



Order under Section 31 Residential Tenancies Act, 2006

Citation: Abdul v CHRISTAKOS, 2026 ONLTB 32000

Date: 2026-04-21

File Number: LTB-T-068463-24

In the matter of: 2, 682 Bloor Street West
Toronto ON M6G1L2

Between: Sara Abdul Tenant

And

Anastasios Christakos Landlords
Fatima Odo

Sara Abdul (the 'Tenant') applied for an order determining that ANASTASIOS CHRISTAKOS (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on October 15, 2025.

The Tenant, the Landlords, and the Landlords' legal representative, Demetrios Maragos, attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

Preliminary Issues

Named Parties

2. The Landlord's legal representative submitted that Fatima Odo is the spouse of Anastasios Christakos and a co-owner of the residential complex and should be added as a Respondent Landlord.
3. The Tenant testified that she was unaware that Fatima Odo was an owner and understood her to be the Landlord's property manager only. The Tenant requested to amend the application to add Fatima Odo as a responding party. That request was granted.

Amendment request

4. The Tenant requested a further amendment to add Reason 3 as a basis for the application, namely that the Landlord, the Landlord's agent or the superintendent substantially interfered with the Tenant's reasonable enjoyment of the rental unit or complex under section 22 of the Residential Tenancies Act, 2006 (the Act).
5. The Tenant submitted that the factual allegations relied upon for Reason 3 were the same allegations advanced under Reason 4 (harassment), and that the amendment was requested based on advice received from Tenant Duty Counsel prior to the hearing.
6. The Landlord opposed the amendment. The Landlord's legal representative submitted that the Landlord had no advance notice of the proposed amendment and would require time to assess and respond to the different legal test applicable to a section 22 claim.
7. I find that the requested amendment would materially change the scope of the application. A claim of substantial interference under section 22 of the Act engages a different legal analysis than a claim of harassment under section 23. Given the lack of notice and the potential change of litigation strategy, the Landlord would be prejudiced in responding to the amended claim. The Tenant filed the application more than a year prior to the hearing and had sufficient opportunity to obtain legal advice regarding the framing of the application. Therefore, the request to amend was denied.

Evidence service issues

8. Both parties raised concerns regarding lack of service of evidence. The evidence was neither voluminous nor complex. In order to ensure procedural fairness and efficient proceedings, the hearing was stood down for approximately 90 minutes to allow each party to review the other's evidence. Both parties were thereafter permitted to rely on their respective evidence, subject to determinations on admissibility.

Evidence and Analysis

9. The Tenant alleges that the Landlord engaged in a course of conduct that constitutes harassment. The Tenant claims this included repeated entries, excessive phone calls, and the use of threatening, intimidating, and discriminatory language, causing fear and distress
10. Section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant. While "harassment" is not defined in the Act, it generally refers to a course of conduct that a reasonable person knows or ought to know would be unwelcome.
11. The burden rests with the Tenant to establish, on a balance of probabilities, that the Landlord engaged in such a course of conduct.

Entries into the Rental Unit

12. The Tenant alleges that repeated entries into the rental unit formed part of a course of harassment. The evidence establishes that there were five requested entries between June 29, 2024 and August 12, 2024.
13. The first entry was a yearly inspection. The Tenant confirmed this was the first inspection conducted since the beginning of her tenancy. Subsequent entries were for the purpose of assessing the condition of the unit and attending with contractors to obtain quotes and address alleged damage. The Tenant also raised a water heater issue prior to one of the scheduled visits.
14. The Landlord does not dispute the number of entries and submits they were made for lawful purposes. The evidence indicates that the Tenant received 24-hour notice for all entries, except for July 16, 2024, when notice was shortened due to late contractor availability; however, the Tenant consented to that entry. For two of the entries, the Tenant arranged for another individual to be present in her absence.
15. I find that the entries were carried out for legitimate purposes permitted under the Act. While the entries may have been inconvenient or unwelcome to the Tenant, the number and purpose of the entries do not amount to harassment.
16. Although the cause of the damage to the rental unit remains in dispute, it is undisputed that there were damages that required attention. The first entry was a routine maintenance inspection, which aligns with the Landlord's maintenance obligations under section 20 of the Act. The subsequent entries were for the purpose of attending with contractors and obtaining quotes for potential repairs. The final entry occurred after the Landlord returned from being out of the country and wished to personally view the unit. Considered in their totality, these entries do not form part of a harassing course of conduct

Communication and phone calls

17. The Tenant submits that the Landlord harassed her through excessive phone calls. Although no phone log was submitted, I accept the Tenant's testimonial evidence that she received approximately 24 calls between June 28, 2024, and August 24, 2024.
18. The evidence establishes that at least some of these calls were related to providing notice of entry, coordinating inspections, and discussing issues arising from the condition of the unit. Two calls occurred on June 28, 2024, immediately prior to the first inspection, for the purpose of arranging that inspection.
19. While the volume of calls is higher than ideal and may have contributed to the Tenant's distress, I am not satisfied that the number or context of the calls, viewed objectively, constitutes a course of conduct that rises to the level of harassment under section 23 of the Act.
20. I accept the Tenant's evidence that approximately 24 calls were made over a period of nearly two months. Those calls were not concentrated over a short period of time and were primarily related to providing notice of entry, coordinating inspections, and discussing concerns arising from the condition of the rental unit. There is no evidence that the calls were made at unreasonable hours, were persistently repetitive within a single day, or continued after their stated purpose had been addressed. Although the Landlord disputes

both the number of calls and the content of certain conversations, even accepting the Tenant's account at its highest, the calls were connected to ongoing maintenance and inspection issues and do not demonstrate an unreasonable or harassing pattern of communication.

Threatening or discriminatory statements

21. The Tenant testified that the Landlord used threatening and derogatory language, including statements such as "you better cooperate," "you've really done it now," and "you're the worst tenant." The Tenant also testified that the Landlord made a comment regarding shoes in the common hallway that she understood to be discriminatory.
22. The Landlord denies using threatening or discriminatory language. The parties' evidence on this issue is directly conflicting.
23. I do not find either party's evidence on this point to be inherently implausible or unreliable, nor do I make adverse credibility findings against either party. However, where the evidence is evenly balanced and uncorroborated, the Tenant bears the onus of proof.
24. In the absence of additional evidence, I am unable to find, on a balance of probabilities, that the alleged statements were made or that they formed part of a harassing course of conduct.
25. Taken as a whole, the evidence does not establish that the Landlord engaged in a course of conduct that amounted to harassment within the meaning of section 23 of the Act. The entries were for lawful purposes, the frequency of communication does not rise to harassment, and the conflicting evidence regarding alleged statements does not meet the required burden of proof.
26. The Tenant's application is therefore dismissed.
27. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
28. This order contains all of the reasons for the decision within it and no further reasons will be issued.

It is ordered that:

1. The Tenant's application is dismissed.

April 28, 2026
Date Issued

Melissa Anjema
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.