



Order under Section 31 Residential Tenancies Act, 2006

Doucette v Backer, 2026 ONLTB 19864

Date: 2026-04-30

File Number: LTB-T-064747-24

In the matter of: 4, 839 MAIN ST W
NORTH BAY ON P1B2V8

Between: Megan Leslie Doucette Tenants
Ryan Austin DeVuono

And

Patricia Backer Landlords
William Bethell

Megan Leslie Doucette and Ryan Austin DeVuono (the 'Tenant') applied for an order determining that Patricia Backer and William Bethell (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.
- harassed, obstructed, coerced, threatened, or interfered with the Tenant.

This application was heard by videoconference on March 3, 2026. The Tenants and the Landlords attended the hearing.

Determinations:

1. As explained below, the Tenants proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants, \$1,032.41.
2. The tenancy for the two-bedroom rental unit commenced on November 1, 2021.
3. The lawful monthly rent is \$1,040.00.

Leak and Mold

4. The Tenants stated that in June 2023 they had a leak and mold problem in the rental unit. On October 20, 2023, a handyman attended the unit for an inspection and by November 2023, the issue was resolved by the Landlords.

5. The female Landlord testified that she contacted the Tenants after she received a message about the leak on June 23, 2023, and asked for pictures. Although the Tenants responded that the leak had stopped, the Landlord visited the unit and observed that a wall was affected by the leak. The Landlord also noticed that the unit was in disarray and smelled of cat urine.
6. The Landlords' efforts to contact the Tenants to repair the wall were either ignored, or the agreed upon date became unsuitable for the Tenants. Finally in October 2024, the Landlords' contractor entered the unit and subsequently informed the Landlords about the mold problem. The Landlords immediately removed the wall, and had it replaced and painted by October 31, 2024.
7. Section 22 of the *Residential Tenancies Act, 2006* ('the Act') provides that 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. In addition, section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
8. The Tenants have failed to demonstrate that the Landlord breached either section 22 or section 23 of the Act. Given that the application was filed on August 15, 2024, the LTB's consideration for rent abatement purposes is limited to incidents that occurred on or after August 16, 2023. While the leak may have occurred in June 2023, it stopped, and the mold was not discovered until October 2023 by the Landlords' contractor who attended the unit for repairs. The mold growth was immediately addressed by the Landlord in October 2023.

Storage Space

9. On May 27, 2024, the Tenants received a text message from the Landlords asking them to remove their vehicle from their parking spot and to stop storing items in the garage of the six-unit residential complex. The Tenants stated that while the issue with their vehicle has been resolved, they were forced to rent a storage space on June 3, 2024, for which they requested an order for reimbursement.
10. The Landlords stated that they permitted the Tenants to use the garage for storage purposes but instructed them to label their items. When the Tenants became upset that the Landlords' contractor who went into the garage to remove painting supplies, touched their items, it was because they were not labelled. The Landlords then requested that the Tenants remove their items from the garage especially as they abused the privilege by placing their grandfather's furniture there.
11. The text exchanged between the Landlords and the Tenants dated May 5, 2024, shows that the Landlords approved the Tenants request to store their grandfather's fireplace/mantle and a computer in the garage prior to their sale. The Tenants promised that if there was a delay with the sale, they would find another place to store the items.
12. Based on all the evidence, I am not satisfied that the use of the garage space was a term of the tenancy agreement. As the text messages demonstrate, the Tenants planned to remove some of the items they stored in the garage and appeared to understand that they were not

entitled to use of the space by right. Therefore, the Landlords decision to withdraw their permission for the use of the space is not a breach of the Act.

Washing machine

13. On July 23, 2024, the Landlords accused the Tenants of clogging the washing machine with dog hair and instructed them to wash their clothes elsewhere.
14. The Landlords stated that the plumber found dog hair in the clogged drains, and she suggested that they use an alternative laundry facility to wash their dogs' mats.
15. The text message from July 23, 2024, shows that the Landlord told the Tenants to 'go wash your clothes someplace else'. The evidence demonstrates that the Landlords did not repeat the statement or take any action to prevent the Tenants from utilizing the washing machine. Hence, I am not satisfied that the Landlord breached the Act.

