



Order under Section 31 Residential Tenancies Act, 2006

Citation: Brown v Shafique, 2026 ONLTB 25103

Date: 2026-05-21

File Number: LTB-T-088647-24

In the matter of: MAIN, 54 ELDERSLIE CRES
KLEINBURG ON L4H4L4

Between: Clifton Brown Tenant

And

Mohammad Shafique Landlord

Clifton Brown (the 'Tenant') applied for an order determining that Mohammad Shafique (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 that the Landlord harassed, obstructed, coerced, threatened, or interfered with the Tenant (the 'T2 Application').

The Tenant also applied for an order determining that the Landlord collected or retained money illegally (the 'T1 Application').

The Tenant also applied for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex (the 'T3 Application').

This application was heard by videoconference on January 20, 2026.

The Tenant, the Tenant's legal representative Patience Loyal, and the Landlord's legal representative Samila Waslat attended the hearing.

Paula Souza attended the hearing as a witness for the Tenant. Muhammad Ibrahim attended the hearing as a witness for the Landlord.

Determinations:

1. At the outset of the hearing, the Tenant's legal representative withdrew both the T1 Application and the T3 Application. As such, only evidence pertaining to the Tenant's T2 Application was heard at the hearing.
2. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay a rent abatement and filing

costs to the Tenant, pay an administrative fine the LTB, deduct ongoing rent abatements from the monthly rent as described in this order until the substantial interference ceases, and cease the conduct described in the order below.

Preliminary Issue: The Limitation Period at Subsection 29(2)

3. The Landlord's legal representative takes the position that the Tenant's application is statute-barred by section 29 of the Act:

29 (1) A tenant or former tenant of a rental unit may apply to the Board for any of the following orders:

...

3. An order determining that the landlord, superintendent, or agent of the landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex for all usual purposes by the tenant or a member of his or her household.

...

(2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.

4. The Tenant takes the position that while the initial event that substantially interfered with the Tenant's reasonable enjoyment of the rental unit and rights under the lease occurred more than one year before the T2 Application was made, the breach of section 22 is ongoing and therefore the proper subject of an application before the Board.
5. The Board's *Interpretation Guideline 6: Tenant Rights* speaks specifically to the question of how the limitation period at subsection 29(2) applies in the circumstances of an ongoing breach (emphasis added):

Most T2 applications must be made by a tenant or former tenant within one year of the date the alleged breach occurred. When determining whether an application has been made in time under subsection 29(2), the LTB will have to determine when the alleged breach occurred.

When a breach is a single event such as an illegal entry, then the limitation period begins on the day the event happened. Where the breach is not a single event but is ongoing or recurring, such as the withdrawal of a vital service, the breach occurs over a period of time and the one-year limitation period runs from the date that the vital service is restored to the tenant. However, in all cases the limitation period is one year.

The fact that the tenant did not apply to the LTB when the breach first happened does not affect the right to file an application. The tenant is not required to bring an

application immediately. However, the application cannot include an issue which was resolved by the landlord more than one year before the application was filed.

6. This approach has been applied by the Board in other cases (e.g. *Khan v Nguyen*, 2023 ONLTB 66158, at paras. 48-9). While it is clear that the Board cannot issue a remedy that extends back further than one year before the Tenant filed their application and that remedies may only be granted for substantial interference during this period (*Toronto Community Housing Corporation v. Allan Vlahovich*, 2010 ONSC 1686, at paras. 9-10), this does not bar the Board from considering applications where the alleged ongoing breach began before the limitation period but continues throughout it.
7. The substantial interference alleged by the Tenant in this case is ongoing: the Tenant alleges that the Landlord had been depriving him of access to part of the rental unit since renovations took place in 2020 and that this deprivation of access continued throughout the limitation period to the present day.
8. It is clear that the Legislature intended to limit tenants' ability to bring applications for events that occurred over one year ago (and for the Board to issue remedies for such events). But the issues described in the Tenant's application are anything but historical – in fact, they are live: the Tenant alleges that, as of the day of the hearing, his reasonable enjoyment of the rental unit is being interfered with by the Landlord. In my view, to interpret subsection 29(2) in a manner that would deprive a tenant of the ability to apply for a remedy for an alleged continuing breach would be inconsistent with the purpose of the Act to “balance the rights and responsibilities of residential landlords and tenants”: section 1.
9. The Tenant's application was filed October 22, 2024. Any remedy issued as a result of that application can only relate to interference that occurred on or after October 23, 2023. This is the effect of subsection 29(2) on the Tenant's application.

