



Order under Section 31 Residential Tenancies Act, 2006

Citation: Henderson v 1000140945 ONTARIO INC, 2026 ONLTB 27364

Date: 2026-05-08

File Number: LTB-T-064559-23

In the matter of: 2, 3830 MAIN ST
NIAGARA FALLS ON L2G6B2

Between: Tom Henderson Tenant
Tania Dmyterko

And

1000140945 ONTARIO INC
Tony Maracci Landlord
Mohammed Haque

Tom Henderson and Tania Dmyterko (the 'Tenant') applied for an order determining that 1000140945 ONTARIO INC (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 26, 2026.

The Tenant Tom Henderson, the Tenant's Legal Representative Jennifer Priestly, the Landlord Tony Moracci, and the Landlord's Legal Representative George Brown attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Tenants proved the allegations of harassment and substantial interference contained in the application on a balance of probabilities.

Preliminary issue- Limitation Period

2. Subsection 29(2) of the *Residential Tenancies Act, 2006* (the 'Act') provides that an application must be filed within one year of the conduct complained of; the application was filed on August 17, 2023. The limitation date under the Act is August 17, 2022.
3. The Tenant's application captures conduct occurring as of June 30, 2022.

4. The LTB cannot grant remedies for conduct outside the limitation period. The Tenant acknowledged that no remedy is sought for these events.
5. However, I find that the events listed as occurring between June 30, 2022 and August 16, 2022 are admissible as background and to give context to the tenancy relationship. That is because the Board routinely considers such evidence when assessing whether a party's conduct forms part of a continuing course of conduct within the limitation period.

Preliminary issue- amending the application

6. The property was sold to the current Landlord 1000140945 Ontario Inc. on April 6, 2022. Tony Maracci ("T.M.") and Mohammed Haque ("M.H"), being joint owners and directors of the corporation, were the individual Landlords who interacted with the Tenant and so are landlords for the purposes of this application.
7. The application is accordingly amended to name Tony Maracci and Mohammed Haque as added respondent parties.

Post-hearing submissions

8. The parties were directed to serve and file post-hearing submissions on or before April 18, 2026, in response to my endorsement issued on April 7, 2026. I have considered the submissions filed.

The original lease agreement

9. The rental unit is situated in a duplex. The Tenant occupies Unit #2. Next to the house is a commercial property (**3832 Main Street**) which contains commercial units and one residential unit.
10. It is uncontested that the previous landlord G.P. owned the commercial and residential buildings from March 2010 to July 2020.
11. On April 1, 2012, the Tenant began to rent a business office, described as "**Front Store**", **3832 Main Street**, Chippawa (Niagara Falls) ON referring to a commercial lease, paying monthly rent of \$602.15.¹
12. The Tenant submitted the original written lease agreement with G.P., signed on December 1, 2017 for residential occupancy of **Unit #2, 3830 Main Street**, Chippawa ON. It states that parking is included in the rent for \$15.00 per month. It does not specify whether one or two parking spaces were being rented. The monthly rent was \$800.00.
13. The property was sold to L.J. and S.J. in July 2020. On August 1, 2020, the Tenant entered into a written tenancy agreement with them for the same residential unit. The lease states that the Tenant has one parking spot included in the cost of rent. The monthly rent was \$817.60.
14. The Tenant claims that they were told by L.J. and S.J.'s real estate agent that they had to sign an "identical" but new lease and so the Tenants complied.
15. T.M. submits that he was never provided with the Tenant's lease agreements and that if the Tenant did sign a lease in 2020 it was not on the form presented to the Board.

¹ The commercial lease presented was completed on a "Residential Lease Agreement" form.

The Landlord's corporate office

16. T.M.'s evidence is that, on the eve of closing the sale of the property, the Landlord decided to use residential Unit #1, **3830 Main Street** as their new business office. In his written submissions, T.M. states:

"On the day of closing, being April 6, 2022, I determined that the Seller had rented Unit 1, as such we chose to use 3830 Main Street which was vacant at the time of closing."

17. Although it is not entirely clear, it seems that the Landlord discovered that the vendors had already rented out Unit #1 at **3832 Main Street** to a tenant. The Landlord did not then amend their corporate profile to list Unit #1, **3830 Main Street** as the head office address.

18. T.M. states that neither individual Landlord resides at and neither has ever lived at **3830 or 3832 Main Street**. They each reside in Brampton, ON.

The Law

19. Section 22 of the Act prohibits a landlord from substantially interfering with a tenant's reasonable enjoyment of the rental unit and residential complex.

