



Order under Section 31 Residential Tenancies Act, 2006

Citation: Martlin v Roopnarine, 2026 ONLTB 37837

Date: 2026-05-19

File Number: LTB-T-036484-24

In the matter of: 3, 17 WEBBER AVE
HAMILTON ON L8N1W4

Between: Chris Martlin Tenant

And

Ramesh Roopnarine Landlord
Webber Holdings Inc.

Chris Martlin (the 'Tenant') applied for an order determining that Ramesh Roopnarine (the 'Landlord'):

- entered the rental unit illegally.
- 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 May 7, 2026.

The Landlord's Legal Representative for Webber Holdings Inc, Petar Guzina, the Tenant, and the Tenant's Legal Representative Anthony Corso attended the hearing.

Determinations:

1. As a preliminary matter, Webber Holdings Inc., the Landlord effective September 2025, was added to the file.
2. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall compensate the Tenant as ordered below.
3. The Tenant filed the application May 6, 2024; the limitation period pursuant to section 29(2) of the Residential Tenancies Act, 2006 (the 'Act'), is one-year after the day the alleged conduct giving rise to the application occurred.
4. The tenancy began October 1, 2018.

5. The building contains 10 rental units.
6. The Landlord Ramesh Roopnarine lived in the building until it was sold to the current Landlord Webber Holdings Inc.
7. On March 25, 2021, the Tenant and the Landlord Ramesh Roopnarine entered into a mediated agreement with the assistance of a Board mediator with respect to files SOT-19285-21, SOT-10404-19 and SOL-15167-20; the relevant paragraphs of the agreement, for the purpose of this application, are paragraphs 1, 2 and 5.

Paragraph 1: The parties agree to treat each other with mutual respect and to communicate in a professional manner. The Landlord has installed a "Comment Box" for the Tenant to use to communicate with the Landlord. The parties agree to use the "Comment Box" as a means of communication except in cases in emergency.

Paragraph 2: The Landlord agrees to have the laundry room in the basement open between the hours of 8:00 am and 9:00 pm.

Paragraph 5: The Landlord agrees to repair the Tenant's bathroom door so that it closes properly. The Landlord will do this on or before April 8, 2021.

8. The Tenant testified shortly after the mediated agreement was entered into, the Landlord breached paragraph 1, by padlocking the laundry room door. The pictures in evidence show the laundry was still padlocked throughout 2023 and on April 4, 2024; the Tenant never saw the door unpadlocked during this entire time and believes it still is. The lease clearly states that on-site laundry is included in the monthly rent and free of charge, therefore the Landlord has acted contrary to the lease. The Tenant tried reasoning with the Landlord for a few months then filed at the Board to re-open the mediated agreement based on the Landlord's breach(es); due to errors with the filing, the re-opening did not go forward. Not having laundry facilities is extremely inconvenient; a family member must come get his laundry, do it, then bring it back, all of which costs them their time and related costs for detergent/gas.
9. In respect of illegal entry, on January 16, 2024, the Landlord unlocked the Tenant's door and just walked in. The Tenant was half dressed and felt violated; when the door first opened, he thought he was getting robbed.
10. As to harassment, the Tenant testified on September 28, 2023, the Landlord intentionally locked him in the basement; the Landlord came downstairs, swore at the Tenant then ran upstairs and locked the basement door. The Tenant had to call a neighbour who convinced the Landlord to unlock the door; the Tenant was trapped in the basement for approximately 10 minutes. On April 6, 2024, the Landlord harassed the Tenant while he was accessing his storage unit; the Landlord swore at the Tenant, made derogatory and insulting comments. Anytime the Landlord saw the Tenant, he called him names and spoke very rudely/abusively. The videos taken on June 6, 2025, demonstrate how the Landlord regularly spoke to the Tenant.
11. There have not been any incidents with the current Landlord.

12. The Tenant is seeking a rent abatement of \$884.00 for loss of use of the laundry room for a one-year period; it is now even longer that he has been without on-site laundry facilities. The Tenant is also requesting his rent be lowered \$68.00 per month for loss of free on-site laundry facilities, and \$5,000.00 for pain and suffering for how the Landlord treated him. The Tenant was constantly under threat, which disturbed his sleep and caused depression because of the extent of verbal abuse.
13. On cross examination, the Tenant confirmed that he paid for laundry since he moved in, but he did this to be nice, trying to get along with the Landlord. The Tenant always believed since it was in the lease, he would be able to address if it became an issue later; it was not to change any of the terms. The Tenant also confirmed that, before being fully denied, access to the laundry room was spotty later in 2021.
14. The Tenant's Legal Representative submitted the lease, a live document, and it is clear that the Tenant is to have access to free on-site laundry; this has not been in place for many years. The Landlord's treatment of the Tenant is disturbing, as shown by the videos. The Landlord locking the Tenant in the basement is confinement; such behaviour is unwarranted and considered criminal behaviour. The Tenant deserves the remedies as requested.
15. The current Landlord's Legal Representative submitted that Webber Holdings Inc. should not be responsible for the previous Landlord's behaviour or any related monetary awards. As to the laundry issue, the Tenant is statute barred from pursuing this. The Tenant confirmed that laundry room services were discontinued since at least the end of 2021; the Tenant cannot circumvent the legislation by filing a T2 application when section 130 of the Act requires an application for reduction or discontinuance of service to be filed no more than one-year after the reduction/discontinuance. This part of the application should be dismissed.