The Rental Agreement

10. A copy of the lease agreement between the Landlord and the Tenant was presented at the hearing. The address of the rental unit on the lease is “54 Elderslie Crescent”. The lease stipulates that the Tenant is “to pay for all utilities in the premises.” The lease is silent about the use of the basement of the rental unit.
11. The Tenant's realtor – Paula Souza – testified at the hearing. She testified that the Tenant approached her to assist in finding a single-family home to rent for his family. Mr. Souza testified that she assisted the parties in drafting the lease agreement. She testified that the Tenant specified that he did not want to live in a property with a basement tenant because he wanted privacy for his children. Ms. Souza testified that she attended the rental unit with the Tenant before the lease was signed but that he did not have a specific memory of the basement other than a vague recollection that it is unfinished. Ms. Souza testified that there was never, to her knowledge, an agreement to exclude the basement of the home from the rental agreement.
12. The Tenant testified that the basement was available to him when he moved into the rental unit in May 2019. He testified that he used the basement for storage and as a workout space for his boxing equipment.

13. The evidence of both Ms. Souza and the Tenant on these points is largely uncontested. I found both accounts of the content of the rental agreement to be credible and they are consistent with one another. Therefore, I find on a balance of probabilities that exclusive use and access to the basement is a term of the rental agreement between the parties.

Continuing Interference: The Renovation and the Loss of Basement Access

14. The Tenant testified that he was approached by the Landlord in October 2020 and that the Landlord proposed renovating the basement. The Tenant states that he agreed to the renovation and permitted the Landlord and his contractors access to the basement, believing the renovations to be to his benefits. The Tenant provided screenshots of text messages between himself and the Landlord's contractor discussing the need for the basement to be cleared out before work could begin. The Tenant testified that his understanding of the project was that the Landlord intended to finish the basement, but that the basement would remain part of the rental unit.
15. The Tenant testified that the Landlord approached him after the renovations were completed and informed him of the Landlord's intentions to move another tenant into the basement. The Tenant testified that a couple and their five children eventually moved into the basement and that the Landlord attempted to enforce a split of utility costs between the Tenant and the individuals residing in the basement of the rental unit. The Tenant testified that this family resided in the basement for about one year and then moved out. He testified that, subsequently, other individuals moved into and out of the basement, saying that there is usually "about five guys there."
16. The Tenant also testified that when the basement renovation concluded, the Landlord approached him and attempted to get him to sign a new lease agreement. A copy of the unsigned agreement – which lists a new rent amount of \$5,566.00 – was provided in evidence at the hearing. The Tenant testified that he never signed this agreement and did not pay the increased rent amount.
17. Again, the Tenant's testimony was largely unchallenged at the hearing. I found his recounting of the events to be consistent, detailed, and supported by the documentary evidence presented at the hearing. I am satisfied, on a balance of probabilities, that the Tenant's description of the alleged events about the renovation are accurate.

Continuing Interference: Continued Lack of Access to the Basement of the Rental Unit

18. The Tenant testified at the hearing that he continues to not have access to the basement of the rental unit and that individuals continue to occupy the basement. This is corroborated by the only evidence led by the Landlord: the testimony of Muhammad Ibrahim, one of the individuals living in the basement of the rental unit. Mr. Ibrahim testified that he has lived in the basement of the rental unit since September of 2024 and that he is an employee of the Landlord. He lives in the basement of the rental unit with three other individuals. The Tenant did not consent to their presence in the rental unit.
19. On cross-examination, Mr. Ibrahim testified how he and the other basement residents access the basement. He testified that there is a side entrance to the house and that inside that space is a laundry area. Off of the laundry area – which, per Mr. Ibrahim's testimony,

the Landlord informed the basement residents is a common area – are three doors: one to the upper floors of the house where the Tenant lives, one to the basement where Mr. Ibrahim and the other residents live, and one to the garage.

20. I am satisfied, on the balance of probabilities, that the Landlord has been continuously and substantially interfering with the Tenant's reasonable enjoyment of the rental unit since at least as far back as 2022 by authorizing other individuals to live in the rental unit without the Tenant's consent. This interference has not ceased: by the Landlord's own evidence, there are still individuals residing in the basement. It is essentially an uncontested fact that the Landlord unilaterally purported to change the size of the rental unit, that the Tenant never agreed to a change in terms, and that the Landlord continues to permit a minimum of three individuals – none of whom know the Tenant personally – to reside in the rental unit.