20. Section 23 of the Act prohibits harassment, obstruction, coercion, threatening or interfering with a tenant. The Board generally defines harassment as engaging in a course of distressing comment or conduct that is known or ought reasonably to be known to be unwelcome. It may consist of an egregious, single incident or a pattern of misconduct.

21. Section 27 of the Act provides that a landlord may only enter a rental unit with written notice given to the tenant at least 24 hours before the time of entry if the landlord reasonably needs to inspect the unit for disrepair or to perform necessary maintenance.

The Tenant claims the Landlord failed to promptly provide their contact information as required

22. The Tenant alleges that the Landlord only provided their contact information one year after becoming the landlord.

23. The Tenant's evidence is that on April 7, 2022, the day after the sale of the property closed, the Tenant met with the Landlords T.M. and M.H. and asked how to endorse rent cheques. According to the Tenant, M.H. wrote down the corporation number on a piece of paper. Neither T.M. nor M.H. gave their last names to the Tenant.

24. Subsection 12(3) of the Act states that "the landlord shall, within 21 days after the tenancy begins, give to the tenant written notice of the legal name and address of the landlord to be used for giving notices and other documents under this Act."

25. The Board interprets this provision as an ongoing obligation inherited by the purchaser. In other words, it applies to new landlords who take over control and management of the rental premises.

26. Tenants need this new information to be able to direct rent payments, to communicate with the landlord and to deliver documents to the landlord relevant to the tenancy. A landlord's failure to keep tenants informed of their current, accurate contact information may be seen as interference with tenant's rights. Certainly, in fulfilling this responsibility, landlords must

also provide tenants with the full names of their building managers, resident managers, superintendents, and/or property managers.

27. The Tenant T.H. testified that on August 22, 2022, the Landlord attended the unit at which time T.H. asked the Landlord for their proper contact information which the Tenant had been requesting of the Landlord for the previous four months. T.H. videotaped the encounter on his phone. The Landlord T.M. would only respond, "I'm Tony", declining to give any further information.
28. The Landlord submitted evidence of a text exchange between the parties on April 10, 2023, in which the Landlord gives a "reminder" setting out their email and mailing address. The Tenant replied with a thank you, stating "we never had your email or mailing address."
29. The Landlord did not present any reliable proof to show that they gave the Tenant their contact information promptly in April 2022. I am satisfied that the Tenant has sufficiently established that this information was not provided to the Tenant in a timely way.

July 2022 request to increase the rent

30. There is no dispute that on July 14, 2022, the Landlord told the Tenant of their expectation that the Tenant would pay market rent. Based on the Landlord's proposal, this represented an increase of 238%, well above the permitted annual guideline increase of 2.5%.
31. The unchallenged evidence is that when the Tenant objected and referenced their rights under the Act, the Landlord T.M. allegedly stated, "I don't give a fuck about the RTA, I'll have you out in 90 days."
32. While no remedy flows from this event, I find it provides context for analyzing what followed.

Obstruction of the driveway

33. The rental property consists of two adjacent buildings owned by the Landlord. A narrow driveway between them provides just enough room for two vehicles to enter and exit the laneway at the same time.
34. The Tenant T.H. testified that beginning in 2022 the Landlord frequently parked vehicles in the driveway in a manner that blocked or impeded the Tenant's ability to enter and exit the premises.
35. He claimed that on August 14, 2022, the Landlord parked their truck in the middle of the driveway. He recalled having to leave for errands and managed to "squeak by" after folding in the side mirrors of his vehicle. He asserts that the Landlord and his adult son were sitting on a porch in view of the driveway but made no effort to move their vehicle.
36. T.H. said that when he returned about 45 minutes later, he noticed that the Landlord had moved their vehicle over a few inches, completing obstructing any entry, and that the Landlord and his son – who were still there – "smirked" and laughed when T.H. realized he would be unable maneuver around the Landlord's vehicle to get to the back parking lot.
37. T.H., who is 70 yrs. old, described how he had to park in the commercial plaza nearby and enter the rental property by climbing over a padlocked fence gate, during which he suffered scrapes on his body. At the time, he also had his blind, diabetic dog with him.

