



Order under Section 31 Residential Tenancies Act, 2006

Citation: Gulati v Farhad Akhtar, 2026 ONLTB 37671

Date: 2026-05-15

File Number: LTB-T-000158-23

In the matter of: 2206, 3 Massey Square
EAST YORK ON M4C5L5

Between: Mayank Gulati Tenant

And

Sherin Farhad Akhtar Landlord

Mayank Gulati (the 'Tenant') applied for an order determining that Sherin Farhad Akhtar (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 first before the Board on January 3, 2024, at which time the Tenant's testimony was completed. The application was then adjourned on April 3, 2024, January 9, 2025, and December 3, 2025 either on consent or at the Landlord's request. The remainder of the application was heard by videoconference on January 27, 2026.

The Tenant's legal representative Moezzam Alvi, the Tenant, Landlord's legal representative Muhammad Alam, and the Landlord signed in to the hearing on January 27, 2026.

This application was part of a half-day adjourned block scheduled to run until 1:00 p.m. There was another half-day block scheduled at 1:00 p.m. The Tenant's evidence in chief was completed at the January 3, 2024 hearing and the parties estimated that the matter would require 60 more minutes, which was the amount of time that the Board allotted.

I called the matter at 10:41 a.m. Neither the Landlord's legal representative nor the Tenant's legal representative were present in the hearing room. I held the matter down and recalled it at 11:33 a.m. The Landlord's legal representative had returned to the hearing room, but the Tenant's legal representative had not.

The Tenant contacted his representative, who indicated that he would be addressing another matter for a different client until at least 12:00 p.m. and would not be joining the hearing. The

Tenant's evidence having been completed at the January 2024 hearing, he decided to proceed with the hearing on his own.

Determinations:

Preliminary Issue

Request to amend

1. The original application, filed on January 3, 2023 by the then-unrepresented Tenant, did not include remedies for the allegations of substantial interference or harassment.
2. On December 27, 2023, the Tenant filed a request to amend the application (included in the evidence served on the Landlord prior to the first hearing date) after retaining legal representation. The amended application added a request for a rent abatement, an administrative fine, and reducing the out-of-pocket expenses sought in order to reflect the limitations period in subsection 29(2) of the *Residential Tenancies Act, 2006* (the "Act").
3. At the hearing on January 3, 2024, the Landlord objected to the amendment on the grounds that it was made 11 months after the application was filed and increased the prejudice to the Landlord due to the increased remedies.
4. The Board's Rule 15 provides the Board discretion to grant a request to amend if it is "appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding."
5. I granted the request to amend because it was served in accordance with the rules seven days in advance of the hearing, did not cause any delay to the proceeding, and the Landlord was on notice prior to the hearing of the increase in remedies sought. There is no prejudice to the Landlord, who knew the case to meet prior to the hearing, and there would be significant prejudice to the Tenant in denying the request, because the Tenant would be unable to seek a remedy. The conduct alleged appears to be ongoing, and it would not be expeditious to require the Tenant to file a new application.

T2 application

6. As explained below, the Tenant proved most of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$5,225.00 for damages for substantial interference and harassment, parking charges, the mail key, and the application filing fee, and an administrative fine of \$250.00 to the LTB.

Substantial interference & Harassment

7. The same facts apply to the allegations of substantial interference and harassment in the application.
8. The rental unit is a condominium unit in a high-rise building. The tenancy began January 1, 2021 for a one-year term with a lawful monthly rent of \$2,000.00. The monthly rent

increased at some point to \$2,056.00. Parking was an additional charge of \$55.00 per month, payable to the condominium property management.

9. The tenancy agreement included an appended page of handwritten terms (DOC-2485746 at page 23) which purports to increase the rent to \$2,200.00 in June 2021 based on the economy.

Mail Key

10. The parties agreed that the Tenant requested a mail key from the Landlord in early 2022 because the condo management will only give a key to the Landlord. The parties disagreed on exactly when he made the request, but the receipt entered in evidence by the Tenant shows that he paid the condo management \$12.00 on March 20, 2022. He testified that he received his mail for 9 or 10 months by waiting for the mail carrier because the Landlord did not provide the key. He reminded the Landlord in November 2022 and eventually received the key in December.
11. The Landlord agreed that the Tenant asked her for a key, he paid for it, and she collected the key. She testified that although she was in Canada until July, she did not give it to the Tenant because he never came to her, called her, or sent her a text to ask for it. She then left the country for several months and so she provided it to him in December when she returned to the country following his reminder to her. There was no evidence that she reimbursed the Tenant for the key.
12. I find that 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 when she failed for 9 to 10 months to give the Tenant the mail key that he paid for. On the Landlord's own evidence, the Tenant did not have access to mail via his mailbox for at least nine months.

