



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-023854-24

In the matter of: Upper Level, 71 Jessie Street
Brampton ON L6Y1L8

Between: Crystal Gaudaur Tenant

And

Edward Miranda Landlord

Crystal Gaudaur (the 'Tenant') applied for an order determining that Edward Miranda (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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on October 15, 2025 and January 20, 2026.

Only the Tenant, the Landlord and the Landlord's legal representative, Bavithra Vigneswararajah, attended the hearing on October 15, 2025. The same parties also attended the hearing on January 20, 2026. The Tenant's witness, Jonathan Gaudaur, also gave testimony on the January 20th hearing date.

Determinations:

1. On October 15, 2025 the Tenant signed in late for the hearing between 10:03am and 10:56am. They would sign in and get disconnected during this time. On this basis, the Tenant requested an adjournment of their hearing because they alleged that they were at the airport in Denver attending to a last-minute work scheduled flight. They were also unprepared to proceed at the hearing because they had not adequately prepared and had not ensured that they had a copy of their application to make submissions about it or their evidence readily available.
2. The Landlord was opposed to an adjournment on the basis that they had a preliminary issue with respect to the Tenant's pleadings and because they were paying a legal representative to attend the hearing and for preparation fees. Also, because the Tenant had not requested to reschedule the hearing in advance which caused them further expense to prepare.

3. The Landlord also opposed the adjournment on the basis that the Tenant had already been given additional time to submit an amended application and their disclosure evidence, and they failed to do so despite the additional time.
4. The Tenant in reply stated that there are many incidents that have happened since they filed their application that they want to include a plethora of additional materials as evidence. However, the Tenant failed to provide a reasonable explanation on why they had not provided the additional submissions to the Landlord or the Board prior to the hearing considering the application had been filed on March 22, 2024.
5. On this basis, it appeared that the Tenant in actual fact was requesting an adjournment so that they could amend their application and provide their disclosure evidence and to better prepare for the hearing. The Tenant acknowledged that they had received the notice of this hearing on January 7, 2026 and took no steps to submit any further documentary evidence or submissions.
6. This matter had been before the Board at an Adjudicative Case Conference on January 13, 2025 and an interim order was issued after that hearing on January 28, 2025. The interim order required that the Tenant amend their application by January 31, 2025 and to upload a completed Certificate of Service on how they served a copy to the Landlord. This also included their disclosure evidence by this date. The Tenant failed to comply with the interim order.
7. On February 7, 2025 the Tenant filed a request to extend time to submit additional FOI request information relating to police reports. On February 14, 2025 the Board endorsed the Tenants request and provided additional time until February 14, 2025 and for the Landlord's reply by February 28, 2025. The Tenant again failed to comply with their own request.
8. Even leading up to this hearing – more than a year after their requests to extend time for their disclosure and amended application., the Tenant still did not serve the Landlord any amended applications or additional disclosure.
9. Pursuant to section 183 of the *Residential Tenancies Act, 2006* (the 'Act') the Board must adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
10. On this basis, I found it would be procedurally unfair and prejudicial to the Landlord to permit the Tenant the opportunity to adjourn the hearing so that they can perfect their application and submit further evidence. Accordingly, the adjournment request was denied.
11. The Tenant also failed to provide any documentary evidence supporting their assertion that they were required to take a flight at the last minute through their employer.
12. The Landlord submits that the Tenants application lacks sufficient particulars and that the Landlord does not understand how the Tenant formulated their requested remedies. On this basis, the Landlord submits that the application should be dismissed.
13. After reviewing the application filed by the Tenant, including the word document that accompanied it with their respective evidence, I found that the application had sufficient enough particulars with dates and times and allegations that it would be reasonable for the

Landlord to be able to respond to such allegations. Therefore, the Landlords request to dismiss the application on a preliminary basis was denied and the application proceeded based on the original filing of the Tenants application and their attached schedule.

14. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
15. The Tenant submits that the Landlord engaged in a series of harassing behaviours including, installing wifi switches in the unit and arbitrarily turning on and off the lights in the rental unit. The Tenant further submits that the Landlord installed a timer in the bathroom that restricted their reasonable use of the bathroom for bathing. The Tenant further submits that the Landlord was entering the rental unit and spying on the Tenant and also blocking their use from the internet which was included in their rent.
16. The Tenant submits that this not only was harassing, but that it also interfered with their reasonable enjoyment of the rental unit.
17. The Tenant further submits that the Landlord interfered with the supply of a vital service by messaging the Tenant that they would be replacing all of the light fixtures on March 7, 2024.
18. A vital service is defined under subsection 2(1) of the Act as:

“vital service” means hot or cold water, fuel, electricity, gas or, during the part of each year prescribed by the regulations, heat.

19. Under Ontario Regulation 516/06 subsection 4 describes a vital service as:

Definition of “vital service”

4. (1) For the purpose of the definition of “vital service” in subsection 2 (1) of the Act, September 1 to June 15 is prescribed as the part of the year during which heat is a vital service. O. Reg. 516/06, s. 4 (1).

(2) For the purposes of subsection (1), heat shall be provided so that the room temperature at 1.5 metres above floor level and one metre from exterior walls in all habitable space and in any area intended for normal use by tenants, including recreation rooms and laundry rooms but excluding locker rooms and garages, is at least 20 degrees Celsius. O. Reg. 516/06, s. 4 (2).

