



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-083697-25

In the matter of: 2, Nelson street 460
Ottawa ON K1N7S8

Between: Chedine Zerbo Tenant

And

Narendra Chovatia Landlord

Chedine Zerbo (the 'Tenant') applied for an order determining that Narendra Chovatia (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 heard by videoconference on April 9, 2026.

Only the Tenant, Chedine Zerbo attended the hearing.

As of 1:30pm, the Landlord was 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 some of the allegations contained in the application on a balance of probabilities.
2. The Tenant filed a T2 Application on October 5, 2025 alleging that the Landlord, landlord's agent or superintendent substantially interfered with my reasonable enjoyment of the rental unit or complex or with the reasonable enjoyment of a member of my household and the Landlord harassed, coerced, obstructed, threatened or interfered with me.
3. The Tenant signed a sub-tenancy agreement for the period of September 8, 2025 to December 26, 2025. This rental unit was a small basement apartment and a main floor unit where all of the roommates shared the kitchen. On or about September 21, 2025, someone broke into the upper rental unit. The Landlord, without any reason, accused the

Tenant's boyfriend of being the one who broke in. The Tenant stated that the Police was called, however no charges were laid on the Tenant or her boyfriend.

4. On or about September 22, 2025, the Landlord served the Tenant with a N7 Notice of Termination due to this incident, despite already investigating the incident. The Landlord told the Tenant that she must vacate the rental unit by October 2, 2025. The Tenant stated that this action was racially motivated, as this issue was already resolved as the Police were called and no charges were laid. The Landlord had no other reason to serve the Tenant with the N7 Notice.
5. The Tenant testified that she paid her rent on time and there were no other issues. The Tenant testified that the hydro was disconnected at the end of October 2025. The Landlord also disconnected the wi-fi for two months, from November to December 2025. The Tenant testified that the wi-fi was included in the tenancy.

Legal Analysis

6. Section 22 of the Act states the following:

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.

7. Section 23 of the Act states the following:

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

8. Based on the uncontested evidence before me, I find on a balance of probabilities that the Landlord substantially interfered with the Tenant, and engaged in harassing behaviour. I found the Tenant's testimony to be credible, and the Landlord was not present to contradict the evidence of the Tenant.

Remedies

9. The Tenant is requesting a rent abatement in the amount of \$412.50 for the issues that took place during the end of September, October, November and December 2025. The Tenant's monthly rent was \$825.00. The Tenant testified that the Landlord's actions caused them a lot of stress.
10. An abatement of rent is a contractual remedy on the principal that if a tenant is paying 100% of the rent, then the tenant should be getting 100% of what they are paying for, and if they are not getting that, then a tenant should be entitled to an abatement equal to the difference in value. In the case before me, I do not find that an abatement in the amount of \$412.50 is appropriate, as the Tenant was able to access their unit other than there being the issue of the Landlord. However, I find it appropriate to award the Tenant a rent abatement as I found that the Landlord contravened Sections 22 and 23 of the Act. Based on my knowledge of similar cases, I find a 10% of rent abatement is appropriate in these circumstances, totaling to \$247.50 is appropriate in these circumstances. This amount is

calculated as follows: 10% of the monthly rent in the amount of \$825.00 = \$82.50x3 months = \$247.50. I heard the Tenant's submissions that they are requesting a rent abatement for the month of September, however I find that the Landlord's actions commenced in October 2025. I note that the Tenant was served with a N7 Notice in September, however I do not find that this constitutes a breach of the Act. The Landlord was not present to provide submissions regarding this remedy request.

11. The Tenant also requested the Board order the Landlord to pay an administrative fine for breach of the Act. The Board's Interpretation Guideline 16 provides insight into the Board's use of fines and states that an administrative fine is a remedy to be used to encourage compliance with 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 Act and other remedies will not provide adequate deterrence and compliance."
12. While the Landlord's disregard for the Act is troublesome, in the present case, as the Tenant has been awarded a monetary remedy for pain and suffering, I find that this provides a sufficient deterrent. The request for an order for an administrative fine is denied.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$295.50. This amount represents:
 - \$247.50 for a rent abatement.
 - \$48.00 for the cost of filing this application.
2. The Landlord shall pay the Tenant the full amount owing by June 5, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 5, 2026, the Landlord will owe interest. This will be simple interest calculated from June 6, 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 25, 2026
Date Issued

Nathalia Debski
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.