Parking

13. The Tenant testified that his car was written off in November 2021 following an accident and he informed the Landlord that same month that he no longer required parking. The condo management required the Landlord to cancel parking, rather than the Tenant, and the Landlord did not do so. The Tenant paid the \$55.00 monthly fee until March 31, 2022 when the Landlord cancelled the parking.
14. The Landlord testified that she was out of the country from December 2021 to February 2022 and tried her best but that the delay was not her fault.
15. The amended application seeks reimbursement of the parking charge for the period that falls within the limitations period under subsection 29(2) of the Act, namely for January through April 2022.
16. I find that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit by failing to cancel the parking. The Tenant was unable to cancel the parking himself, and due to the Landlord's inaction, he incurred expense. He is entitled to reimbursement of the out-of-pocket expense due to the Landlord's conduct. Because the

parking was restored on March 31, 2022, the Tenant is entitled to reimbursement for three months of parking (January, February, and March) in the amount of \$165.00.

17. The Tenant testified that he got a \$30.00 parking ticket for using a visitor parking spot on December 21, 2022 (in evidence) and requests reimbursement. The ticket date does not match the Tenant's testimony that he got a new car on November 12, 2023 and asked the Landlord to reinstate his parking through the condo management. I find that the Tenant has not proven this ground of the application as it appears that the ticket was given a year before the Tenant testified that he got his new car.

Rent Increase requests

18. The Tenant testified that the Landlord began asking him for a rent increase of \$200.00 per month in 2021, approximately six months after he moved in. As a recent newcomer to Canada living in his first apartment, he was unaware of the rules regarding rent increases until he spoke with colleagues.
19. The Landlord and Tenant had a discussion during which she informed the Tenant that she was finding it hard to pay her bills without a rent increase. On December 30, 2022, the Tenant sent a message to the Landlord informing the Landlord that three months' notice was required for a rent increase and attached a copy of the Board's N1 Notice to Increase Rent. The Landlord responded: "that pdf is for Rental property... My apartment is Private (Residential) ... it is not applicable for my one. [sic]"
20. The Tenant submitted a letter received January 17, 2023 from paralegal Abdul Shafiqullah, hired by the Landlord (DOC-2485746 at page 121) which states:

This is to inform you that your tenancy agreement with my client is no longer valid or enforceable.... This also means that your stay has been illegal since the termination of the rental contract you were in and you shall be deemed as having a status of illegal occupants in the eyes of the law.

...you are advised to leave right away upon an amicable and mutual arrangement with my client. Should you fail to follow or behave accordingly, the matter will be escalated to the Landlord and Tenant Board Ontario.... [which] could also be reputation tarnishing for you as well once evidence and decisions go against you in the court of law and that you are deemed guilty.

My client and I want a peaceful exiting of you by the end of the month from the property without causing further hassle for us.

21. The Tenant testified that he felt stressed and afraid after reading this and asked the Landlord to stop calling him. The Landlord called him 13 times in January after the Tenant's request to stop.
22. On February 1, 2023, the Landlord sent the Tenant the following message (at pages 78 and 79 of the Tenant's documents):

So let me be clear your LEASE TERM is over and you have been ordered to vacate no matter what the circumstances are! If you don't comply to vacate the place I would take help from higher authorities and police if I have too. [sic]

If you have been in contact with LTD [sic] I want you to give me proof that you have been in contact with them or I will go to authorities for false information. If you don't comply with all these I will inform your work place about harassing your landlord and putting me under so much pressure and torment.

...

If you don't reply to my email I will be forced to enter in my apartment as you are not responding and it will be my right as you are unresponsive and I have to enter into the apartment."