38. In the meantime, he said, the adult son approached the Tenant T.D. (who was on the driveway) aggressively “flailing his arms and screaming and threatening” her about illegal parking and breaking the fence. During this, T.M. was allegedly videotaping the incident on his phone.
39. On August 15, 2022, the Tenant complained to the Fire Department about the Landlord blocking the driveway and their safety concerns. They claimed that they “were literally held hostage” in their apartment for the entire day. It is uncontested that a Fire Supervisor attended the property and directed the Landlord to move the vehicle obstructing access. The Landlord apologized to the Tenant for the incident later that evening by text.
40. While out of time for a remedy, the above contributes to the context of the disputes.
41. The Tenant testified that the Landlord continued to park vehicles in the driveway in the same manner even up to September 2023. They would call the police, who would always refer them to the LTB for resolution.
42. T.M. testified to the contrary: that the Landlord’s vehicles were only ever parked in the driveway temporarily and only when necessary for repairs or maintenance. They denied acting improperly but otherwise did not strongly challenge the Tenant’s evidence.
43. I find, on a balance of probabilities, that the Landlord repeatedly obstructed the driveway after being expressly warned by a fire official. This conduct interfered with tenant ingress and egress and raises legitimate safety concerns. I do not accept that routine or temporary maintenance being performed by the Landlord ever justified this interference.

Parking dispute

44. The Tenant pays rent that includes parking. The Tenant acknowledged that one parking space was included in the original residential tenancy agreement.
45. The Tenant further acknowledged that a second parking space was not included in the residential lease but was rented separately from the former landlord G.P. in connection with their commercial lease for office space next door, also owned by G.P. That term was included in the lease the Tenant signed with the next landlords, L.J. and S.J.
46. According to a letter from L.J. and S.J., as submitted by the Tenant, their commercial tenancy and the associated parking arrangement, ended on September 30, 2021.
47. The Tenant testified that they have historically used two spaces without objection – one for the Tenant and one for the customers of their tax accounting business, which the Tenant also used as parking for their second vehicle.
48. A dispute arose regarding the Tenant’s personal use of a second parking space. The Landlord asserts that the Tenant was not entitled to use it, while the Tenant’s evidence is that they had a reasonable expectation of continued use, which lasted without objection for almost five months after the property sold. It was only then that the Landlord complained.
49. The parties presented a letter from the Landlord’s paralegal James Dondo (J.D.) dated August 17, 2022, which states that continued use of a second space would result in an

extra monthly charge of \$250.00². Additionally, J.D. wrote to the Tenant's Legal Representative J.P. on August 22, 2022 protesting that the Tenant was "again in violation of their lease and parking on the property illegally". J.D. stated:

"My clients are going to allow them 1(one) hour to remove the car before they have it removed. Be advised that this is their last warning and this courtesy email will not be provided the next time the car is parked illegally..."

50. The Tenant's testimony is that they began parking their second vehicle elsewhere and asked clients to do the same as a result of this intimidation.
51. No evidence was led by the Landlord to show that the parking spot the Tenant or the Tenant's customers were using had signage clearly designating the parking as "No Parking" or that was for "1000140945 ONTARIO INC Customers Only", or that it was time-limited. It is also unclear whether the Landlord provided assigned parking in general to tenants.
52. While I might find that the Tenant was not contractually entitled to a second parking space after September 30, 2021, the key issue before me is not entitlement to the space, but whether the Landlord's conduct in addressing the dispute breached the Act.
53. Even where a tenant is not entitled to parking, a landlord must resolve disputes lawfully and without intimidation or self-help.
54. The Landlord was not entitled to demand or to unilaterally impose additional charges, or threaten vehicle removal in the absence of agreement, LTB order or other legal authorization achieved by proper procedure. Threats to impose unilateral charges or remove a tenant's or their guest's vehicle cannot be condoned.
55. An option for the Landlord was to serve an N5 notice of termination on the Tenant and to file an application to evict the Tenant. The Landlord did not take this reasonable step.
56. I find that the manner in which the Landlord and their Legal Representative addressed the issue was harassing, coercive, and interfering, constituting a breach of the Act.

Interference with client parking

57. The Tenant lawfully operates a tax preparation business from the rental unit. Their clients attend briefly to drop off and pick up documents.

Client S.F.

58. On July 17, 2024, the Tenant's customer S.F. signed a declaration describing her experience with the Landlord on April 5, 2023. She states that on that date she took her elderly mother with her to pick up tax documents from the Tenant's office. She described parking in the rear parking lot and recalled that:

"Momentarily, an angry, nasty man approached our car and asked what we were doing there. My response was to pick up my taxes. He responded in a

² The paralegal used the word "accrued" incorrectly, improperly suggesting that the Tenant already owes the money (they do not), implying a collectible running rent balance (it is not), and masking the fact that the Landlord is imposing a new enforceable tenancy term which includes a monetary penalty.

rude, aggressive manner, telling us we can not park here and to move the car. Shocked and disturbed at such a confrontation, we left the property...”

