



Order under the Residential Tenancies Act, 2006

File Number: LTB-T-000049-23/LTB-L-035892-23

In the matter of: Basement APT, 15 CRELLIN ST
AJAX ON L1Z0P5

Between: Janelle Mungal Tenant

And

Janiel Morgan Landlord
Paul Morgan

Janelle Mungal (the 'Tenant') applied for an order determining that Janiel Morgan and Paul Morgan (the 'Landlord'):

- 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.
- withheld or interfered with their vital services or care services and meals in a care home (T2 Application).

The Tenant also applied for an order determining the Landlord failed to maintain the rental unit (T6 Application).

The Landlord applied for an order determining the Tenant has failed to pay the rent (L1 Application).

This application was heard by videoconference on January 22 and April 20, 2026.

The Landlords, Landlords' legal representative Christopher Williams, and the Tenant attended the hearing.

Preliminary Issue:

1. As agreed upon by the parties, the Tenant vacated the rental unit on August 30, 2023. The Tenant amended their T2 and T6 Applications on December 31, 2024. The parties were asked to make submissions on the validity of the amendment given that the Tenant had vacated more than a year prior.

2. After hearing submissions of the parties, I accepted the amended application for the purposes of clarifying any allegations contained in the original application. Any amendments made towards the allegations or remedies that were not previously pled in the original application were not allowed as they are statute-barred pursuant to section 29(2) of the *Residential Tenancies Act* (the Act).

Determinations:

T2 and T6 Applications

3. The Tenant's applications surround allegations of illegal entry, withholding vital services, harassment, and illegal rent increases. The Tenant seeks a rent abatement, general compensation, and an administrative fine.

Testimony of Janelle Mungal

4. The Tenant testified that she has an anxiety disorder and that the events during the tenancy significantly worsened her condition. She described feeling constantly on edge and overwhelmed by interactions with the Landlord.

Illegal Entries

5. The Tenant began to describe concerns about illegal entries made by the Landlord however, either those allegations were later withdrawn, or they were found to be statute-barred. Specifically, the Tenant's applications were filed on January 2, 2023. The allegations of illegal entry were described as occurring on in April, September, October, November 2020. As these entries were more than one year prior to the application being filed they were not proper before the Board. The Tenant did not go into detail regarding the entries given the findings at the hearing about limitations.

Electricity

6. The Tenant testified that she experienced repeated issues with electricity interruption throughout the tenancy. Of note, the Landlord resides in the same building as the Tenant and has full control of the fuse box.
7. On June 10, 2022, the power went out at approximately 9:00pm for about two hours. She testified that the fuse had blown while she was vacuuming. The Tenant did not have access to the breaker panel and felt this was inappropriate, as she believed she should have had the ability to reset the breaker herself. Text messages from June 10, 2022, concerning the power outage were entered into evidence. In those messages, the Landlord told the Tenant that if she was unhappy, she could vacate the rental unit.
8. The Tenant testified that the breaker access issue dated back to at least 2020 and had never been rectified. She stated that her primary concern was simply having access to the fuse box to address tripped breakers without delay.

9. The Tenant described several power outages:

- March 10, 2022 (brief outage, length unknown);
- March 15, 2022 (unknown duration);
- April 4, 2022 (brief outage);
- June 10, 2022 (approximately one hour); and
- June 17, 2022 (approximately three hours, with texts entered into evidence showing the power was out at 5:40pm and restored at 9:07pm).

The Tenant confirmed that during at least some of these outages, she was without electricity entirely. Other times it was possible she had partial electricity.

