



Order under Section 135 Residential Tenancies Act, 2006

Citation: Rettamella v Ritlop, 2026 ONLTB 40702

Date: 2026-05-27

File Number: LTB-T-103876-24

In the matter of: Room, 595 ROYAL YORK RD
ETOBICOKE ON M8Y2S8

Between: Sandeep Rettamella Tenant

And

Anton Ritlop Landlord

Sandeep Rettamella (the 'Tenant') applied for an order determining that Anton Ritlop (the 'Landlord'):

- collected or retained money illegally;
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex for all usual purposes by the Tenant or by a member of their household;
- harassed, obstructed, coerced, threatened or interfered with the Tenant; and
- 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 application was heard by videoconference on May 5, 2026.

The Tenant, the Landlord and the Landlord's support person, Rok Ritlop attended the hearing.

Determinations:

1. This application was heard with LTB-L-038594-25.
2. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$6,918.00 by June 7, 2026.
3. I have carefully reviewed the documentary evidence before me, the testimony of the parties and I have considered the parties' submissions. I refer to the material facts and relevant evidence below.

T1 Application

4. The Tenant stated that he was charged an illegal rent amount (above his legal rent of \$850.00/month) for July, 2024 in the amount of \$20.00, August, 2024 in the amount of \$350.00, September, 2024 in the amount of \$450.00, October, 2024 in the amount of \$450.00, November, 2024 in the amount of \$450.00 and December, 2024 in the amount of \$50.00 totalling \$1,770.00. The Landlord agreed that he had increased the Tenant's rent because his own expenses had risen and he required more funds to pay the bills. The Tenant stated that he paid the extra rent because the Landlord threatened to give away his room while he was away in India.
5. Section 135(1) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states: "A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act." Further section 135(4) of the Act states: "No order shall be made under this section with respect to an application filed more than one year after the person collected or retained money in contravention of this Act."
6. The Tenant filed this application on December 18, 2024 which complies with the Act. As such, the Landlord will be ordered to pay \$1,770.00 to the Tenant and the Tenant is entitled to his application fee of \$48.00.

T2 Application

Tenant's Evidence

7. The Tenant provided a very large number of dated emails from the Landlord to the Tenant which included this sample of correspondence. The Tenant left for India on June 1, 2024 to spend a few months with his family as his grandmother passed away. The Landlord arrived in Toronto on June 9, 2024 to rent out two vacant rooms in the house and remained at the house to complete some repairs.
 - a) April 30, 2024 – "Total stupidity from guys from India. What the hell do you know? ...not using your brain that God gave to you."
 - b) April 30, 2024 – "For fuck sake you Indian people just can not treat the ladies the right way."
 - c) May 28, 2024 – "If I need to fly to Toronto now because of your shallow brain... I will simply send you all out of the house. You guys are retards."
 - d) June 13, 2024 – "If you want to stay is \$1,200.00 or you are out as well. Sandeep is a gay. Do not go to Russia. They would shoot you on the spot. Your hormones are messed up."
 - e) June 17, 2024 – "Today I am giving you notice to move out in one week. This is Canadian law. But you have a chance to apply for your place at \$1,200.00 per month. It is up to you."
 - f) July 5, 2024 – "I'm waiting for you to come back and move you out of the house. I can pack all your things in the black bags and put them out of the house on the driveway on July 12, 2024."
 - g) September 11, 2024 – "Don't be an asshole because I was paying internet for almost 3 years. I was paying for you gays to use it for your job!!"