59. S.F. says she parked her vehicle in front of a nearby Foodland store, then walked to the Tenant’s office and informed the Tenant of what had just transpired.
60. The Tenant’s evidence is that they understood from S.F.’s description of the man that he was either T.M. or T.M.’s son. I have no reason to doubt his conclusion.
61. I have accepted the declaration and place considerable reliance on it, despite S.F. not being present for cross-examination. I find the content to be clear, cogent, and persuasive. The statements set out in the document align in key respects with the Tenant’s evidence. S.F. appears to be an independent observer and there is no indication that the declaration is influenced by personal interest or bias.

Client B.D.

62. The Tenant filed a signed declaration from client B.D., dated July 15, 2024. B.D. did not attend the hearing to testify.
63. In her declaration, B.D. stated that she attended the property as a customer of the Tenant on April 13, 2023, and described encountering a truck blocking the driveway.
64. A male exited the truck, approached, and aggressively questioned her about where she was going. When she explained she was attending the Tenant’s tax business, the male identified himself as the property owner and told her she could not park on private property.
65. B.D. stated she left her vehicle “half-parked on a busy road” and walked to the Tenant’s unit. She observed a large parking lot behind the building and did not understand why she could not park there.
66. Upon returning, she maintains that the same individual again confronted her, was verbally abusive, and recorded her with a mobile phone while continuing to shout at her. She called the experience “bizarre” and “disturbing,” noting that she is a Correctional Officer accustomed to dealing with aggressive individuals.
67. I admitted the declaration and have accorded it appreciable weight despite the prejudice to the Landlord who was unable to cross-examine B.D.
68. I find B.D.’s declaration to be detailed, internally consistent, and generally harmonious with the Tenant’s testimony regarding driveway obstruction, hostility toward client parking, and confrontational behaviour by the Landlord. B.D. appears to have no personal interest in the outcome of these proceedings.
69. The Landlord had the declarations in advance of the hearing but chose not to serve and file any reliable evidence in rebuttal or to request a summons. I do not accept the their bald denial, in which they claim that the events never occurred or did not occur as described.
70. Both incidents amply demonstrate that the Landlord enforced alleged parking restrictions through direct confrontation and intimidation of a third party.
71. This conduct interfered with the Tenant’s ability to receive clients, was harassment and it negatively affected the Tenant’s reasonable enjoyment.

The backyard deck

72. The Tenant refers to a letter they obtained from former landlord G.P., dated November 6, 2023, in which G.P. states that “This apartment had an existing deck off the entrance door” for the sole use of this Tenant. G.P. wrote that the deck needed repair in 2017 and so he rebuilt it for the Tenant in mid-June 2018.
73. Despite the Tenant’s assertions that they were renting the deck and without evidence to the contrary, the Landlord demanded on August 17, 2022 that the Tenant remove all personal property from the deck within 48 hours. The Landlord’s Legal Representative J.D. stated in a letter to the Tenant on that date that failure to do so could result in removal of the Tenant’s property at the Tenant’s expense.
74. I am satisfied that the deck forms part of the rental unit. The Landlord had no authority to dictate its use or to threaten seizure of the Tenant’s property. This conduct substantially interfered with the Tenant’s enjoyment of the unit and was unwelcome.

Unauthorized entry and removal of the deck fence

75. In mid-August 2022, the Landlord informed the Tenant that they would remove a shed and adjacent tree in the backyard common area.
76. There is no dispute that the Landlord has exclusive use of the shed. The Landlord asserts that the removal was for the purpose of redeveloping the common area to add parking.
77. A wall of the shed was secured to the deck. The Landlord T.M.’s evidence is that the shed could only be accessed for dismantling if a portion of fencing enclosing the Tenant’s deck was first removed. Their evidence is that they intended to restore the fencing.
78. T.M. attended the property on September 15, 2022. There is no disagreement that no notice of entry was provided. T.M.’s position is that he was entering the common area and so did not require notice.
79. The Tenant T.D. was home and videotaped the entry and the work completed by T.M. on her phone. Video shows that T.M. removed approximately four feet of the deck fencing. In their application, the Tenant asserts that when they objected, T.M. stated “This is bs” and that he was “taking matters into his own hands”. They had to request their Legal Representative to personally attend the unit to intervene.
80. I find the Landlord breached section 27 of the Act with respect to entry into a part of the rental unit to commence the work on the deck. The Tenant had exclusive use of the deck. The Landlord attended the property without serving a proper notice of entry. There was no emergency, and the Landlord did not obtain the Tenant’s consent.
81. I also find that the removal of the deck fencing without notice and without explanation substantially interfered with the Tenant’s reasonable enjoyment of the rental premises.
82. It may be that T.M. was entitled to complete the project but, if so, the Landlord was not entitled to act in the manner chosen. The Landlord ought to have explained the project in writing to the Tenant in advance, identified what part of the Tenant’s living space would be affected, set out timing and work details and served a proper Notice of Entry. If the Tenant had refused entry, the Landlord could apply to the LTB for an order permitting them entry to complete the work.