Harassment

10. On June 9, 2022, the City missed garbage collection. The Landlord took the Tenant's garbage elsewhere but left the compost bin behind. The compost bin was subsequently accessed by raccoons, and the Landlord told the Tenant to clean up the garbage. The Landlord made excessive phone calls that same day regarding the issue, which the Tenant felt amounted to harassment.
11. Throughout her testimony the Tenant confirmed several times that because the Landlord is a police officer, she felt he was abusing his position of authority and that this contributed to her sense of intimidation and distress.
12. On June 15, 2022, the Tenant received a phone call from the Landlord regarding entry into her unit for a contractor to perform inspection/repair. The Tenant refused entry and requested proper written notice. The Tenant testified about how frequent inspections by the Landlord caused her to feel like she was "walking on eggshells," and as a result she seeks one year of rent abatement totaling \$19,800.
13. On July 2, 2022, the Tenant received an email from the Landlord containing three rent receipts. Each receipt included comments stating that rent must be paid on the first of the month. The Tenant testified that she believes these comments were unnecessary, as the Landlord was aware of her financial situation. This email was entered into evidence.
14. The same day, the Landlord asked the Tenant where her child's father was. The Tenant felt that inquiries into her personal family circumstances were inappropriate, offensive, and constituted harassment.
15. The Tenant responded by email on July 2, 2022, stating that she did not like the tone of the Landlord's communications, that the comments were causing her "undue stress," and instructing the Landlord to stop.
16. The Tenant sought one year of rent abatement, testifying that the ongoing conduct of the Landlord made her feel like she "couldn't breathe" and that she lived every day in distress.

Water

17. Finally, the Tenant testified to constant poor water pressure throughout the tenancy. On July 19, 2022, at approximately 4:17am, she texted the Landlord regarding the toilet not flushing due to low pressure. The Landlord replied at approximately 5:02am, stating he had not touched the water. Videos of the water pressure were entered into evidence.
18. Ajax By-law investigated the issue and informed the Tenant that the low pressure was due to a water softener. On July 28, 2022, the Tenant contacted By-law again after further issues with the water pressure and was advised the water softener regenerated between approximately 3:00am and 4:30am, though the frequency of the regenerations was unclear. The Tenant testified that while she did not believe the Landlord was intentionally shutting off the water, the pressure was frequently insufficient.
19. On July 16, 2022, the Tenant again texted the Landlord at 4:22am regarding low water pressure. The Landlord replied that water service had been temporarily shut down for treatment.
20. On August 9, 2022, the Tenant notified the Landlord by email of further low water pressure and asked whether the water was safe to use and drink. That same day, the Landlord served the Tenant with an N5 notice. The Tenant believed the N5 notice was directly connected to her ongoing maintenance complaints. No L2 application regarding the N5 Notice was filed.
21. Text exchanges entered into evidence showed the Landlord later advising that a new water softener had been installed and the regeneration time had been changed.

Testimony of Paul Morgan

22. The Landlord testified that there was never any illegal entry into the basement unit. He stated that entries were scheduled and limited to approximately twice per year. He testified that unscheduled entries were only for necessary maintenance, such as the mesh repair or duct cleaning, and that notice was always provided to the Tenant. He denied entering the unit without permission.
23. The Landlord testified that Tenant was never fully without power. He stated that breaker issues were addressed promptly and that regardless the Tenant always had some usable outlets.
24. Regarding water pressure, the Landlord testified the issue was caused by the water softener regenerating early in the morning, and he never intentionally shutoff the water. He stated Ajax Water initially confirmed city pressure was fine and that a contractor ASAP Water later adjusted the regeneration time to make it more suitable for the Tenant. He testified that running water was always available during this time, just pressure being the issue.
25. The Landlord denied any harassment or abuse of his authority as a police officer, stating he never discussed his profession with Tenant or used it to intimidate her. He testified that because he lived upstairs, he would naturally be present around the property and that

Tenant often initiated conversations herself. He described the allegations as troubling, stating he strives to be a good person.

26. He testified that Robert, a contractor who built the basement unit, handled many repairs due to his familiarity with the space.
27. On cross-examination, the Landlord acknowledged restricting appliance use to certain hours and agreed it may have been inconvenient given water softener regeneration times. He admitted there was no documentary evidence confirming he informed Tenant about the water softener, stating only that his wife may have told her in passing.
28. Regarding rent increases, the Landlord testified they were not retaliatory and resulted from confusion correcting the original rent amount. He acknowledged not realizing initially that the unit was exempt from rent control, which is why the final increase was served on an N2 notice.
29. The Landlord also confirmed that no L2 application was ever filed and that the N5 notice was intended as a warning to modify behaviour.

