



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tay v Gracie, 2026 ONLTB 34654

Date: 2026-05-05

File Number: LTB-L-091443-23

LTB-T-069384-23

In the matter of: BASEMENT UNIT, 20 HERZBERG GDNS
NORTH YORK ON M3J3P4

Between: Anna Tay
Christopher Nguyen
Landlords

And

Desiree A Gracie
Michael Andre Reed
Tenants

Anna Tay and Christopher Nguyen (the 'Landlords') applied for an order to terminate the tenancy and evict Desiree A Gracie and Michael Andre Reed (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 application).

Michael Reed and Desiree Gracie (the 'Tenants') applied for an order determining that Anna Tay and Christopher Nguyen (the 'Landlords') (T2 application):

- entered the rental unit illegally.
- 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

These applications were combined by Board Endorsement and were heard by videoconference on December 3, 2025.

The Landlord, Anna Tay (AT) and the Tenant, Michael Andre Reed (MR) attended the hearing. The Tenant (MR) declined to speak to Tenants Duty Counsel prior to the start of this proceeding.

Determinations:

L1 Determination

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on December 31, 2024. Rent arrears are calculated up to the date the Tenants vacated the unit. The Tenant MR testified he vacated on or about December 17, 2024. The Landlord AT testified that she received the keys from the Tenants on December 31, 2024. The Tenant MR did not dispute the same. Hence on a balance of probabilities from the oral testimonies submitted the Tenants vacated the rental unit on December 31, 2024.
4. The lawful rent is \$1,400.00. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2024, are \$15,400.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,400.00 from the Tenants, and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$93.40 is owing to the Tenants for the period from May 2, 2022, to November 30, 2024.

T2 Determination

10. The Tenants filed a T2 Application about Tenant Rights (T2 application) with the Board on September 11, 2023. The T2 application indicates that the grounds for the notice are: substantial interference, harassment and illegal entry by the Landlords
11. As explained below, the Tenants, did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Facts

12. The Tenant MR testified that the Tenants resided in the rental unit from on or about May 4, 2022, until they vacated on December 31, 2024.
13. The Tenants paid a monthly rent of \$1,400.00.
14. The Tenants T2 application sought an abatement of rent, a fine to be paid to the Board by the Landlord, moving and storage expenses and out of pocket expenses.

15. The Landlord AT submitted that the allegations contained in the Tenants' T2 application lack sufficient detail and particulars, as no dates or specific times of any alleged instances of substantial interference or harassment by the Landlords have been pleaded and the Landlords had been put in the unfair situation of having to defend itself to an application containing allegations that the Landlords have no understanding of what the particular issues are other than generalities of the allegations, that there was restricted access to the backyard of the property and complaints regarding the Tenant MR sitting on the porch and harassment by texting snarky remarks and comments about the MR lifestyle, and watching the Tenants and tracking there coming and goings using motions sensors and recording device. Accordingly, the Landlord AT submitted that the claims for substantial interference and harassment in the T2 application should be dismissed.
16. An application and its claims must provide sufficient detail to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met.
17. MacDougall J. wrote in *Ball v. Metro Capital [2022] O.J. No. 5931* that, "Particulars should include, dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct." While this case involved a notice of termination served to a tenant, I am of the view the general principle regarding the need for particular and details apply equally to the Tenants application. In this leading case, the Court stated that the various purposes for requiring a party to provide reasons and details include the responding party's need "to know the specific allegations made so that they can be in a position to know the case that must be met; to decide whether to dispute the allegations made before the Tribunal; and to consider whether to stop the conduct or activity or correct the omission...."
18. The Landlord submitted the allegations of substantial interference and harassment of the Landlord are lacking any semblance of details of said behaviour from the Landlord being pleaded by the Tenants. Moreover, evidence uploaded to the Tribunals Ontario Portal by the Tenants do not provide sufficient particulars to support the Tenants allegations of harassments and substantial interference in their application, which the Landlord AT submitted were general statements, and devoid of detail, and in fact never happened, and submitted a lease agreement as evidence that excluded the use of the backyard in the tenancy in any event.
19. I find the allegations in the Tenants' application are vague and lack any context in terms of dates and details. Specifically, the "Reasons for filing this Application" section of the application instructs the applicant to describe what happened, the dates and times of the events, who caused the problem and the names and titles of all people involved, which the Tenant has not done.
20. On the T2 application there are no dates referenced, with no year provided. There simply is a statement that the Tenants had been harassed and substantially interfered with for the abovementioned issues.