Continuing Interference: Laundry Facilities

21. The Tenant also alleges that the Landlord has substantially interfered with the Tenant's reasonable enjoyment of the rental unit by authorizing the individuals residing in the basement to use the Tenant's laundry facilities in the rental unit. The Tenant testified that the residents of the basement have been using the laundry facilities, that he cannot leave supplies in the laundry room without the basement residents using those supplies, and that there have been several occasions when he has wanted to use the laundry facilities, but they were in use by another party.
22. The Tenant testified that he had exclusive access to the laundry facilities in the rental unit until the Landlord permitted other residents to move into the basement of the rental unit. At this time, per the Tenant's testimony, a second set of laundry facilities was installed in the basement for the other residents use, but that eventually this set broke down and the Landlord instructed the other residents to use the Tenant's laundry room. This was corroborated again by the testimony of Mr. Ibrahim, who testified that he was instructed by the Landlord to use those facilities upon moving in. This corroborates the contents of text messages provided by the Tenant at the hearing which show conversations about the laundry issue between the Tenant, the residents of the basement, and the Landlord in June 2024.
23. Mr. Ibrahim also testified that the Tenant did object to the basement residents using the disputed laundry facilities via text message. He testified that he was not directly involved in any disputes with the Tenant about the use of laundry room but that it is conceivable that other residents of the basement have had such disputes.
24. With respect to this issue, both the Tenant's evidence and the Landlord's evidence point in the same direction: the Landlord has permitted the residents of the basement to use the laundry facilities in the rental unit, and the Tenant did not consent to this arrangement. The Tenant's uncontested testimony is that he had exclusive use of these facilities up to June 2024, when the Landlord permitted the Tenants to use the facilities when the machines in the basement broke down.
25. The Tenant also provided photos from July 2024 showing personal belongings and clothes on top of the washing machine in the rental unit. The Tenant testified that these belongings

are not his and that it is a frequent occurrence that the basement residents leave items in the laundry room.

26. Again, the evidence is fairly clear: the Landlord purported to unilaterally alter the terms of the rental agreement between the Landlord and the Tenant by permitting individuals to – without the Tenant’s consent – use the laundry machines in the rental unit. The Landlord cannot unilaterally alter the terms of the rental agreement. Therefore, the Landlord’s continued permission to the basement residents to use the laundry facilities in the Tenant’s rental unit – which are not common elements, per the actual rental agreement – constitutes substantial interference with the Tenant’s reasonable enjoyment of the rental unit.

Continuing Interference: Utility Arrangements

27. The Tenant also alleges that the Landlord has substantially interfered with the Tenant’s reasonable enjoyment of the rental unit by burdening the Tenant with responsibilities associated with managing utilities payments by the individuals living in the basement of the rental unit without the Tenant’s consent.
28. The Tenant’s evidence – as described above – clearly indicates that the original terms of the agreement between the Landlord and the Tenant were that the Tenant was responsible for 100% of the utilities costs associated with the rental unit. The Tenant testified to this at the hearing and the written lease agreement corroborates his testimony.
29. The Tenant testified that the Landlord had required the Tenant to coordinate collection and reimbursement of utility costs that arose as a result of the residents residing in the basement of the rental unit. This is corroborated by the Tenant’s documentary evidence, which includes utilities bills in the Tenant’s name and text messages between the Tenant and the downstairs residents – including Mr. Ibrahim – about utilities issues in 2024.
30. Again, the testimony given by Mr. Ibrahim corroborates the Tenant’s position that the Landlord has downloaded responsibilities relating to the administration of utilities to the Tenant. Mr. Ibrahim testified that the current practice for the residents of the rental unit is that the Tenant receives the bills in his name and the parties have agreed to each pay 50% of these costs. Putting these responsibilities on the Tenant despite the fact that he signed a written agreement to rent the entire rental unit himself is a clear interference with his right to reasonable enjoyment of the rental unit, albeit one that is derivative of the more significant breach by the Landlord: unilaterally reclaiming part of the rental unit and installing other individuals in that space.
31. The fact that the Tenant and the downstairs residents have reached an agreement among themselves of how to manage the utilities payments in their current situation does not change the fact that it is the Landlord who put – and is continuously putting – the Tenant in a situation he should not be in. This is substantial interference.

