



Order under Section 31 Residential Tenancies Act, 2006

Citation: Wade v Thompson, 2026 ONLTB 35318

Date: 2026-05-01

File Number: LTB-T-021719-24

In the matter of: 2, 214 EIGHTH ST W
CORNWALL ON K6J2Z6

Between: Mandy Wade Tenant

And

Lavardo Thompson Landlord

Mandy Wade (the 'Tenant') applied for an order determining that Lavardo Thompson (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 and harassed, obstructed, coerced, threatened or interfered with the Tenant (**T2 application**).

The Tenant also applied for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex (**T3 application**).

This application was heard by videoconference on January 14, 2026. The Tenant and the Landlord attended the hearing. The Tenant was represented by Amber Miller. Nathan Glover and Chrissy Frappier attended as witnesses for the Tenant. Virginia Taillon attended as witness for the Landlord.

Determinations:

1. The Tenant's applications were filed on March 8, 2024. The central issue in dispute is whether the Tenant was entitled to a parking space within the residential complex and whether the Landlord's conduct / removal of this parking space substantially interfered with the Tenant's reasonable enjoyment, constitutes harassment and whether a service and/or facility discontinued by the Landlord.
2. The residential complex is a three-storey apartment building consisting of six rental units. The residential complex contains an unpaved parking lot located at the rear of the building with no numbered parking spaces.
3. The Tenant moved into the rental unit on or about October 2015 and vacated on July 31, 2025.

4. The Landlord subject to this application purchased the residential complex on or about June 2022 and therefore was not the Landlord at the time the tenancy commenced.
5. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.

Tenant's Evidence:

6. The Tenant provided oral testimony at the hearing and testified that at the time she moved into the rental unit she did not have a vehicle and as such, her tenancy agreement was silent on parking privileges.
7. The Tenant stated that she purchased a vehicle on or about the late summer of 2017 and that the former Landlord allowed her to park her vehicle at the residential complex free of charge. The Tenant further stated that during this period and up until she vacated the rental unit that two other tenants were parking vehicles at the residential complex and that there was room for her to park her vehicle.
8. The Tenant testified that the former Landlord would not prohibit her from parking at the residential complex but simply asked that she would not block the driveway. The Tenant further stated that after the new Landlord took possession of the property that he began to request that the Tenant pay for the parking space. The parties agreed on cross examination that the Landlord had served the Tenant an N5 notice of termination on August 3, 2022 (LL exhibit #1) and that this application was withdrawn by the Landlord at a hearing before the Board on September 5, 2023, because the LTB found the Landlord's notice to be defective.
9. The Tenant further testified that after the Landlord's L2 application was withdrawn, that the Landlord began to harass her into removing her vehicle from the residential complex.
10. The Tenant stated that on October 13, 2023 that the Landlord called a tow truck to the residential complex to have the Tenant's vehicle towed away. The Tenant was present at the property on this date and elected to remove her vehicle herself to avoid incurring towing charges and parked her vehicle on the road for approximately two days before resuming parking on the rental property.
11. On or about December 6, 2023, the Tenant stated that the Landlord called a tow truck a second time to the rental unit, in which the Tenant again elected to remove her vehicle from the property and parked it at a neighbouring friends house to avoid towing charges.
12. On or about December 8, 2023, the Tenant testified that the Landlord called a to truck for a third time and further contacted the Police and blocked her vehicle in the driveway. The Tenant also stated that the Landlord physically threatened her on this date by "punching his fist" repeatedly.
13. The Tenant stated that after this incident, she made the decision to refrain from parking at the residential complex due to the harassment from the Landlord and began to park at a neighbouring resident's property from December 8, 2023 until the date she vacated the rental unit. the Tenant confirmed that her neighbour did not charge her a parking fee.