(3) Subsection (2) does not apply to a rental unit in which the tenant can regulate the temperature and a minimum temperature of 20 degrees Celsius can be maintained by the primary source of heat.

20. Light fixtures are not a defined vital service under the Act, accordingly, this allegation is dismissed.
21. Even if I were to consider the Tenants allegations that the Landlord interfered with their heat in the rental unit, I am unable to find that the Landlord interfered with a vital service.

22. The Tenant provided no specific dates that this may have occurred aside from their submissions regarding their installation of their own fireplace on January 22, 2024 to which they claim the Landlord would arbitrarily turn off and allege that the Landlord must have entered the unit illegally to discover that the Tenant had the additional appliance. The Tenant provided no specific dates or temperature readings at the hearing to suggest that the Landlord deliberately interfered with the heat. They also provided no specific dates of when the Landlord may have entered the rental unit without notice.
23. Also, after the hearing was coming to an end at closing, the Tenant further submitted that the Landlord turned off the hydro for approximately 5 hours, but they provided no details of this allegation in their T2 application or in their evidence in chief and gave no date this occurred. On this basis I am also unable to find in favour of the Tenant that the Landlord interfered with their hydro.
24. With respect to the issue of an ongoing harassment, the Tenant failed to establish this was the case. Most of the Tenant's evidence lacked specific instances with details regarding the date an event occurred. The Tenants evidence mostly consisted of very broad and generalized allegations that were not supported by any documentary evidence at the hearing.
25. For instance, the Tenant alleged that sometime during the tenancy, after October 12, 2023, that the Landlord installed wifi switches on every device in the home. The Tenant further accused the Landlord of having control of all of the devices and would arbitrarily turn them off. The one example was relating to the turning off of the bathroom light after it was only on for 15 minutes. The Tenant provided no date of when this occurred. She then went on to state that the Landlord came in some time after and installed a one hour ticking timer on the fixture, but they could not recall the date this happened.
26. In support of this, the Tenant questioned their brother as a witness because he had helped her move into the unit in mid-August of 2023. The Tenant's brother testified that there were only normal standard light switches at the time and a timer in the bathroom. They testified that when they were helping the Tenant move out on or about September of 2025, there were wifi switches and wifi plugs installed in the living room "for sure" and also in the bedroom, front hallway and living room.
27. The Landlord disputes installing the WIFI lights after the Tenant moved in and insisted that they were already installed prior to the Tenant moving into the unit in mid August of 2023.
28. The Landlord lived in the upper portion of the house for several years prior to the Tenant moving in. They had installed WIFI light switches to all areas of the house with the exception of the front and back porch lights. They installed these switches prior to going for an extended time away in Portugal which was at least 6 months prior to occupancy. The Landlord submits that they were installed so that they would come on at regular times to make it look like someone was home while they were away.
29. The Landlord further clarified that when the Tenant moved in, there was a switch in the bathroom with a WIFI timer and the Tenant could not figure out how to operate it correctly. It was automatically turned on by a motion sensor when someone entered the bathroom and it would turn off if there was no activity after 15 minutes. After the Tenant complained that they could not figure out how to operate the automatic switch, the Landlord changed the switch back to a turn dial 60-minute timer. This was done on or about March 7, 2024.

30. I do not find the Tenants evidence compelling with respect to the Landlord arbitrarily turning on and off the lights in the rental unit because the Tenant provided no specific date of when this occurred. With respect to the allegation of interfering with the light switches in the bathroom, I prefer the evidence of the Landlord in that they were installed in response to the Tenants complaint regarding the WIFI switch in the bathroom.
31. The Tenant also led insufficient evidence to establish the grounds of the Landlord entering the rental unit when they were not home.
32. With respect to the Tenant bringing in the fireplace to the unit, I do not find that the Landlord entered the rental unit illegally to discover the Tenants use of the appliance. More likely than not the Landlord discovered the fireplace after reviewing their exterior camera footage noting the time the Landlord first started having issues with heat in their basement unit as a result of the installation of the fireplace starting in late January of 2024.
33. With respect to the Tenants allegation that the Landlord was arbitrarily blocking the internet to the Tenants unit, I also do not find that the Tenant has met their burden to establish this.
34. The Tenant submitted that on February 4, 2024 she was sitting in the living room watching tv and the Landlord shut off the WIFI which disrupted their programming. In support of this the Tenant testified that she had to go out and purchase her own WIFI as a result. However, the Tenant provided no documentary evidence supporting this. Additionally, the Tenant stated that on February 26, 2024 the Tenants mother attempted to connect to the WIFI and received an error message and there was communication with the Landlord to allow the device on their network. Either way, once the Landlord was aware of the issue, they checked with the security on the Rogers app and allowed the Tenant's mother to use the wife within an hour.
35. I find the Tenants evidence lacked credibility. It doesn't makes sense that the Tenant would complain about their mother not being able to access the WIFI on February 26th if the Tenant did in fact purchase their own internet in response to the issue on February 4th.
36. For all of the reasons above, the Tenant failed to establish the grounds in their application on a balance of probabilities and failed to lead evidence in support of granting their requested remedies. Accordingly, the application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 6, 2026
Date Issued

Terri van Huisstede
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.