYD AVE
WELLAND, ON L3C 2Z5

Between: Johanne Martin Valiquette Tenant

And

Puneet Singh Landlord

Johanne Martin Valiquette (the 'Tenant') applied for an order determining that Puneet Singh (the 'Landlord')

- collected or retained money illegally; and
- 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.

This application was heard by videoconference on March 19, 2026.

The Tenant's Legal Representative, Claire Hardy, the Tenant and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$15,960.00 by May 8, 2026.
2. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.

Evidence of the Tenant, Johanne Valiquette (JV)

3. JV testified that she entered into a one-year lease with the Landlord to rent the main unit at 538 Lloyd Avenue, Welland, Ontario commencing June 1, 2024. The Tenant stated that

her income was based solely on a Canada Pension Disability and for that reason, the Landlord insisted that she prepay her rent for the entire year. Although the lease stated that the Tenant “voluntarily provided the \$19,000.00 payment,” JV understood that she would not be accepted as a Tenant without making that payment.

4. JV provided confirmation that she paid the Landlord \$19,000.00 prior to moving into the rental unit. The Tenant had previously paid first and last month’s rent totalling \$3,800.00. All of these funds were paid to the Landlord by June 3, 2024 and the Tenant and her family moved into the unit on June 27, 2024. The monthly rent was \$1,900.00.
5. The Tenant provided an N9 to the Landlord on August 29, 2024 advising that she would be vacating the rental unit on September 30, 2024. JV stated that the basement tenants’ behaviour was dangerous and intolerable which caused her to terminate the tenancy.
6. JV testified that the basement tenants had been harassing her, trespassing in her unit to change the temperature of the air conditioner, swearing at and yelling at the Tenant and her husband, and interfering with their reasonable enjoyment of the rental unit. She provided a number of text messages from July 15, 2024 through September 30, 2024 between her realtor, herself and the Landlord setting out multiple incidents that occurred with the basement tenants.
7. JV stated that she was terrified of the basement tenants and moved their fridge in front of the basement door to ensure that the tenants would not enter their unit. She further stated that the basement tenant, Trevor, slashed her tires on September 2, 2024 and that she witnessed him doing this. The Tenant stated that a police report was made of the incident.
8. JV also testified that Trevor had broken into her unit multiple times after September 15, 2024 to change the temperature on the air conditioner and to generally harass her by moving her outside possessions. At that time, the Tenant was not residing in the rental unit but residing in her new rental unit while cleaning and moving her possessions.
9. The Tenant stated that she contacted the Landlord in November of 2024 and at other times to request the refund of the prepaid rent. She stated that as the Landlord refused to refund the prepaid rent, she filed this application.
10. The Tenant is seeking the return of her prepaid rent (for 10 months) in the amount of \$19,000.00, a rent abatement of \$3,800.00 due to the substantial interference, a rent differential of \$1,200.00 and moving expenses of \$1,720.71. She is also seeking that the Landlord pay an administrative fine.

Evidence of the Landlord, Puneet Singh (PS)

11. PS testified that after the Tenant vacated the rental unit on September 30, 2024, he was unable to rent the unit until January of 2025 which is why he offered to repay 5 months of rent. He stated that the Tenant refused to accept his offer.
12. PS stated that after hearing about the basement tenants’ behaviour, he did contact those tenants to advise them to stop entering the main rental unit and to leave the Tenants

alone. He stated that the basement tenants and the Tenants both argued with each other and he understood that they both yelled at each other.

13. The Landlord also stated that he was prepared to commence paying the Tenant her prepaid rent back when he started receiving rent from the new tenants in the main unit.
14. In cross-examination, the Landlord was asked about an email from his property manager that stated that the main unit was rented out as of November 1, 2024. PS stated that this tenancy did not work out and that he was only able to rent it out as of January 1, 2025.

Analysis

15. Section 134(1.1) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states that "No landlord shall, directly or indirectly, with respect to any rental unit, collect or require or attempt to collect or require from a former tenant of the rental unit any amount of money purporting to be rent in respect of a) any period after the tenancy has terminated and the tenant has vacated the rental unit; or b) any period after the tenant's interest in the tenancy has terminated and the tenant has vacated the rental unit."
16. Both parties agreed that the Tenant prepaid the rent for a full year ($\$1,900.00 \times 12 = \$22,800.00$) prior to moving into the rental unit. The Tenant took possession of the rental unit from June 1, 2024 (although she arrived in late June of 2024) and she vacated the unit on September 30, 2024.
17. The Landlord is entitled to rent for that 4-month period which is calculated as \$7,600.00. The Tenant provided a 30-day notice to the Landlord that she would be vacating the unit as of September 30, 2024. I am satisfied that the Tenant was sufficiently intimidated by the basement tenants' actions and properly ended the tenancy on September 30, 2024.
18. The Tenant is entitled to the return of 8 months' rent calculated as \$15,200.00 from the Landlord. The Landlord's action of retaining these funds is contrary to section 134(1.1) of the Act. This amount also accounts for the return of the Tenant's last month's rent deposit.
19. The Tenant provided many text messages between the Tenant, the Tenant's realtor, the Landlord and the Landlord's realtor setting out the basement tenants' actions which substantially interfered with the Tenant's reasonable enjoyment of the rental unit. The Landlord was advised repeatedly of the escalating behaviour of the basement tenants and he failed to intervene.
20. The Tenant sought a 100% rent abatement of \$3,800.00 for the period July 1, 2024 to August 31, 2024 where the Tenant experienced substantial interference by the basement tenants. Abatement recognizes 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 them he or she is entitled to abatement proportional to the difference between what is being paid for and what is being received.
21. I do not agree that a 100% rent abatement is reasonable and based on the evidence heard, I am ordering a 20% abatement for those two months. Monthly rent was \$1,900.00

so a 20% monthly abatement is \$380.00 and I am awarding that abatement for July and August which totals \$760.00.

22. I am not satisfied that this particular case warrants a rent differential or moving expenses. Typically, those types of remedies are awarded in bad faith applications under sections 48-50 of the Act whereby the applicable test involves a more thorough review of the Landlord's historical behaviour. I believe that based on the amounts awarded in this matter, the Tenant will be made whole. The Tenant will have her prepaid rent fully returned and a reasonable abatement for July and August of 2024.
23. Given the total amount of the award is \$15,960.00, I do not believe that a further administrative fine is required, as I believe the return of the prepaid rent and abatement serve as an adequate general and specific deterrent against the impugned conduct. No administrative fine is ordered.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$15,960.00. This amount represents:
 - \$15,200.00 for excess rent collected; and
 - \$760.00 for the rent abatement.
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

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.