



Order under Section 31 Residential Tenancies Act, 2006

Citation: Manirakiza v Hazelview properties, 2026 ONLTB 36473

Date: 2026-05-12

File Number: LTB-T-094044-24

In the matter of: 103, 103 103
Ottawa ON K1V7P8

Between: Jar-Manirakiza Tenant

And

Hazelview Properties Landlord

Jar- Manirakiza (the 'Tenant') applied for an order determining that Hazelview Properties (the 'Landlord'):

- 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.
- did not give the Tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant.

This application was heard by videoconference on April 7, 2026.

The Landlord's Agent Becca Fry, the Landlord's Legal Representative Natasha Mizzi, and the Tenant, and the Tenant's Support Person Fiorea Garcia, attended the hearing.

Determinations:

Preliminary Issue

1. the Landlord's Legal Representative submitted the application was filed in 2024, there are a lot of information, but it lacks particulars, specifically dates; therefore, it is impossible for the Landlord to know what defending against.
2. The Tenant submitted that the dates are contained in the evidence/emails, therefore the Landlord is aware of them and can defend.

3. Natural justice requires that a party has the right to know the case to meet/what they have to defend against; the specifics must be in the application, it is not sufficient for them to be in the evidence. Therefore, the application is proceeding based only on the dates contained in the application. Merits
4. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

Withheld or interfered with vital services or care services

5. This issue is dismissed. The application does not contain sufficient particulars; there are no dates or details of a vital service being withheld.

No 72-hour notice

6. This issue is dismissed. The application does not contain sufficient particulars; there are no dates or details. Further, the application mentions there was not a Sheriff's notice, therefore this section is not applicable; it is only applicable if the landlord did not give a tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the tenant.

Harassment

7. The Tenant testified In May 2024 he was subject to daily hate and racism attacks by the tenants in unit #403; things got to the point he was not able to use his balcony for his mental health and disabilities meditation. They stare at him, call him names, and have even come to the door and called him 'a very sick man'. When the Tenant reported the behaviour to the Landlord, the Landlord took the other tenants side. The Landlord emailed and said I'm not happy and they wanted me out. The morning of July 29, 2024, approximately 1:00 a.m., the Tenant went out on the balcony, there was a lot of water coming down from unit #403; the water had a chemical smell to it. The Tenant's walker slipped and he fell, hitting his shoulder; he had to go the hospital after this happened, and has been followed by doctors for his arm. The whole incident was caught on video, but it is not in evidence. The Tenant also testified that in February, March, and April 2024, the electricity bill for their unit was extremely high, therefore someone was using the electricity. The Tenant reported the problem to the Landlord, but they never got back to him. All this amounts to ongoing harassment by the Landlord. Therefore, the application should be granted and the requested remedies awarded.
8. The Landlord's Legal Representative advised no witnesses are being called. The representative submitted the Tenant did not present any evidence to support his testimony, and no evidence proving the Landlord's responsibility. The allegations are vague, and the evidence is non-existent; the Tenant's application should be dismissed.
9. The Tenant's testimony was difficult to follow, vague, and lacked corroboration. Therefore, I find that the Landlord / Landlord's Agent did not harass, obstruct, coerce, threaten or interfere with the Tenant. Accordingly, this part of the application is also dismissed.

10. As all reasons in the application have been dismissed, the application is dismissed in its totality.

It is ordered that:

1. The Tenant's application is dismissed.

May 12, 2026
Date Issued

Diane Wade
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.