Analysis

Illegal Entries

30. The Tenant initially raised concerns regarding alleged illegal entries by the Landlord. However, these allegations relate to incidents said to have occurred between April and November 2020. The Tenant's applications were filed on January 2, 2023. Pursuant to section 29(2) of the RTA, an application must be brought within one year after the alleged breach occurred. As these alleged entries occurred more than one year prior to the filing of the application, they are statute-barred and not properly before the Board.
31. Accordingly, I make no findings regarding illegal entry, and no relief can be granted on this issue.

Electricity

32. Electricity is a vital service within the meaning of section 21 of the RTA. A landlord shall not withhold the reasonable supply of a vital service.
33. The Tenant testified to multiple electrical outages during 2022, including on March 10, March 15, April 4, June 10, and June 17. The most significant incidents occurred with the Tenant being without electricity for approximately one to three hours.
34. The evidence establishes that the Tenant did not have access to the fuse box or breaker panel. The Landlord, who lived in the upstairs of the same building, maintained sole control over the electrical panel.
35. It is undisputed that the Tenant experienced power outages. The Landlord testified that the Tenant was never fully without power and that some outlets always functioned. However, this assertion is inconsistent with the text messages and the Tenant's specific testimony regarding total outages on June 10 and June 17, 2022. The Landlord's evidence was self-

serving as it related to his assumptions regarding the extent of the outages in the rental unit.

36. I accept the Tenant's evidence that she experienced repeated electricity disruptions. Of note, some of these outages lasted only minutes until the Landlord fixed the issue.
37. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), ("*Onyskiw*") the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
38. The evidence of the Tenant is not that the Landlord intentionally withheld the electricity, rather there were sporadic instances of the breaker being tripped. Based on the evidence before the Board I am uncertain what the Landlord could have done to prevent the breakers from being tripped. While not specifically argued, it would be unreasonable to have the Landlord move the fuse box to the rental unit.
39. While the Tenant was inconvenienced with brief outages on multiple occasions, I do not find that this amounts to a breach of the Act by the Landlord. Once notified, the evidence shows the Landlord fixed the issue timely given the circumstances. On the totality of the evidence I am not convinced the Landlord withheld a vital service or failed to properly maintain the rental unit. Furthermore, I am not convinced that the electricity going out for the short durations described substantially interfered with the Tenant.

Water

40. Running water is a vital service under section 21 of the RTA. The Tenant testified credibly that, throughout the tenancy, water pressure was frequently insufficient particularly during early morning hours. The evidence includes text messages and videos. Importantly, the Tenant did not allege that the Landlord intentionally withheld the water.
41. The Landlord acknowledged that the water softener regenerated during early morning hours and that the Tenant was not clearly informed of the regeneration schedule.
42. The evidence demonstrates that multiple times, the Tenant had low water pressure for ordinary residential use, including flushing toilets. Despite this, the Landlord did not withhold the vital service of water.
43. Like the electricity issue above, I must consider *Onyskiw* and take a contextual approach when determining whether the Landlord is in breach of the Act. The evidence suggests that the water softener requires regeneration, there is no way around it. It is unclear what steps the Tenant wished the Landlord to take to resolve the issue. The Landlord eventually adjusted the timing of the regeneration to accommodate the Tenant's schedule. I accept that the Landlord addressed the issue in a reasonable and timely fashion. Accordingly, I cannot find that the Landlord withheld a vital service nor that they were in breach of maintenance as it relates to the rental unit. Furthermore, based on the evidence and

amount of times it occurred, I cannot find that the low pressure described substantially interfered with the Tenant.

