



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-078828-25

In the matter of: 308, 561 Sherbourne Street
Toronto Ontario M4X 0A1

Between: Serena Asitaki Tenant

And

harrington housing inc Landlord

Serena Asitaki (the 'Tenant') applied for an order determining that harrington housing inc (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on April 9, 2026.

Only the Tenant attended the hearing.

As of 1:30pm, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities.
2. The Tenant filed a T2 Application on September 22, 2025, which alleged that the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant.
3. The Tenant testified that the issues started on or about May 2025, when the Landlord advised the Tenant that they owed rent despite them paying it. The Landlord repeatedly told the Tenant that they have to pay the rent, and threatened eviction. The Tenant stated that there was an incident that took place in May 2025, when a Landlord's Agent attended the rental unit without notice. The Landlord's Agent made remarks such as "You people never pay rent", and "I have the right to be aggressive". The Tenant submitted a video of this incident. The Tenant testified that another one of the Landlord's Agent demanded that they pay a \$900.00 cancellation fee, despite them asking the Tenant to vacate the rental

unit and threatening them with eviction. The Tenant testified that actions were ongoing, which eventually forced her to move out of the rental unit.

Legal Analysis

4. Section 23 of the Act states the following:

23 A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

5. Based on the uncontested evidence before me, I find on a balance of probabilities that the Landlord engaged in harassing conduct when the Landlord repeatedly asked the Tenant for payment of rent despite them paying the rent, and when they attended their rental unit without notice. I found the Tenant's testimony to be credible, and the Landlord was not present to contradict the evidence of the Tenant.

Remedies

6. The Tenant is requesting a rent abatement in the amount of \$5,360.00 for the ongoing harassment that the Landlord engaged in for the months of May, June, July and August 2025. The Tenant stated that the Landlord sent a text message to the Tenant in August, despite them moving out. The Tenant testified that this caused them a lot of stress, and resulted in them incurring costs to move out of the rental unit. Abatement of rent is a contractual remedy on the principal that if a tenant is paying 100% of the rent, then the tenant should be getting 100% of what they are paying for, and if they are not getting that, then a tenant should be entitled to an abatement equal to the difference in value. In the case before me, I do not find that an abatement in the amount of \$5,360.00 is appropriate, as the Tenant was able to access their unit other than there being the issue of the Landlord repeatedly asking them to pay their rent, and the incident that took place on May 5, 2025. However, I find it appropriate to award the Tenant a rent abatement for interference that the Tenant experienced due to the Landlord's actions. Based on my knowledge of similar cases, I find a 5% of rent abatement is appropriate in these circumstances, totaling to \$269.25 is appropriate in these circumstances. This amount is calculated as follows: 5% of the monthly rent in the amount of \$1,795.00 = \$89.87x3 months = \$269.25. I heard the Tenant's submissions that they are requesting a rent abatement for the month of August, however as the Tenant vacated I do not find it appropriate to award a remedy for this month, as the Tenant vacated in July 2025, and I do not find that the Tenant proved that the Landlord's actions in August rise to the level of harassment where a remedy would be awarded.
7. The Tenant is requesting out-of-pocket expenses in the amount of \$2,095.00. This amount represents one month's rent deposit in the amount of \$1,795.00 and the remainder are costs that represent the amount the Tenant incurred to move out of the rental unit. This amount included costs for renting a car, a driver, and a handyman to assist in carrying her stuff. As this application was not made under s.135 of the Act which addresses money retained or collected illegally by the Landlord, and more specifically regarding the retention of a last month's rent deposit, the return of last month rent deposit in the amount of \$1,795.00 will not be awarded in this application. The Tenants did not provide any invoices or receipts that substantiate the amount that the Tenants paid out of pocket for moving

expenses. The Tenant limited their submissions to general statements that were not corroborated by any supporting evidence or details (such as but not limited to an invoice for the moving expenses). I am therefore unable to ascertain the reasonableness of these costs as described by the Tenant. As such, I find that the Tenant failed to meet the burden of proof to establish their claim in this regard. I am therefore not satisfied on a balance of probabilities that the Tenant proved these costs, and this amount will not be awarded.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$317.25. This amount represents:
 - \$269.25 for a rent abatement.
 - \$48.00 for cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 23, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 23, 2026, the Landlord will owe interest. This will be simple interest calculated from May 24, 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.

May 12, 2026
Date Issued

Nathalia Debski
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.