Analysis

16. Based on the uncontested testimony before me, I find that the Landlord entered the rental unit illegally on January 16, 2024.
17. In respect of substantial interference, based on the uncontested testimony and submissions before me, I find the Tenant is statute barred from pursuing the laundry room related issues. The lease is clear; it says free on-site laundry is provided/included in the rent. It is also clear that there was a mediated agreement dated March 21, 2021, that included the hours the laundry room was to be open/available; the agreement did not deal with the issue of 'free' laundry facilities. The Tenant testified when the Landlord breached the mediated agreement very shortly after it began, the Tenant attempted reasoning with him for a few months; when this failed the Tenant attempted to re-open the mediated agreement but due to technical/filing issues, it could not proceed. As there was no testimony to the contrary, it appears from this time forward, the Tenant did not take any legal steps to gain access to laundry facilities until the filing of this application in early May 2024, thus approximately 2 to 2 ½ years later. Although this application is filed as a T2 pursuant to section 29 of the Act, the remedy being sought includes a permanent rent reduction which is properly pursued under section 130(1) of the act via a T3 application. Section 130(4) of the Act says, "An order under this section reducing rent takes effect on

the day that the discontinuance or reduction first occurred". Pursuing a permanent rent reduction for a discontinuance in services via a T2 application cannot be used as a means of circumventing the legislation and section of the Act that properly deals with the issue.

18. Also, the Tenant testified he had been paying for laundry since he moved, albeit to be nice/get along, not to alter the terms of the lease. However, as set out by the caselaw, a party's actions can be considered when determining whether there is an implied contract or term (see as examples EAL-65791-17 (Re), 2017 CanLII 60551 (ON LTB), Neumeyer v Murphy, 2022 CanLII 137182 (ON LTB), Dakwar v Homestead, 2024 ONLTB 28063 (CanLII), Lafergola v. French, 2025 ONSC 1619 (CanLII)). Although the referenced cases deal with the landlord charging for parking, their findings are based on an oral or implied contract/term, therefore, logically, the same analysis applies to laundry facilities and/or charges for laundry. Therefore, I find based on the Tenant not raising the issue of having no laundry facilities for a 2 to 2½ year period constitutes an implied agreement that laundry facilities are not included. As laundry utilities are not included, the Tenant is also not entitled to any laundry related costs.
19. The application included a broken front entrance buzzer, as there was no testimony on this issue, it is dismissed/considered abandoned.
20. Therefore, for the reasons above, I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant; accordingly, this portion of the application is dismissed.
21. As to harassment, based on the uncontested testimony and evidence before me, I find that the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant. I accept the Tenant's testimony with respect to the Landlord locking him in the basement for 10 minutes on September 28, 2023. I also accept that the incident on April 6, 2024 occurred, and that the Landlord, continually spoke to him in an abusive and derogatory manner. Although the Tenant did not have video or a recording of the incident in 2024, the Tenant produced 2 videos dated June 6, 2025, which corroborate that the Tenant's testimony as to how the Landlord still spoke to him after the 2024 incident.

Remedies

22. The Tenant submitted that the remedies related to the Landlord stopping the behaviour and paying an administrative fine are not being pursued.
23. The Tenant's requested remedies are based on all aspects of the application, but as the claims with respect to substantial interference were dismissed, any remedies awarded shall be adjusted accordingly.
24. As the monetary amount requested as a rent abatement is based on the laundry room issues, including the affiliated costs incurred, this remedy is denied.
25. In respect of a pain and suffering award, this can only be based on the three dates that were granted: illegal entry on January 16, 2024; harassment on September 28, 2023; and harassment on April 6, 2024. Where a landlord's behaviour is such that it causes great distress and upset, an award of damages for pain and suffering is appropriate because

abatement is inadequate to compensate for those intangible losses; here, abatement was not part of these allegations, thus, a pain and suffering award is warranted.

26. The basement incident amounted to confinement, a criminal act, and the Tenant testified how the Landlord's harassing, abusive conduct made him feel vulnerable and greatly belittled; he felt like he was always under threat. Therefore, I consider a general damages/pain and suffering award of \$400.00 to be appropriate.
27. As the incidents the awarded remedy is based on are with respect to conduct of the Landlord Ramesh Roopnarine and occurred prior to the new Landlord taking possession of the property, I am severing the liability of the current Landlord; the Tenant shall pursue these remedies against the Landlord Ramesh Roopnarine.
28. As the Tenant was partially successful in his application, the Tenant is entitled to reimbursement of the application filing fee.

It is ordered that:

1. The Landlord shall pay the Tenant \$400.00 for pain and suffering.
2. The Landlord shall also pay the Tenant the application filing fee in the amount of \$49.00.
3. The total amount the Landlord owes the Tenant is \$448.00.
4. The Landlord shall pay the Tenant the full amount owing by May 23, 2026.
5. 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.
6. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 19, 2026
Date Issued

Diane Wade
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.