Harassment

44. Under section 22 of the RTA, a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant's reasonable enjoyment of the rental unit.
45. Harassment requires more than isolated or trivial interactions. I must consider whether the Landlord's conduct, viewed cumulatively, amounts to harassment or substantial interference.
46. The Tenant testified regarding excessive phone calls, comments and alleged inappropriate inquiries. I accept the Tenant's evidence that these interactions caused her distress. However, the legal test is not whether the Tenant felt distressed, but whether the Landlord's conduct objectively rises to the level of harassment or substantial interference.
47. The Landlord denied any intent to harass and testified that his actions were related to property management. I find that the Landlord's communications might be considered insensitive and may have contributed to the Tenant's stress. However, on the balance of probabilities, they do not meet the high threshold required to establish harassment under section 22.
48. Furthermore, the Landlord is entitled to serve an N5 notice to the Tenant should they feel that the Tenant's behaviour warrants one. The Landlord confirmed that no L2 application was ever filed. Without an L2 application before me, the Board does not have jurisdiction to determine the validity or consequences of the N5 notice. The mere service of an N5 notice, without further action, does not itself constitute a breach of the Act.
49. Similarly, although the Tenant raised concerns regarding illegal rent increases, the Tenant provided little evidence on the effect that multiple rent increase had on her during the tenancy. Accordingly, I do not find the issuing of multiple rent increases to be harassment pursuant to the Act.

L1 Application

50. The central issue in dispute is the quantum of the monthly rent. The Landlord's position is that the monthly rent increased to \$1,900.00 effective January 1, 2023. The Tenant asserts that the rent increase was improper and that the lawful monthly rent remained \$1,650.00 until she vacated the rental unit.
51. The parties agree that if the Board finds the lawful monthly rent increased to \$1,900.00, the Tenant would owe rent arrears of \$1,937.50 up to August 30, 2023, the date the Tenant vacated the rental unit, plus the application filing fee, less the last month's rent deposit and accrued interest on the deposit.
52. The Landlord's evidence is that two N1 notices and one N2 notice of rent increase were served on the Tenant. The Landlord submits that both N1 notices were defective and therefore invalid. The first N1 notice, seeking a 2.5% rent increase to \$1,691.25, was served on July 2, 2022. The second N1 notice was served on July 31, 2022. An N2 notice

was subsequently served on August 12, 2022, increasing the rent to \$1,900.00 effective January 1, 2023. All three notices were entered into evidence. The Landlord's position is that, because the N1 notices were invalid, the N2 notice governs. The Landlord further testified that the rental unit is exempt from the rent increase guideline as it was built after November 15, 2018.

53. The Tenant testified that multiple rent increase notices were served within a short period in 2022 and believed they were retaliatory in response to her filing a T6 application. She further testified that she did not pay the increased rent because she believed the July 31 and August 12, 2022 increases were invalid, as they occurred within a twelve-month period and followed maintenance complaints. Finally, the Tenant submits that the lease agreement restricts rent increases to no more than 2.2% annually, rendering any increase beyond that amount invalid.
54. The evidence establishes that the Landlord advised the Tenant to disregard the first two N1 notices due to errors and to rely instead on the N2 notice served on August 12, 2022, which purported to increase the rent to \$1,900.00 effective January 1, 2023. The N2 notice appears proper on its face, and there is no evidence that it fails to comply with the statutory requirements of the Act.
55. I am not persuaded that the lease provision purporting to limit annual rent increases is binding on the parties. The Act expressly permits landlords to increase rent, and pursuant to section 3 of the Act, any provision in a tenancy agreement that is inconsistent with the Act is void.
56. Notwithstanding, the Landlord provided minimal evidence to establish that the rental unit was built or first occupied after November 15, 2018. While section 6.1 of the Act provides an exemption from rent control for rental units built or first occupied after that date, the only evidence before the Board was the Landlord's brief testimony where he assumes that the unit was exempt. No documentary or detailed oral evidence was provided to substantiate this claim. As this was a clear issue the Board needed to determine, I would have expected evidence addressing the construction or first-occupancy date of the rental unit.
57. In the absence of sufficient evidence to establish the applicability of the exemption, I am not satisfied that the N2 notice is valid. Accordingly, I find that the lawful monthly rent remained \$1,650.00 up to August 30, 2023, the date the Tenant vacated the rental unit.

It is ordered that:

1. The L1 Application is dismissed.
2. The T2 and T6 Applications are dismissed.

May 1, 2026
Date Issued

Brett Lockwood
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.