



Order under Section 31 Residential Tenancies Act, 2006

Citation: Treijs v Eng, 2026 ONLTB 34486

Date: 2026-05-05

File Number: LTB-T-032993-23

In the matter of: P.O. Box 30, 349 Zephyr Rd
Zephyr ON L0E1T0

Between: Dennise Treijs
Steve Denyer
Tenants

And

George Eng
Landlord

Dennise Treijs and Steve Denyer (the 'Tenants') applied for an order determining that George Eng (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.

This application was heard by videoconference on January 23, 2026.

The following attended the hearing:

- Tenant Dennise Treijs
- (Former) Tenant/ Tenant witness Steve Denyer
- Tenant Dennise Treijs' legal representative Tim O'Brien
- the Landlord
- Landlord support Rosemary Fullop
- Landlord's legal representative Latania Dyer

Determinations:

Background:

1. The Landlord filed an A1 application on April 25, 2023 (LTB-L-035746-23) to determine whether the Act applies to the rental unit. The application was scheduled to be heard on October 22, 2024. It was adjourned on that date as the parties agreed that the current T2

application (filed April 24, 2023) should be heard with the A1 application, because if the Act did not apply, the T2 application was not properly before the Board.

2. The Landlord then filed an L1 application for Arrears of Rent (LTB-L-051555-25) on June 23, 2025, and filed a request to have the L1 application heard together with the A1 and T2 applications which were not yet scheduled to be heard. The request was granted by the LTB on July 2, 2025.
3. On October 2, 2025, the Landlord requested to withdraw both the L1 and A1 applications, and the request was granted by the Board.
4. The rental unit is a mobile home/trailer which is located on the Landlord's property. The Landlord resides in a home on the property and both the Tenant and Former Tenant resided in the trailer from April 9, 2010 until Mr. Denyer moved out in June 2024. The Tenant Dennise Treijs continues to reside in the trailer.
5. The trailer was purchased by the Landlord, and the parties made an agreement by which the Tenants would make payments directly to the bank toward the mortgage on the trailer toward ownership of the trailer and also pay \$650.00 per month directly to the Landlord for occupation of the trailer.

Preliminary Issues

Jurisdiction

6. At the hearing, the Landlord submitted that the *Residential Tenancies Act, 2006* (the "Act") does not apply to the rental unit. Section 5 of the Act provides specific exemptions from the Act, and the Landlord relies on the exemption under section 5(n), submitting that the rental unit is "any other prescribed class of accommodation." The Landlord's submissions were unclear how the rental unit fits this definition of "other prescribed class".
7. The Landlord further submitted that the "real substance" of the relationship is a transfer of money for financing of the trailer, which is used for business purposes.
8. The Landlord also noted that they filed a claim against the Tenants in the Superior Court of Justice on October 31, 2025 with respect to their occupancy of the trailer.
9. The Tenant submitted that the Act applies because the rental unit is not exempt under section 5 and that the Landlord's claim in Superior Court is irrelevant to this proceeding.
10. Sections 1, 2(1) and 202(1) of the Act are central to my consideration of whether there is a Landlord Tenant relationship, and provide as follows:
 1. The purposes of this Act are to provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, to balance the rights and responsibilities of residential landlords and tenants and to provide for the adjudication of disputes and for other processes to informally resolve disputes.

2(1) In this Act,

(...)

“landlord” includes,

- (a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,
- (b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and
- (c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;

(. . .)

“tenant” includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant’s heirs, assigns and personal representatives, but “tenant” does not include a person who has the right to occupy a rental unit by virtue of being,

(a) a co-owner of the residential complex in which the rental unit is located,
or

(b) a shareholder of a corporation that owns the residential complex

202(1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

11. These sections taken together suggest that the necessary starting point for the analysis in this case is the protection of the rights of the Tenant residing in the rental unit, and the rights and relationships as between the Tenant and the party or parties who meet the definition of Landlord in respect of this residential tenancy. The “tenant protection” focus of the Act is well established, and has been affirmed by numerous Board decisions and the Courts: *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (QL), 102 O.R. (3d) 590; *Metropolitan Toronto Housing Authority v. Godwin*, 2002 CanLII 41961 (ON CA), [2002] O.J. No. 2514 (ONCA) (QL), 161 O.A.C. 57; *Price v. Turnbull’s Grove Inc.*, 2007 ONCA

408 (CanLII), *MacDonald v. Richard*, 2015 CanLII 34322 (ON LTB), 2008 Carswell Ont 638 (Ont. Div. Ct.).

