



Order under Section 30 & 31 Residential Tenancies Act, 2006

Citation: Berkeley v Watteel, 2026 ONLTB 41041

Date: 2026-05-26

File Number: LTB-T-073373-25

In the matter of: 29 WALTER ST
BRANTFORD ON N3S1N4

Between: Diane Berkeley Tenant

And

Nicole Watteel Landlords
Marcelo Romero

Diane Berkeley (the 'Tenant') applied for an order determining that Nicole Watteel and Marcelo Romero (the 'Landlords') harassed, obstructed, coerced, threatened or interfered with the Tenant, and withheld or interfered with their vital services or care services and meals in a care home.

Further, the Tenant applied for an order determining that the Landlords failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This Adjudicative Case Conference was heard by videoconference on March 9, 2026.

Only the Tenant and the Tenant's Legal Representative Olivia Humphreys attended the hearing.

As of 9:30 am, the Landlords were 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 the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$14,006.01.

Maintenance Issues

2. The Tenant testified that the unit has not had hot water for 6 years and that the only reason she never told the Landlord was to keep the peace, as she testified that the Landlord would "turn it into a personal thing".

3. The Tenant testified on June 27, 2025, a letter was sent to the Landlords detailing various issues including the lack of hot water, leaking, the lack of bathroom venting and the bathroom windows. The Tenant testified that she would have to shower at a relative's house if she wanted a hot shower.
4. The Tenant testified about the ceiling leak that the Landlord had repaired by installing a drop ceiling. The Tenant testified that the Landlord would send contractors late at night who would fail to identify themselves and whose work was not sufficient. The Tenant testified that a bucket was kept under the sink. The issue was not resolved until January of 2026 however; the bathroom's toilet still runs. The Tenant also included photos of the tub spout disconnected from the wall. The Landlord has not been back to the unit since that time.
5. The Tenant also testified about the unit's slanted steps that are not to code, which resulted in her spraining her ankle. The Tenant also testified that the Landlord did not conduct any snow removal or yard maintenance despite the residential complex having common areas. An Order to Comply from the City of Brantford dated May 20, 2025, was entered into evidence as a result of an unkempt lawn.

T2 Harassment & Withholding Vital Services Claim

6. The Tenant further testified about issues with the parking whereby the Landlord would park his personal vehicles at the residential complex, blocking the Tenant's ability to park their own vehicle.
7. The Tenant also testified that the Landlord changed the locks to the residential complex's basement to flip the breaker and that she had never received any rent receipts or interest on her last month's rent deposit.
8. The Tenant further testified that on May 2, 2025, the Landlord attempted to service her a Notice of Increase of Rent Above-Guideline ('NORI') however, the Tenant told the Landlord that she would not accept the notice, and the Landlord proceeded to accost her and call her names. Further, the Tenant testified that only she received this notice and no other tenant. The Tenant also testified that the Landlord harassed her son who lived in a separate unit.
9. The Tenant testified that the Landlord would take any complaint personally and that a simple request would become a personal attack. The Landlord told the Tenant to pay her rent and to not bother him. The Tenant was told that if she spoke to the Landlord that he would make it hell for the Tenant and proceeded to take pictures of the Tenant without their permission.

Analysis

10. On the basis of the Tenant's uncontested evidence, I am satisfied on a balance of probabilities that the Landlords obstructed, coerced, threatened or interfered with the Tenant, withheld or interfered with the Tenant's vital services or care services and meals in a care home and failed to meet the Landlord's obligations under subsection 20(1) or section 161 of the Act to maintain the rental unit

11. It was clear from the uncontested evidence that the Landlord had been made aware on more than one occasion that his behaviour was not welcome, and I am satisfied that the Landlord failed to maintain unit in accordance with the applicable maintenance standards by failing to provide hot water to the unit for 6 years.

Remedies

12. The Tenant is seeking a rent abatement of \$4,133.63 for the lack of hot water, and a rent abatement of \$6,633.63 for the continued harassment that the Tenant has faced since denying the Landlord's rent increase. Therefore, I find that a rent abatement of \$10,767.26 is appropriate in the circumstances.
13. The following additional remedies are being ordered because of the egregiousness of the behaviour of the Landlord, in addition to the damage to the Tenant's character by the Landlord, and the damage to the Tenant's home business. The Landlord will be ordered to pay to the Tenant \$2,500.00 for general compensation.
14. The Tenant is also seeking \$690.75 for moving costs, receipts for same having been provided in evidence. I am satisfied that the costs were incurred due to the Landlord's behaviour and the Landlord will also be ordered to pay this amount. The Landlord will also be directed to pay the Tenant's filing fee of \$48.00.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$14,006.01. This amount represents:
 - \$10,767.26 for a rent abatement.
 - \$690.75 for moving, storage or other like expenses that the Tenant will incur.
 - \$2,500.00 general damages
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by June 6, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by June 6, 2026, the Landlord will owe interest. This will be simple interest calculated from June 7, 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 26, 2026
Date Issued

Jagger Benham
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.