Threats of Eviction

16. On June 26, 2024, the Landlords dropped off a letter dated June 24, 2024, for the Tenants. The Landlords stated in the letter that they did not wish to renew the tenancy because of the Tenants' pets, and they asked the Tenants to vacate the unit by the end of August 2024.
17. On July 1, 2024, the Tenants responded saying that the notice was not valid and that the tenancy was a month-to-month tenancy following the end of the fixed term. The Landlords responded on the same day saying the Tenants will be properly served the next day.
18. On July 2, 2024, the Landlords gave the Tenants a Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit (N12) with a termination date of August 31, 2024, The Landlords stated that their granddaughter intended to move into the rental unit.
19. The Tenants informed the Landlords that their granddaughter was not a permissible person to move into the rental unit based on an N12 notice. The Landlords responded on July 23, 2024, July 24, 2024 and August 8, 2024, stating that the Tenants were not wanted in the building and the faster they leave the better; called them disgusting Tenants, asked if they had no shame and repeatedly insisted that they vacate the rental unit despite the Tenants efforts to educate them the eviction process.
20. The Landlords further stated that the Tenants must get their '*junk*' away from the garage, '*get the heck out of my building*'; '*Have a friggin heart and do not put me through this stress at this time*'; '*Get to hell out of our building; Your place stinks...*'; '*You are a very mean person ... There is something wrong with you. You are not welcome in the building.*' The Landlords continued to ask the Tenants to vacate the unit and that the rent for August 2024 will not be accepted.
21. On August 29, 2024, the Landlords informed the Tenants that they cashed the cheque for August 2024, but if they decided to remain in the unit, the rent will be increased to \$1,600.00 starting September 1, 2024. The rent was \$1,015.00 at the time. When the Tenants informed the Landlords that rent increases must follow the guideline, the Landlords stated that the Tenants are not wanted in the building and were forcing the Landlords to consider listing it

for sale because the Tenants have multiple animals which taint the unit with the strong smell of cat urine. The Landlords further told the Tenants that the Tenants were *'really not well.'*

22. The Landlords testified that they were informed by their contractor that the Tenants were expecting some money with which they planned to buy a house. The Landlords gave the N12 notice because their granddaughter required the unit as she was moving to the city for school.
23. The Landlords were upset because of the condition of the unit and that their granddaughter could not occupy the unit. The Tenants informed the Landlords that they cleaned their carpets every week, but a contractor observed that their cats' litter box was full and appeared to be the cause of the strong unpleasant odour in the unit.
24. Based on all the evidence, the Landlords conduct in persistently pressuring the Tenants to vacate the rental unit, calling them derogatory names, and treating them in a degrading manner, is egregious and unacceptable. If the Landlords believed the unit was not kept in a reasonable state of cleanliness, there are processes that the Landlords must follow to ensure that it is. If the Landlords required termination of the tenancy because their family member intends to occupy the unit, although a grandchild is indeed not a permissible person pursuant to the Act, the Landlords must serve a notice of termination and follow the eviction process. What the Landlords cannot do is serve a notice of termination and repeatedly pressure the Tenants to vacate the unit through degrading treatment. When the Tenants refused to submit to the Landlords' harassment and coercion, the Landlords further acted unreasonably by threatening to implement an unlawful rent increase.
25. Therefore, I find that the Landlords substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants, and harassed, obstructed, coerced, threatened, or interfered with the Tenants.
26. The Landlords must refrain from further insulting or harassing the Tenants, requesting that they vacate the rental unit, or threatening eviction or unlawful rent increases.
27. The Landlords will be ordered to pay the Tenants a rent abatement equal to 50% of the daily rent, in the amount of \$984.41, for the period from July 3, 2024, to August 30, 2024. As the lawful rent was \$1,015.00 at that time, the daily rent for the rental unit was \$33.37, resulting in a daily abatement of \$16.68 at 50%. The Landlords' unreasonable conduct occurred over 59 days, calculated as \$16.68 x 59 days, for a total abatement of \$984.41.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$1,032.41. This amount represents:
 - \$984.41 for a rent abatement, and
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by May 11, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by May 11, 2026, the Landlords will owe interest. This will be simple interest calculated from May 12, 2026, at 4.00% annually on the balance outstanding.

4. **In the alternative**, if the Landlords do not pay the Tenants the full amount owing by May 11, 2026, the Tenants may recover this amount by deducting the entire \$1,032.41 from the rent in June 2026.
5. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. For the remainder of the tenancy, the Landlords shall refrain from further insulting or harassing the Tenants, requesting that they vacate the rental unit, or threatening eviction or unlawful rent increases.

April 30, 2026
Date Issued

Jitewa Edu
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.