- h) December 28, 2024 – “Please start packing and move to another place by January 31, 2025. There are 8,500 places to rent in Toronto” – attached notice to move
 - i) March 22, 2025 – “It is my house. Owner. You are just the tenant. I am coming home. Because of you I lost my wife last fall!”
8. The Tenant stated that while he was in India with his family, he received constant emails and telephone calls from the Landlord where the Landlord continued to demand more rent from the Tenant. The Tenant stated that the Landlord yelled and screamed at him on the phone and kept calling him gay which upset his mother very much. He stated that the Landlord called him every day from June 13, 2024 to June 17, 2024 yelling at him and telling him to move out of the house and accusing him of being gay. The Landlord sent him advertisements for different properties and kept telling him that he was being thrown out.
 9. The Tenant stated that the Landlord removed everything out of his room at the end of July of 2024, moved his possessions into another room and allowed another person to rent his room while he was away. When the Tenant returned on September 9, 2024, another woman was staying in his room so he stayed with friends for a couple of days until that woman moved out of his room.
 10. The Tenant stated that he had a number of plants that his friend was watering for him when he was away but the Landlord threw all of the plants into the backyard where they died. The Tenant also had a gold chain that belonged to his grandmother that was in his room when he left for India along with \$10,000.00 in cash. He believes that the Landlord took the chain and the cash but the police were not able to charge anyone due to the fact that so many people had access to his room.
 11. The Tenant stated that after September 9, 2024, the Landlord remained in the house until December and the Landlord constantly harassed him, called him derogatory names and racial slurs daily and he alleged that he was assaulted by the Landlord. The Tenant stated that he could not use the kitchen to cook his food during that time period because the Landlord's harassing behaviour made it impossible to be in the kitchen.
 12. The Tenant stated that he lost his job in February of 2025 due to the amount of stress that he has been under dealing with the Landlord. He stated that he wrote emails to the Landlord and his son begging them to stop the Landlord from bullying him. His former legal representative also sent an email to the Landlord advising him that all communication should go through the representative, but the Landlord continued to harass the Tenant personally.
 13. The Tenant is seeking \$5,100.00 in rent abatement due to the Landlord's continuous racist attacks, his never-ending harassment and bullying and the substantial interference to his enjoyment of the rental unit over the last year. The Tenant is claiming \$425 x 12 months which is a 50% abatement of his monthly rent of \$850.00.
 14. He is also seeking \$1,000.00 for the loss of his plants and \$360.00 for the time period where he could not cook in the kitchen. Although he is seeking the return of the gold chain and the \$10,000.00 in cash from his room, that is not a claim that can be dealt with in this tribunal.

15. The Tenant is also seeking that the Landlord pay an administrative fine and he is seeking an order preventing the Landlord from continuing his harassment, bullying and substantial interference.

Landlord's Evidence

16. The Landlord stated he only behaved that way because he thought that the rental house was exempt from the Act.
17. The Landlord stated that he moved the Tenant's possessions because he arranged for new flooring to be installed and that the Tenant's plants caused water damage to the floors. He stated that while the contractors were working on the floors, he stayed in the house to ensure that everyone's possessions were safe. He stated that he had not seen a gold chain or cash in the Tenant's room.
18. Regarding the use of the kitchen, the Landlord stated that the Tenant was allowed in the kitchen and he did not stop him from using it. He felt that the claim for \$360.00 was nonsense. He then said, "these Indians, they don't do anything and they don't understand anything." I immediately advised the Landlord that this type of comment is not acceptable and to stop.
19. The Landlord then stated that in June of 2024, there was a flood in the basement of the house and he felt that the Tenant caused all of this destruction and expense. He stated that the Tenant did not know how to turn off the water in the laundry room. He then stated "They are all gay-all those Indians, they have no common sense." I advised the Landlord that his testimony was complete due to his outright, racist comments.

Analysis

20. The pertinent section of the Act that inform the Tenant's claims on the T2 Application is section 22:

22. A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

21. The Tenant's T2 Application also alleges that the Landlord harassed him. The pertinent section of the Act that inform the Tenant's claims on the T2 Application is section 23:

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

22. There is no definition of "harassment" under the Act but generally speaking harassment is usually considered to be a course of conduct that a reasonable person knows or ought to know would be most unwelcome. [See for example, *Toronto Community Housing Corporation v. Pac*, 2021 CanLII 146690(ON LTB)]

