



## **Order under Section 31 Residential Tenancies Act, 2006**

**File Number:** LTB-T-013684-24

**In the matter of:** 118 Crawford  
Whitby ON L1N3S3

**Between:** Dean Muirhead Tenant

**And**

Uma Uthayakumar Landlord

Dean Muirhead (the 'Tenant') applied for an order determining that Uma Uthayakumar (the 'Landlord'):

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

This application was heard by videoconference on April 23, 2026. Only the Tenant and their support Christina Ealogh attended the hearing.

As of 1:35pm, 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.
2. The Tenant's application was filed on February 16, 2024, and was amended on February 28, 2024. The application alleges that the Landlord harassed the Tenant into vacating the rental unit.
3. Section 23 of the *Residential Tenancies Act, 2006* (the Act) states that "A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant".
4. The rental unit is a single room located in the basement of a detached dwelling. The rental property is a rooming house.
5. The Tenant moved into the rental unit on December 20, 2023 and vacated on February 29, 2024. The monthly rent was \$750.00 per month.

6. The Tenant testified that after signing the tenancy agreement, that the Landlord on December 31, 2023, requested additional funds to be paid as she was allegedly struggling to make her mortgage payments on the property. The Tenant sated that he refused this request, which triggered a series of harassment from the Landlord.
7. The Tenant testified that on January 15, 2024, February 2 & 16, 2024, the Landlord advised him that he needed to vacate the rental unit by the end of February 2024 and that the unit had been re-rented to a new tenant. No notice of termination was served by the Landlord nor was there an agreement to terminate the tenancy signed by the parties.
8. Based on the uncontested evidence and submissions before the Board, I find that the Landlord has breached section 23 of the Act and harassed the Tenant into vacating the rental unit and did not follow the Act's requirements to terminate the tenancy.
9. The Tenant's amended application claims \$8,250.00 in general compensation for pain and suffering, which is equivalent to 11 months rent.
10. The Board has the authority to award damages for pain and suffering. The Divisional Court confirmed this jurisdiction in *Mejia v. Cargini*, [2007] O.J. No. 437 (Ont. Div Ct.) in circumstances where the damages claimed are the result of a breach of the landlord's contractual or statutory obligations. When assessing the claim for general compensation, the Board must consider the overall impact the breach had on the tenant.
11. The Tenant testified that due to the Landlord's repeated threats, he did not attend work due to fear of being locked out of the rental unit and therefore lost his employment in February 2024. The Tenant confirmed that he obtained new employment in May 2024.
12. The Tenant also stated that he did not secure a new rental unit until April 2024 and that during the month of March 2024, he was staying with his brother and friend.
13. The Tenant's support noted that the Tenant suffers from Attention-Deficit/Hyperactivity Disorder (ADHD) and Oppositional Defiant Disorder (ODD) and is therefore a vulnerable person.
14. Based on the evidence and submissions before the Board, I find that the Tenant is entitled to \$2,250.00 in general compensation, which is equivalent to three months rent. This amount takes into consideration the length of the tenancy (2.5 months) and the impact the Landlord's breach had on the Tenant. The Tenant's own testimony confirms that he obtained new employment and a new rental unit shortly after he vacated the rental unit. Therefore, I do not find that the Landlord's breach is so substantial that it warrants 11 months of general compensation for this short-lived tenancy and period of the breach.
15. The Tenant paid \$48.00 for the costs of filing the application and is entitled to reimbursement of those costs.
16. 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 \$2,298.00. This amount represents:

- \$2,250.00 in general compensation
  - \$48.00 for the costs of filing the application.
2. If the Landlord does not pay the Tenant the full amount owing by May 9, 2026, the Landlord will owe interest. This will be simple interest calculated from May 10, 2026 at 4.00% annually on the balance outstanding.

**April 28, 2026**

**Date Issued**

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Fabio Quattrociochi

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.