Remedies

32. As discussed above, my interpretation of the limitation period set out at section 29(2) is that any remedy issued as a result of the Landlord’s continuing substantial interference

with the Tenant's reasonable enjoyment of the rental unit can only relate to interference that occurred on or after October 23, 2023. The Tenant's uncontested testimony is that, since this time, he has not had full access to the rental unit and that other individuals are living in the basement, substantially interfering

33. The Tenant has been without full access to the rental unit that he has been paying for since that time. A rent abatement is therefore warranted on this basis alone. The loss of the unfinished basement space has had an impact on the Tenant regardless of what happened to the space subsequently. Prior to the renovations and the clawing back of the basement space by the Landlord, the Tenant used the space as an exercise room and a storage space. This loss warrants a moderate 10% abatement of the rent paid from October 23, 2023, to the hearing date. This represents the fact that the Tenant still does have access to the vast majority of the rental unit and that the space lost was of limited function. This abatement shall also be applied on an ongoing basis so long as the issue persists and the Tenant does not have full access to the rental unit.
34. However, a further rent abatement is required as a result of the events that followed. The Landlord permitted individuals to move into a part of the rental unit without the Tenant's consent. The presence of individuals in the basement has further substantially interfered with the Tenant's reasonable enjoyment of the rental unit. The Tenant rented a single-family home in part because he wanted the privacy that such an arrangement provides. This was disrupted when the Landlord decided to re-rent the unlawfully reclaimed basement to other individuals. The evidence shows that the presence of other individuals in the rental unit has interfered with the Tenant's ability to use the laundry facilities that he pays for at his convenience and with the utility use in the rental unit. The Tenant also testified that the arrangement imposed by the Landlord has interfered with the Tenant's use of the garage. Taken together, these interferences warrant an additional 15% abatement of the rent paid from October 23, 2023, to the hearing date. This abatement shall also be applied on an ongoing basis so long as the issues cited (namely, the forced sharing of the laundry facilities and the requirement to coordinate utility use and payment with unauthorized residents) persist, as described in the order below.
35. The Tenant is also seeking orders from the Board compelling the Landlord to do the following:
 - Install a separate suite meter or convert utility bills to the Landlord's name to alleviate the burden of the unauthorized residents' utilities use on the Tenant.
 - Restore the Tenant's exclusive use of the laundry facilities and not authorize other individuals to use the Tenant's laundry facilities.
36. The request for an order requiring the Landlord to cease authorizing other individuals to use the Tenant's laundry facilities is appropriate and shall be ordered.
37. The request for an order requiring the Landlord to change the billing structure relating to the utilities would not be an appropriate exercise of the Board's remedial jurisdiction as to do so would be a modification of the contract between the Landlord and the Tenant. That said, I recognize that the Landlord's egregious conduct has interfered with the Tenant's enjoyment of the rental unit not only through the administrative burden put on him by the Landlord but also by causing increased utility usage in the rental unit. Therefore, a remedy

is appropriate and an additional 5% rent abatement from October 23, 2023, to the hearing date is awarded. This abatement shall also continue on an ongoing basis until there are no longer additional users of the utilities in the rental unit.

38. The Tenant is also requesting reimbursement of utilities costs that he has paid that were not incurred by the Tenant but are a direct result of the Landlord's conduct. In my view, this is compensated for by the rent abatements discussed above and should not be the subject of a further remedy regarding out-of-pocket expenses.
39. I note that the Tenant filed an additional request to amend the T2 application two days before the hearing that was not accepted at the hearing due to insufficient notice to the Landlord. While this amendment is not live in this matter, I do feel a need to address the request of the Tenant, falling within the category of "any other remedy" that the Board sees fit as requested by the Tenant.
40. In my view, it would be inappropriate on the basis of this application to order the Landlord to restore the Tenant's exclusive possession of the basement of the rental unit as to do so would severely jeopardize the interests of the occupants of the basement, who were not provided with notice of this hearing and only one of whom attended – Mr. Ibrahim. Such an order would effectively be tantamount to an eviction without notice and without an opportunity to respond.
41. It is true that if the Landlord were living up to his contractual obligations to the Tenant, there would be nobody living in the basement of the rental unit without the Tenant's consent. But the reality of the situation is that there are individuals living in the basement and that their rights – as against the Tenant or the Landlord – have not been adjudicated. As such, it would not be appropriate to order such a remedy without these parties having notice of the proceedings and the opportunity to participate in the proceedings. Given the stakes of such an order, a significant degree of procedural fairness ought to be afforded to the basement residents before any order affecting their immediate housing arrangements could be made. In my view, an order such as the one requested by the Tenant in their amended application may have, in fact, been an unreasonable exercise of discretion and would have been vulnerable to challenge on appeal or judicial review.
42. The Tenant paid \$53.00 to file this application and is entitled to reimbursement of those costs.
43. For all relevant points regarding the rent abatements above, the monthly rent for the rental unit was \$3,366.00. As such, the daily rent for the rental unit is \$110.66. The total rent that was payable by the Tenant to the Landlord during this period is \$90,522.34:
 - \$40,392.00, from October 23, 2023 to October 22, 2024
 - \$40,392.00, from October 23, 2024, to October 22, 2025
 - \$9,738.34, from October 23, 2025, to the hearing date.
44. The total amount payable by the Landlord to the Tenant is \$27,209.69, comprised of:
 - \$9,052.23 (10% rent abatement for loss of use of the basement from October 23, 2023 to the hearing date)