23. The Tenant testified that he received 74-75 calls between March 1, 2022 and May 16, 2023 from the Landlord about increasing the rent. Thirteen or fourteen of these calls were after 8:00 p.m. The Tenant submitted a call log into evidence to substantiate the allegation. The Landlord told him on April 2, 2023 that the rent going forward would be \$2,300.00.
24. He testified that he stopped taking the Landlord's calls because he felt threatened, and the same content of the calls was always the same: he should move out or pay an illegal rent increase. He testified that the calls were stressful, detrimental to his mental health, and affected his sleep, focus, and anxiety. He was worried about being called by the police, the Landlord calling his work, being sued, and any effect on the status of his Permanent Resident application.
25. The Landlord testified that there was no evidence that many of the calls that the Tenant put into evidence were from her and some of them were likely duplicated in the evidence. She estimated that she may have made three calls per month between December 2022 and April 2023 and not all of them were to do with a rent increase. She did not submit any evidence to support her assertion.
26. In cross-examination, she stated that the January 17, 2023 letter from her paralegal was "not [her] fault."

Analysis

27. I find that, on a balance of probabilities, 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 and also that she harassed, obstructed, coerced, threatened or interfered with the Tenant by her repeated communications about raising the rent. I say this for the following reasons.
28. Section 37 of the Act states that a tenancy may only be terminated in accordance with the Act, either on notice or by agreement of the parties.
29. Subsection 38(1) of the Act is clear that if a fixed term tenancy agreement ends and has not been renewed or terminated, the tenancy continues as a month-to-month tenancy on

the same terms and conditions. Contrary to the Landlord's beliefs and representations to the Tenant, the tenancy did not end after the one-year period expired.

30. Under section 110 of the Act, and landlord can only increase the rent in accordance with the Act, must serve a Notice of Rent Increase in accordance with subsection 116(1) of the Act, and pursuant to subsection 120(1) of the Act, cannot increase the rent more than the Guideline amount.
31. The Landlord does not dispute that she asked for an illegal rent increase more than once but relies on the addendum to the tenancy agreement in asserting that she was entitled to that increase. Subsection 3(1) states that "this Act ... applies with respect to rental units in residential complexes, despite any other Act and **despite any agreement or waiver to the contrary.**" [emphasis added] This means that the Landlord is not entitled to rely on the addendum to the tenancy agreement which purports to allow an illegal rent increase.
32. I prefer the evidence of the Tenant to that of the Landlord. The Tenant's testimony is consistent with the documentary evidence that he filed. The Landlord did not submit a call log to counter the Tenant's claims about the frequency of the calls or to substantiate her claim that the Tenant's log included duplicates or calls that were not from her, which she could easily have done.
33. Despite being provided with information from the LTB by the Tenant, and having some legal advice, the Landlord maintained on February 1, 2023 that her property was somehow not a rental property. The Landlord caused the Tenant unnecessary distress when she persisted in her claims that the lease was over and did not educate herself about her responsibilities under the Act.
34. As late as September 20, 2023, the Tenant informed the Landlord that she didn't have the right to harass him, to which she responded: "I don't know what you are referring to because a text at any time can't be harassment" (at page 115). While harassment is not defined under the Act, it is generally defined as a course of conduct that is either known or ought to be known would be unwelcome. Phone calls, texts, emails, or any form of communication that a person knows or ought to know is unwelcome is harassment.
35. The Landlord ought to have known that her repeated calls and messages to the Tenant were unwelcome, especially after the Tenant directly told her in January 2023 that she was harassing him. She did not cease her communications, and the documentary evidence shows that she threatened to call the police and the Tenant's employer. Based on the messages in evidence, I do not have reason to doubt the Tenant's testimony that the Landlord also threatened to call immigration authorities in an attempt to intimidate him.
36. The email sent by the Landlord's then-paralegal on January 17, 2023 on the Landlord's behalf was not only legally incorrect, but it was threatening, and it can be reasonably inferred that it was designed to intimidate the Tenant. As such, I find that this constitutes a threat against the Tenant and harassment.
37. I find that the average and reasonable person would consider the number of calls made by the Landlord to the Tenant and the content of the Landlord's written correspondence in evidence to be excessive, intimidating, and inappropriate, and I accept the Tenant's evidence that they had a negative impact on him. I am therefore satisfied that the Landlord

breached s. 23 of the Act through her repeated calls and the texts and emails and that they amount to harassment of the Tenant.