12. The rental unit that is the subject of this application is Dennise Treijs' (DT's) home. Former Tenant Steve Denyer (SD) also resided in the rental unit until June 2024. DT pays \$650.00 in rent to the Landlord for the right to occupy the unit in addition to a payment to the bank toward ownership of the unit. On the evidence, the parties have either an oral or implied tenancy agreement for DT to occupy the rental unit, she and SD had the exclusive right to occupy the unit, and no other person has that right. DT (and formerly SD) fit squarely within the definition of "tenant" in section 2(1) of the Act. The Tenants are not co-owners of the residential complex nor are they shareholders of a corporation that owns the residential complex. They may also run a business from the rental unit, but this does not mean that they are not tenants.
13. Gerge Eng meets the definition of landlord as he permits the Tenants to occupy the rental unit in exchange for rent paid directly to him (in addition to payments to the bank), and the Tenants interact with him about aspects of the tenancy.
14. The Superior Court proceeding is irrelevant to this application. The Landlord has not shown an exemption to the Act that applies to this situation, and I therefore find that the Act applies.

Request to Amend

15. At the hearing, the Tenant requested to amend the application because the original application, filed by the unrepresented Tenants, did not include any remedy.
16. The amended application, dated October 10, 2024, has two further dates of alleged conduct by the Landlord and seeks an order for a rent abatement of \$1,500.00 (\$500.00 per incident) and an order that the Landlord "comply with his obligations as per the *Residential Tenancies Act, 2006* (the "Act")."
17. The Landlord objected to the request to amend on the basis that it was a substantial change from the original application and the quantum of relief sought increased because it was based on each incident alleged.
18. The Board's Rule 15 provides criteria for determining whether to grant a request to amend at the hearing. Considering these criteria, I granted the request to amend because the amendment was requested when the Tenants retained legal counsel, and it was necessary to do so for the Tenants to have a claim with potential of success. The prejudice to the Landlord is minimal. Although there are two further conduct allegations, the Landlord is aware of the alleged conduct, the remedy sought, and he has the opportunity to defend the claim. Denying the request to amend would be highly prejudicial to the Tenants, as it would deprive them of the ability to advance a claim.

Landlord's evidence

19. The Tenant's legal representative noted that the Landlord did not file any evidence until January 22, 2026, the day before the hearing, and requested that I not consider the evidence as it was not provided in accordance with the Rules.

20. The Landlord's legal representative submitted that she was retained one week prior to the hearing, at which time she requested documents from the Tenants in order to prepare.
21. The Landlord's evidence consists of the Superior Court claim, affidavits of service of that claim, and some case law. As noted above, the Superior Court claim is not relevant to this proceeding and was not considered. The Landlord did not refer me to any of the case law and it was not considered.

T2 Application

22. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$548.00 for an abatement of rent and the application fee.

Substantial interference and harassment

23. DT testified that she and SD had lived on the property since 2010 or 2011, but the conflict with the Landlord only began in 2021. The Landlord served an N12 Notice for his son's use, and the subsequent application was dismissed. The relationship with the Landlord changed after that, and he became "hostile" and unapproachable. She testified that the incidents which form the basis for the claim caused her to miss work due to stress, to fear for her life, and required her to involve police.

April 24, 2023

24. DT testified that on April 24, 2023, she was inside the rental unit and SD and a friend were driving up the driveway. The driveway is approximately 0.6 km long and is shared with the Landlord. The Landlord blocked the driveway with a bulldozer. SD and his friend then walked to the trailer and told her that the Landlord had blocked the driveway so that they could not pass.
25. SD testified that the Landlord was working on the driveway with the bulldozer. SD waited for him to finish, then went to pass him on the left but was blocked by the Landlord. The Landlord called them pigs, and so they eventually left their truck on the driveway and walked to the trailer. After approximately an hour, the Landlord moved the bulldozer. There had been multiple prior incidents with the Landlord which SD characterized as "bickering" and "nonsense," and he testified that he did his best to avoid the Landlord while living there.
26. The Landlord testified that he was grading the driveway and agreed that he blocked it when SD was attempting to drive up. He estimated that he blocked it for about 10 minutes and stated that he did not exchange any words with SD.
27. Based on the evidence of both parties, the relationship between the Landlord and Tenants was strained prior to this incident. I find that the Landlord's deliberate actions in blocking the driveway with a bulldozer so that SD could not pass constitute substantial interference with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household, as the Tenants had the right to use the driveway to access their rental unit.