- \$13,578.35 (15% abatement for the substantial interference caused by the presence of unauthorized individuals in the rental unit and the downstream issues of utility coordination and disruption of the laundry facilities)
- \$4,526.11 (5% abatement for the increased utilities costs caused by the present of unauthorized individuals in the rental unit)
- \$53.00 (the cost of filing this application)

45. I also requested submissions from the parties about whether an administrative fine would be appropriate in this case and have taken those submissions into consideration in my determinations regarding whether an administrative fine is appropriate in this case.

46. The Board's authority to impose an administrative fine in this case is set out at subsection 57(3) of the Act.

47. When considering the amount of an administrative fine that is appropriate in a given case (if any), several factors are considered by the Board as set out in the Landlord and Tenant Board's Guideline 16:

- The nature and severity of the breach;
- The effect of the breach on the Tenant;
- Any other relevant factors.

48. Administrative fines issued under section 57(3) are imposed to encourage future compliance with the requirements of the Act and deter the Landlord from engaging in similar conduct going forward. Whether a fine would have a deterrent effect is to be evaluated in the context of any other remedies being ordered by the Board.

49. In this case, the nature of the Landlord's breach is significant and severe. He unilaterally reappropriated part of a rental unit that he agreed to rent to the Tenant – and that the Tenant still pays for – and re-rented it out for a profit. He has placed many practical and financial burdens on the Tenant that are not part of the rental agreement. This is flagrant conduct that shows disregard for the Landlord's contractual and statutory obligations.

50. As discussed above, the impact on this Tenant has been significant. All of the circumstances described above with respect to the Tenant's other claims are relevant to the determination of whether an administrative fine is appropriate.

51. In this case, an administrative fine is appropriate. The Landlord's conduct is egregious and there is no indication that he perceives it as such. He did not attend the hearing due to travel obligations and the evidence and arguments presented on his behalf betray a lack of understanding of the severity of his actions. Further, he has profited from his unlawful conduct: he has effectively gained an income stream at the expense of the Tenant's reasonable enjoyment. His conduct places the Tenant and the residents of the basement in a precarious position and the consequences wide-ranging and ongoing. Nothing presented at the hearing indicates the Landlord is conscious of this.

52. The amount payable by the Landlord to the Tenant is significant, but in my view, it is not sufficient deterrence to guarantee the Landlord will respect his obligations under the rental

agreement and the Act going forward. Absent a significant deterrent, I am concerned that he would repeat the behaviour described in this order if it accrued to his benefit. As such, the deterrent effect of a significant administrative fine is warranted in this case.

53. Therefore, I find that the Landlord must also pay a fine to the LTB of \$5,000.00. Taken together with the ordered abatements, I am of the view that this fine will deter the Landlord from repeating this conduct in the future.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$27,209.69. This amount represents:
 - \$27,156.69 for a rent abatement from October 23, 2023, to January 20, 2026.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 1, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 1, 2026, the Landlord will owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by June 1, 2026, the Tenant may recover this amount by deducting up to 100% of the monthly rent of \$3,366.00 (minus any applicable ongoing abatements described in paragraphs 6 through 9 below) from the rent each month until the balance owing in paragraph 1 of this order is repaid.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. The Landlord shall offset the future monthly rent owing by a 10% rent abatement (\$336.60) on an ongoing basis starting June 1, 2026, until the Tenant regains possession of the entire rental unit.
7. The Landlord shall offset the future monthly rent owing by a 7.5% rent abatement (\$252.45) on an ongoing basis starting June 1, 2026, until the Landlord has stopped requiring the Tenant to manage the utilities obligations of any other parties' agreements with the Landlord.
8. The Landlord shall offset the future monthly rent owing by a 7.5% rent abatement (\$252.45) on an ongoing basis starting June 1, 2026, until the Landlord stops authorizing other individuals to use the Tenant's private laundry facilities without the Tenant's consent.
9. The Landlord shall offset the future monthly rent owing by a 5% rent abatement (\$168.30) on an ongoing basis starting June 1, 2026, until no other individuals are using utilities in the rental unit with the Landlord's authorization without the Tenant's consent.
10. The Landlord shall not authorize any other individuals to use the laundry facilities in the Tenant's rental unit.

11. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$5,000.00 by June 1, 2026.

May 21, 2026
Date Issued

Jeremy Henderson
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.