Remedies

Out-of-pocket expenses

38. The Landlord did not dispute that the Tenant paid for the mail key and was not reimbursed, and therefore the Landlord must pay to the Tenant \$12.00 for the key.
39. The Landlord failed to cancel parking for January, February, and March 2022, and must reimburse the Tenant \$165.00 for parking fees he paid for those months.
40. The Tenant has out-of-pocket expenses in the amount of \$177.00 because of the Landlord's actions. The Landlord must pay the Tenant this amount.

Abatement of rent

41. The Tenant requested a rent abatement because of the alleged substantial interference and harassment by the Landlord.
42. Considered separately, the repeated calls, texts, and implied threats to security of tenure each would warrant an award of damages for the Landlord's breaches of the Act. Considered together and with the less serious interference of the mail key and parking, the Landlord's repeated conduct to the Tenant warrants a substantial award of damages. The Landlord also threatened the tenancy itself, maintaining that she could terminate the tenancy without cause because the Tenants refused to pay an illegal increase in rent even in the face of reliable information to the contrary.
43. The Landlord's legal representative submitted that the Landlord did not know the law and so she made mistakes in her representations to the Tenant. As the Member found in 2019 CanLII 134584 (ON LTB), "This reasoning makes sense in a case where a landlord makes inadvertent mistakes like serving multiple notices of termination with technical flaws. In this case, however, the Landlord persisted in her conduct well after she ought to have known she was wrong." Similarly, in the current application, the Landlord continued to persist in her representations when she ought to have known she was wrong.
44. After considering the duration of this problem, the impact of the Landlord's behaviour on the Tenant and his enjoyment and use of the rental unit, the number of incidents the Tenant complains of, and the seriousness of the Landlord's threats to enter the rental unit, call police, contact immigration authorities, and to call the Tenant's employer because she wanted an illegal rent increase, I find that a reasonable amount of damages arising from the Landlord's breach would be \$5,000.00.

Administrative fine

45. The Board's Interpretation Guideline 16 on Administrative Fines suggests that the purpose of a fine is to deter landlords from engaging in similar activities in the future. It goes on to

say: "This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance."

46. The Landlord has shown a blatant disregard for the RTA by failing to educate herself about her legal responsibilities as a landlord and persisting in her assertion that the tenancy was "over" and continuing to demand an illegal rent increase and threatening without legal grounds to report the Tenant to authorities because he did not accede to her demand.
47. The Tenant's remedies, as awarded in this order, total \$5,225.00 including the cost of filing the application. In order to achieve adequate deterrence in this situation, I believe the Landlord should be ordered to pay a fine of \$250.00 to the LTB, bringing the total payable to \$5,475.00. While the award to the Tenant is significant, I believe that only a total cost to the Landlord in this range will deter the Landlord from such behaviour in future and ensure compliance with the Act.

Costs

48. The Tenant submitted that because of the delay in completing hearing the application due to the Landlord's three adjournment/rescheduling requests, I should award costs against the Landlord.
49. The Board has the discretion to order costs against a party where the conduct of a party or their agent or representative is unreasonable. The Board's Guideline 3 states that "conduct is unreasonable if it causes undue expense or delay" and includes considerations including whether the party asked for adjournments or delays without justification.
50. I do not find that the Landlord asked for adjournments or delays without justification. There is medical evidence that the Landlord was ill once (the Tenant was advised in advance and able to mitigate his expense by not having his legal representative attend), and the Landlord's legal representative was unavailable once. The other adjournment was at least partly the result of confusion due to the Landlord having two different representatives for the Tenant's two applications before the Board. While all of this occasioned delay in completing hearing the application, in the circumstances I do not find that the Landlord's conduct was unreasonable and therefore costs will not be awarded.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$5,225.00. This amount represents:
 - \$177.00 for the reasonable out-of-pocket expenses the Tenant has incurred.
 - \$5,000.00 for damages for substantial interference and harassment.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 26, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 26, 2026, the Landlord will owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the balance outstanding.

4. If the Landlord does not pay the Tenant the full amount owing by May 27, 2026, the Tenant may recover this amount by deducting \$1,500.00 from the rent each month for June 1, 2026 to August 1, 2026 and \$725.00 for September 1, 2026.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$250.00 by May 26, 2026.

May 15, 2026
Date Issued

Margo den Haan
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.