14. Chrissy Frappier provided oral testimony at the hearing and appeared as witness for the Tenant. Ms. Frappier is a friend of the Tenant who resided across the street from the residential complex during the tenancy.
15. Ms. Frappier testified that to her knowledge the Tenant had been parking at the residential complex for several years and recalls on or about December 2021, the Tenant was involved in a motor vehicle collision which totaled her vehicle. On this date, Ms. Frappier had to drive the Tenant home and recalls the former Landlords inquiring from the Tenant if she would be purchasing a new vehicle.
16. Nathan Glover also appeared as witness for the Tenant. Mr. Glover is also a former Tenant of the residential complex and resided at the building from 2022 to 2025.
17. Mr. Glover testified that since he moved into the residential complex that he recalled the Tenant parking her vehicle in the back parking lot.
18. Mr. Glover also testified that on or about December 7, 2023, he recalled an incident where the Landlord was verbally and physically aggressive towards the Tenant in the hallway of the apartment building and that he could see the Landlord swing his fist at the Tenant through his door peephole.

Landlord's Evidence:

19. The Landlord did not dispute that he attempted to tow the Tenant's vehicle on the three dates alleged above, nor did he dispute that a N5 notice of termination and eviction application was filed with the Board and subsequently withdrawn. The Landlord disputed however that he threatened or acted aggressive towards the Tenant or that he acted unlawfully.
20. The Landlord takes the position that at the time he purchased the residential complex that the former Landlord advised him that only two of the six tenants had parking privileges at the residential complex. The Landlord submitted into evidence a copy of a rent roll spreadsheet received by the prior Landlord confirming that only two of the six tenants were paying for parking (Units # 1 & 6 [\$30.00 per month]) (LL exhibit #2).
21. The Landlord also submitted into evidence emails sent to the Tenant prior to October 2023 confirming that he was not hostile or aggressive towards the Tenant and was simply attempting to enforce the parking rules in the residential complex (LL exhibit #3).
22. Virginia Taillon also provided oral testimony at the hearing and appeared as witness for the Landlord. Ms. Taillon is the former landlord of the rental property and was the Tenant's landlord from the time she moved into the rental unit until the summer of 2022.
23. Ms. Taillon testified that at the time the tenancy commenced, the Tenant did not have a vehicle and therefore, her tenancy agreement did not include parking privileges. Ms. Taillon did confirm however that within a few years of the Tenant moving into the rental unit that the Tenant purchased a vehicle and that the Tenant was permitted to park on the residential complex on occasion free of charge as a "curtesy only".

24. Ms. Taillon stated that the parking lot could accommodate up to four vehicles and that only two residents rented a parking space and as such, the Tenant was advised that she could park in the back parking lot so long as she did not interfere with other residents parking or snow removal. Ms. Taillon further confirmed that throughout the winter months the Tenant would park her vehicle in the parking lot most days and that in the summer months she would park on the road occasionally.
25. Ms. Taillon confirmed that at the time the residential complex was sold to the current Landlord that only two tenants were paying for parking.

Findings & Analysis:

26. Sections 22, 23 and 130 of the *Residential Tenancies Act, 2006* (the Act) states in part:

- 22** 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.
- 23** A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
- 130 (1)** A tenant of a rental unit may apply to the Board for an order for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex.
- (3)** The Board shall make findings in accordance with the prescribed rules and may order,
- (a) that the rent charged be reduced by a specified amount;
 - (b) that there be a rebate to the tenant of any rent found to have been unlawfully collected by the landlord;
- (4)** An order under this section reducing rent takes effect on the day that the discontinuance or reduction first occurred.

27. Based on the evidence and submissions before the Board, I find that the Tenant was entitled to a free parking space as of 2017 and that the Landlord unlawfully reduced this service in December 2023 and further find that the Landlord harassed and substantially interfered with the Tenant's reasonable enjoyment of the residential complex on October 13, 2023 & December 6 & 8, 2023 by attempting to tow away the Tenant's vehicle.