21. It is not for the Landlord or the Board to assist the Tenants in completing their application or correcting deficiencies. As with all applications before the Board, it is the applicants who must bring an application that meets minimum requirements. However, it is noted that the Tenant MR did not request an adjournment to remedy issues with the Tenants application, and further the Tenant MR declined to speak to Tenant Duty Counsel prior to the start of this proceeding.
22. The Landlords right to present a meaningful defense in a timely fashion must also be taken into consideration. The application does not contain sufficient details on the alleged grounds of substantial interference and harassment that would allow the matter to be fairly heard.
23. As a result, I am satisfied that the lack of details provided in the application for these claims were not sufficient for the Landlords to understand the case to be met to and to make a decision concerning whether or not to dispute the allegations at the hearing, and effectively would have experienced significant prejudice if expected to present a defence against unknown and unspecified allegations of harassment and substantial interference.
24. Accordingly, these sections of the Tenants application are struck as dismissed.
25. The Tenant MR, testified that on August 1, 2023 the Landlord AT opened the dividing door to the basement rental unit, where he was residing and began to shout at him in front of his step son, and explained to the Landlord AT that this was an illegal entry the Landlord AT proceeded to step further into the Tenants rental unit.
26. The Tenant MR testified that he was very distressed, upset, and felt unsafe and unwanted as a Tenant due to the Landlord's AT alleged illegal entry into the rental unit and other issues of harassment and substantial interference pleaded, which will not be considered for the abovementioned reasons.
27. The Tenant MR testified that due to the above incidents, the Tenants terminated the tenancy and vacated on December 31, 2024. The Tenant MR also said all issues in the tenancy were fine unit on or about August 2023, at which point the Tenants were served an N12 notice and subsequent L2 application (LTB-L-080720-23) which resulted in the Tenants eviction, hence the Tenants vacating.
28. The Landlord AT testified the incident of the illegal entry did not occur, she simply was discussing compensation to be paid for her L2 N12 application. The Landlord AT testified that once she served the N12 for her mother to reside in the basement unit, so that she could assist once the Tenant's AT baby was born, the Tenants behaviour and accumulation of rent arrears commenced.
29. The Landlord AT testified that the Tenant MR became more combative in nature, and she responded accordingly the rest of the tenancy, but there were no other interactions in person with the Tenants.

Legal Analysis

30. Section 25 of the Act established a Tenant's right to privacy and states that a landlord may enter a rental unit only in accordance with section 26 or 27.
31. Pursuant to section 26 of the Act a landlord is permitted to enter a rental unit without notice: in emergencies; where the tenant consents at the time of entry; where the tenancy agreement requires the landlord to enter at regular intervals in order to clean; and to show the unit to prospective tenants.
32. Section 27 of the Act outlines entries that are permitted with written notice and sets out the minimum requirements for entry notices, including that written notice of entry must be delivered at least 24 hours prior to the entry.
33. On the evidence before me, I find the Tenants claims of an and illegal entry by the Landlord AT were not met. There is no evidence before me that the Landlord AT on a balance of probabilities illegally entered the rental unit. I accept the Landlord's AT evidence that she did not enter the rental unit on August 1, 2023, and prefer the Landlord's AT evidence to that of the Tenant's MR.
34. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
35. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of December 31, 2024, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlords \$14,092.60. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlords owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlords the full amount owing on or before May 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 17, 2026, at 4.00% annually on the balance outstanding.
4. The Tenants T2 application is dismissed.

May 5, 2026
Date Issued

Panagiotis P. Roupas
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$15,400.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,400.00
Less the amount of the interest on the last month's rent deposit	- \$93.40
Total amount owing to the Landlords	\$14,092.60