83. The fact that the shed itself was in a common area does not negate the requirement to comply with the Act when accessing a part of the Tenant's unit.

After-hours communications

84. The Tenant's evidence is that the Landlord routinely communicated by text message or emails after normal business hours regarding non-urgent matters. The Landlord did not dispute the timing of the communications.
85. While the Act does not prohibit after-hours communication, the Board reasonably expects landlords who operate a rental housing business to act with appropriate professionalism, respecting their tenants' privacy, personal boundaries and remote work/work from home interests.
86. In the broader context of the dispute, I find the timing and manner of the Landlord's communications to the Tenant unacceptably contributed to the Tenant's distress.

Conclusion

87. When the Landlord's conduct is considered cumulatively, I find that the Landlord engaged in a pattern of behavior between June 30, 2022 and April 2023 that had the effect of intimidating and greatly distressing the Tenant.
88. The progressive timing of the conduct, particularly following the June 2022 rent dispute, supports the inference that these actions were not coincidental or isolated. The Tenant's reasonable enjoyment of the rental unit and residential complex were substantially interfered with by the Landlord.
89. The evidence supports a finding that the Landlord and the Landlord's Legal Representative engaged in coercion and threatening behaviour. I am satisfied that it is more likely than not that the Landlord knew or ought reasonably to have known that this conduct was unwelcome.
90. Accordingly, the Tenant's application is granted.

Remedies

Rent abatement

91. The Tenant seeks a rent abatement of \$39,496.90, calculated as follows: \$4,496.90 representing 50% of the rent for 11 months, plus \$35,000.00 as compensation for harassment and substantial interference.
92. The Landlord's interference and harassment was fairly intense from August 17, 2022 and September 17, 2022. A rent abatement of 70% for those two months, totalling \$1,144.64, shall be ordered.
93. It is clear that the Landlord's approach to the tenancy did not change. Communications continued to be unprofessional for a corporate landlord. They appeared to deliberately avoid giving their contact information. I find that a 15% rent abatement for the period between September 18, 2022 and April 14, 2023 in the amount of \$844.17 is appropriate.
94. With respect to the parking incidents involving the Tenant's customers on April 5 and 13, 2023, I have considered remedies under the request for general compensation.

General compensation

95. The Tenant is entitled to \$1,000.00 for the illegal entry on September 15, 2022.
96. I find that the Landlord's conduct throughout was objectively capable of causing the Tenant unnecessary mental distress, including high levels of anxiety. The Tenant's evidence establishes that the distress experienced was more than trivial or fleeting.
97. I therefore find it appropriate to also award \$2,500.00 in general compensation.

Administrative fine

98. The Tenants request that the Board impose an administrative fine.
99. Given the pattern and scope of the Landlord's conduct, I find that an administrative fine is appropriate in the circumstances so as to deter similar conduct in future and to reinforce that disputes affecting tenants' rights must be resolved through the Board rather than through self-help or confrontation.
100. I have taken into account that the aggressive behaviour affected not only the Tenant, but the Tenant's customers and it had the ultimate effect of disrupting a lawful business.
101. I am not satisfied that other remedies ordered are sufficient in the circumstances. I have considered that there is no evidence before me of prior administrative fines imposed against this Landlord.
102. Having regard to the totality of the evidence, and to emphasize that compliance with the Act is mandatory, I find that an administrative fine in the amount of \$5,000.00 is proper and proportionate. This amount reflects the seriousness of the conduct and is consistent with the Board's approach in similar cases.

Other remedies

103. The Tenant also asked the Board to order the Landlord to stop the conduct. However, the Tenant vacated the rental unit on December 31, 2025 and this is no longer a remedy that can be ordered.
104. Finally, the Tenant wants the Landlord to return their property which the Landlord has retained or disposed of without lawful right. This claim was not pursued at the hearing.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$5,541.81. This amount represents:
 - \$1,988.81 for a rent abatement.
 - \$1,000.00 as compensation for the illegal entry.
 - \$2,500.00 for general compensation.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 19, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 19, 2026, the Landlord will owe interest. This will be simple interest calculated from May 20, 2026 at 4.00% annually on the balance outstanding.

4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$5,000.00 by May 19, 2026.

May 8, 2026
Date Issued

Elle Venhola
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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.