August 30, 2024

28. DT testified that her father was visiting and was in his truck in her parking spot at the trailer. She stated that her father told her that the Landlord pulled in behind him, approached him asking questions, and told him to “do something about your daughter.” The Landlord’s girlfriend, Rose, told the Landlord to get back in his truck and he did.
29. The Landlord testified that he pulled up to talk to DT’s father and asked what he was doing. He stated that DT’s father insulted him, and he replied that he should “look after” his daughter because she was not paying rent or for the trailer. The Landlord’s girlfriend, Rose, said “that’s enough,” and the Landlord got back in his truck.
30. DT’s father’s statement is hearsay because it is a statement made outside of the hearing room. A hearsay statement is not subject to cross-examination. DT has no independent knowledge of the incident in question.
31. While the *Statutory Powers Procedure Act, 1990* permits administrative tribunals to allow hearsay evidence, in *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083 the Divisional Court found that tribunals must first assess whether the hearsay evidence is necessary and reliable. In *Manikam*, the Court found that the Board’s acceptance of hearsay evidence constituted a breach of procedural fairness because of the inability of the tenant to cross-examine the person who uttered the statement at issue and the hearsay evidence was not both necessary and reliable.
32. DT did not call her father to testify, which would have been the best evidence, and she gave no evidence that he was unable to testify. In this case, the hearsay evidence is not necessary. Therefore, following *Manikam*, I do not accept it as evidence.
33. I find that the Tenant has not established that 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 or obstructed, coerced, threatened or interfered with the Tenant by speaking with her father.

September 23, 2024

34. DT testified that on or around this date, the Landlord’s brother Harry came to the property and went to the back of the rental unit. She followed him while her father stayed in his truck. DT stated that Harry was trying to cut something off the hydro meter with side cutters. When she asked him what he was doing, he said that he was disconnecting the hydro because she was not paying for it and was stealing from the Landlord. DT called 911.
35. The Landlord testified that he was in the house and didn’t see or hear the incident. His brother came to the house and said that DT’s father had hit him with his cane and damaged his truck. The Landlord testified that he didn’t see any damage to the hydro meter and did not remember whether hydro was called after the incident. He stated that he has never threatened or tried to intimidate the Tenant.
36. The Landlord has no personal knowledge of the alleged conduct. The Landlord’s brother’s evidence is hearsay. The Landlord did not call his brother to testify about his recollection of

what happened on that day, which would have been the best evidence for the Landlord about the incident, and he did not provide evidence that Harry was unable to testify. In this case, the hearsay evidence is not necessary. Therefore, following *Manikam*, I do not accept it as evidence.

37. Based on the evidence before me, I find, on a balance of probabilities, that it is more likely than not that the Landlord's brother attempted to tamper with the hydro on behalf of the Landlord. He does not reside at the property, and there is no evidence that he had any relationship with the Tenant. I therefore find it unlikely that he would undertake to interfere with the hydro of his own volition. I find that attempting to tamper with the hydro substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. Harassment is conduct that is either known or ought to be known to be unwelcome. Attempting to tamper with DT's hydro would clearly be unwelcome and also interfered with the rights of the Tenant.

Remedies

38. The Tenants have requested a rent abatement of \$500.00 for each incident of interference or harassment based on the severity and impact.
39. The Landlord's conduct in blocking vehicle access to the rental unit was deliberate and unprovoked and SD's evidence was clear that it was annoying. Attempting to tamper with the hydro was also deliberate and may have been the Landlord's improper retaliation for DT's alleged failure to pay hydro. I find that a total abatement of \$500.00 is appropriate in the circumstances for the two breaches of the Act based on their severity and impact.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$548.00. This amount represents:
 - \$500.00 for an abatement of rent for two incidences of substantial interference/harassment by blocking the driveway and attempting to tamper with hydro
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 16, 2026, the Landlord will owe interest. This will be simple interest calculated from May 17, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by May 17, 2026, the Tenant may recover this amount by deducting \$274.00 from the rent each month from June 2026 and July 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

6. **If the Tenant is in arrears of rent, the amount owing by the Landlord to the Tenant is to be offset against any arrears of rent owing to the Landlord.**
7. The Landlord shall refrain from conduct alleged in the application, including blocking access to the trailer, confronting guests, or tampering with or permitting another to tamper with the hydro.

May 5, 2026
Date Issued

Margo den Haan
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.