23. The Tenant's oral evidence was corroborated by the many, dated emails from the Landlord which confirmed that the Landlord acted abusively toward the Tenant, he used racial slurs consistently, he harassed and bullied the Tenant and he substantially interfered with the Tenant's reasonable enjoyment of the rental unit. The Tenant was made to feel as if he did not belong in the rental unit and that he was fearful of being evicted. The Tenant's own emotional stress and grief from the situation was visible throughout his testimony.
24. The Landlord did not deny any of the Tenant's allegations except to say that he had not seen a gold chain or cash in the Tenant's room. The Landlord felt that he had a right to treat the Tenant in the manner that he did because this tenancy was exempted from the Act. This only confirmed that the Landlord felt that he could treat the Tenant in whatever way he felt was necessary for the Landlord's own purposes and goals to be realized. The Landlord felt that his actions did not have to comply with tenant protection legislation and/or the Human Rights Code.
25. The Landlord's outbursts including racial slurs and abusive language towards the Tenant heard today in the hearing room provided a deeper look at the character of the Landlord. The Landlord's outbursts today were completely inappropriate and were racial slurs directed towards the Tenant. I am very sorry that the Tenant had to be subjected to that inhumane treatment today.
26. As such, I am satisfied on the balance of probabilities that the Tenant has established the Landlord's substantial interference and harassment.
27. The Tenant sought a 50% rent abatement of 5,100.00 for a one-year period where the Tenant experienced harassment, bullying, racist comments and substantial interference by the Landlord. The Tenant's application was filed on December 16, 2024 and I note that the majority of the harassment started in April of 2024 and so the one year will commence on April 30, 2024 and end on March 31, 2025.
28. Abatement recognizes the idea that a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for them he or she is entitled to abatement proportional to the difference between what is being paid for and what is being received.
29. Based on the detailed emails, the aggressive bullying by the Landlord, the racial slurs clearly directed to the Tenant and the Landlord's repetitive attempts to evict the Tenant, I am satisfied that the Tenant is entitled to the 50% rent abatement for a one-year period. The amount of \$5,100.00 will be ordered as abatement.
30. The Tenant sought a \$1,000.00 in compensation for the replacement of his plants that had been thrown out by the Landlord and they all ultimately died. I was not provided with any type of receipt for the plants to quantify their value at \$1,000.00 and as such, I will not be awarding an amount for the plants.
31. The Tenant sought \$360.00 in compensation for having to eat out during a period of time when he was not able to use the kitchen due to the Landlord residing in the house at that

time. I was not provided with any type of receipt for these extra meals and as such, I will not be awarding an amount for the food.

32. The Tenant sought an order that the Landlord be prevented from continuing his harassment, bullying behaviour and substantial interference. This is not the type of order that can be enforced and I suggest to the Landlord that he seek out legal assistance to advise him of his rights and responsibilities which should assist both parties in the future.
33. The Tenant is also requesting that the Landlord be ordered to pay an administrative fine. Pursuant to the Board's Interpretation Guideline 16:

An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act* (the "Act") and to deter landlords from engaging in similar activity in the future. 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.

34. Administrative fines are generally ordered where there is egregious conduct by a landlord. In this case, the Landlord's actions included aggressive harassment, racist slurs and personal attacks on the character of the Tenant. Despite the Tenant's emotional condition during the hearing, the Landlord continued to verbally attack the Tenant and called him "a stupid Indian who doesn't have any common sense" at the end of the hearing.
35. Based on the Landlord's actions, I am ordering him to pay an administrative fine of \$5,000.00 to the Board. I am hopeful that this fine will encourage the Landlord to comply with the Act and to deter from future, similar behaviour.

T6 Application

36. The Tenant stated that the Landlord failed to install an exhaust fan in the kitchen at the request of all of the tenants. The Tenant explained that with 4 different people residing in the same house and cooking different types of food, the smells accumulate and make it very difficult to deal with. The Tenant stated that although there is a door and a window in the kitchen, that door and window blow the air directly into the next door neighbour's house which is very close to the rental house. The Tenant stated that is not an option as it would cause a nuisance to the neighbours.
37. The Landlord stated that the tenants just have to learn to get along and cook respectfully in the kitchen. He stated that there is no law that states that he must have an exhaust fan in the kitchen and that he cannot afford to install one.
38. As the Tenant did not provide me with any documentation to show that an exhaust fan is required in a kitchen under the Ontario Building Code, I am not satisfied that the Landlord's actions breached the maintenance standards under the Act and regulations.
39. As such, I am dismissing the T6 application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$6,918.00. This amount represents:
 - \$1,770.00 for excess rent collected;
 - \$5,100.00 for rent abatement; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 7, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 7, 2026, the Landlord will owe interest. This will be simple interest calculated from June 8, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by June 7, 2026, the Tenant may recover this amount by deducting funds from the rent each month as necessary.
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 pay an administrative fine in the amount of \$5,000.00 to the LTB by June 7, 2026.

May 27, 2026
Date Issued

Carrie Bertrand
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.

The fine/cost can be paid by money order, bank draft or certified cheque, only, payable to the "Minister of Finance". This can be mailed/couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.