28. Section 2 of the Act states that a tenancy agreement may be written, oral or implied.

29. Further, sections 18 and 202 of the Act state the following:

18 Covenants concerning things related to a rental unit or the residential complex in which it is located run with the land, whether or not the things are in existence at the time the covenants are made.

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.

30. The evidence before the Board suggests that the Tenant and the former Landlord had a verbal and / or implied agreement to allow the Tenant to park on the rental property free of charge as of 2017. Although the tenancy agreement is silent on the Tenant's parking privileges, the testimony of the Landlord's own witness and former landlord confirms that the Tenant was permitted to park on the property so long as she did not interfere with the other residents parking spaces or snow removal contractors. As the parking lot was not marked and / or assigned to a specific individual, the evidence suggests that the Tenant was being permitted to park in the lot so long as she did not interfere with other resident's vehicles.

31. I therefore find that the Tenant was entitled to one free parking space as of 2017. Although the former landlord failed to relay this information to the current Landlord, section 18 of the Act is clear that this should not come as a consequence to the Tenant.

32. I therefore find that the Landlord discontinued a service and/or facility to the Tenant and further find that the Landlord's attempts to tow away the Tenant's vehicle are in breach of section 22 and 23 of the Act. I further note that these actions took place shortly after the Landlord withdrew their prior L2 application before the Board and therefore find that the Landlord's actions were retaliatory.

33. I do not find however that the Landlord was verbally and/or physically aggressive to the Tenant on the dates in question as the Tenant provided insufficient evidence to prove these claims. The Tenant did not provide a copy of the Police occurrence reports despite stating that the Police were contacted for these dates and further the Tenant and their witness's testimony with respect to the Landlord allegedly punching his fist at the Tenant was not credible as the alleged dates and location of this incident varied.

34. As the Tenant proved some of the allegations contained in the application, the Tenant is entitled to some or all of the remedies claimed.

Remdies:

General Compensation – T2 Application:

35. The Tenant's T2 application claims general compensation in the amount of \$7,000.00. At the hearing the Tenant and their representative confirmed that his claim is amended from a rent abatement sought on the original T2 application.
36. 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.
37. The Tenant stated that due to the Landlord's conduct, they missed a week from work and were admitted into a psychiatric ward as they experienced undue stress and suicidal thoughts. The Tenant submitted no documentary evidence at the hearing to confirm their hospitalization or leave of absence from work and further, I do not find that the conduct proven at the hearing had such a substantial impact.
38. Therefore, I find that the Tenant is only entitled to \$600.00 in general compensation, which results in \$200.00 per incident that the Landlord attempted to have their vehicle towed.

Rent Reduction – T3 Application:

39. At the hearing the Tenant's requested a 20% rent reduction for the removal of the parking space from December 8, 2023 to July 31, 2025. I find the Tenant's request to be unreasonable.
40. The evidence before the Board confirms that the Tenant did not incur out-of-pocket parking charges when her spot was removed in December 2023. Further the Landlord's evidence relating to the rent-roll confirms that the Landlord was collecting \$30.00 per month from two of the other tenants for the right to park their vehicles at the residential complex.
41. Therefore, I find that the rent should only be reduced by \$30.00 per month as this is what the Landlord was charging the other residents for the right to park at the residential complex. This amount equals a reasonable value of the Tenant's parking space.
42. As such, the Tenant is entitled to a refund of \$593.63 which represents a \$30.00 rent reduction from December 8, 2023 to July 31, 2025.

Filing Fee:

43. The Tenant received a fee waiver for filing the application and as such, no reimbursement of the filing fee is owing.
44. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The Landlord shall pay to the Tenant \$1,193.63. This amount represents:
 - \$600.00 in general compensation
 - \$593.63 for the reduced rent charged from December 8, 2023 to July 31, 2025.
2. If the Landlord does not pay the Tenant the full amount owing by May 12, 2026, the Landlord will owe interest. This will be simple interest calculated from May 13, 2026 at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Fabio Quattrociocchi
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.