



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-014423-24

In the matter of: 28 OAKLEY CRT
ANCASTER ON L9G1T5

Between: Jennifer Caskie Tenant

And

Nathan Skeba Landlord

Jennifer Caskie (the 'Tenant') applied for an order determining that Nathan Skeba (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on April 22, 2026.

Only the Tenant attended the hearing.

As of 1:30 PM 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. The previous hearing was adjourned for the Tenant to amend their application and provide the Landlord a description of each issue the Tenant is claiming and what remedy they are seeking.
2. On September 30, 2025, the Tenant filed a copy of their intended amended application with the Board. (DOC-6503957). At the hearing the Tenant advised they provided a copy to the Landlord and received no response from the Landlord.
3. Given the Landlord was not in attendance at the hearing, I find it appropriate to allow the Tenant's proposed amendments to the application and proceed on the uncontested evidence of the Tenant.

4. Pursuant to subsection 29(2) of the Residential Tenancies Act, 2006 (the 'Act'), the Board may only consider allegations occurring within one year before the filing of the application. The amended application was filed on February 6, 2025. Accordingly, I have only considered allegations that occurred or continued on or after February 5, 2024.
5. As explained below, the Tenant proved a portion of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$15,039.29.

Rent Receipts

6. The Tenant alleged that the Landlord failed to provide proper rent receipts for tax purposes, resulting in issues with the Canada Revenue Agency ('CRA'). While I accept the Tenant's evidence that the Landlord only provided informal email confirmations of rent payments, the Tenant did not provide sufficient documentary evidence establishing that the Landlord's conduct directly caused the alleged CRA losses or penalties claimed.
7. While the Tenant did provide a letter from the CRA (DOC-7817452) indicating their claim for rent paid was changed to \$0.00, the document does not explain what losses the Tenant actually suffered as a result of the change. I am therefore not satisfied the Tenant established an actual compensable loss. As a result, this portion of the Tenant's claim is dismissed.

Maintenance Concerns

8. The Tenant also raised concerns regarding long-standing maintenance issues involving the porch light, dishwasher, and downstairs window. However, most of those issues either arose or were resolved before February 5, 2024. As a result, I find they fall outside the Board's one-year limitation period and cannot form the basis for relief in this application.
9. However, I accept the Tenant's evidence regarding the washing machine issue occurring during the relevant period in 2024. The Tenant testified that the washing machine was not functioning properly for an extended period of time and that she was required to transport laundry for herself and her two children to her parents' residence for approximately one year. The Tenant ultimately arranged and paid for repairs herself after the Landlord failed to adequately address the issue.
10. Based on the uncontested evidence of the Tenant, I find the Landlord breached subsection 20(1) of the Act by failing to properly maintain the washing machine. Although the issue was eventually repaired and the Tenant remained in possession of the unit, I accept that the inability to use laundry facilities caused inconvenience and disruption to the Tenant and her children.
11. Considering the duration of the issue, the impact on the Tenant, and the limited evidence regarding the exact period of non-functionality falling within the relevant period, I find that a global rent abatement of \$250.00 is appropriate.
12. The Tenant also testified regarding a significant ceiling leak in July 2024 following heavy rainfall. The Tenant testified a portion of the hallway ceiling collapsed, debris and ants entered the unit, and the Landlord failed to respond to repeated communications seeking

repairs. The Tenant ultimately hired a contractor to repair the drywall and repaint the affected area. (DOC-7817653).

13. I accept the Tenant's evidence that the Landlord failed to address the leak within a reasonable time and that the Tenant reasonably incurred repair expenses as a result. The Landlord therefore breached subsection 20(1) of the Act. The Tenant shall be reimbursed \$580.00 for the ceiling repair expenses.

Lock Change

14. The Tenant also alleged that on February 20, 2024, the Landlord unlawfully changed the locks to the rental unit and denied her access unless she paid an additional amount equivalent to one month's rent.
15. I accept the Tenant's uncontested testimony that the Landlord demanded payment of \$3,650.00 before restoring access to the rental unit and threatened to withhold the Tenant's belongings if payment was not made. I also accept the Tenant's evidence that she ultimately paid the demanded amount because she had two young children and required immediate access to the rental unit.
16. I find the Tenant's evidence establishes that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit and unlawfully obstructed the Tenant's access to the rental unit contrary to the Act.
17. The Landlord's conduct was serious. A landlord cannot lawfully lock a tenant out of their home or demand unlawful payments as a condition of access to the rental unit. I find the Tenant is entitled to reimbursement of the \$3,650.00 she paid to regain entry to the rental unit.

Utility Services

18. The Tenant testified that the gas service to the rental unit was disconnected in July 2024 because the Landlord failed to maintain payment of their account. The Tenant testified that she and her children were without hot water for approximately two days and that she was required to place the utility account into her own name in order to restore service.
19. The Tenant further testified that Enbridge identified code deficiencies that required repair before gas service could be restored. The Tenant incurred repair costs totaling \$376.29, as well as additional inspection-related charges associated with reconnecting service. The Tenant provided documentary evidence supporting those expenses. (DOC-7816238).
20. Based on the uncontested evidence of the Tenant, I find the Landlord withheld or failed to provide a vital service contrary to section 21 of the Act. I find the amount claimed by the Tenant to restore that service to be reasonable. Therefore, the Landlord shall reimburse the Tenant \$511.29 for the repair and inspection costs associated with restoring gas service.

Harassment, Substantial Interference

21. The Tenant also alleged that throughout 2024 the Landlord repeatedly engaged in threatening and intimidating behaviour, including attempts to unlawfully regain possession of the rental unit.
22. I accept the Tenant's evidence regarding the September 2024 incidents involving the locksmith and the Landlord's attendance at the rental unit. I also reviewed the video recordings submitted by the Tenant. (DOC 5011175 through DOC 5022614). The recordings support the Tenant's testimony that the Landlord attended the property, aggressively confronted the Tenant, and made threatening statements in the presence of the Tenant's children.
23. The recordings demonstrate the Landlord yelling at the Tenant and making threatening remarks. I accept the Tenant's evidence that these events caused significant fear, stress, and anxiety for both herself and her children. I find the Landlord's conduct substantially interfered with the Tenant's reasonable enjoyment of the rental unit and constituted harassment, coercion, obstruction, and interference contrary to sections 22 and 23 of the Act.
24. The Landlord's conduct was persistent, intimidating, and entirely inappropriate. This finding is supported by both the Tenant's oral testimony and the video recordings filed with the Board. The evidence demonstrates that the Tenant and her children experienced ongoing stress, anxiety, and fear while residing in the rental unit. The Tenant described feeling unsafe in her own home and testified that both she and her children continue to experience anxiety related to the events that occurred during the tenancy.
25. The Landlord's conduct was persistent, intimidating, and entirely inappropriate. The evidence demonstrates that the Tenant and her children experienced ongoing stress, anxiety, and fear while residing in the rental unit. The Tenant described feeling unsafe in her own home and testified that both she and her children continue to experience anxiety related to the events that occurred during the tenancy.
26. Damages can include special damages (quantifiable pecuniary losses), general damages (non-monetary losses) such as pain and suffering, mental distress, inconvenience, and emotional harm, as well as aggravated damages for humiliation, anxiety, and stress. These damages are compensatory in nature and are intended to place the Tenant in the position they would have been in had the tenancy agreement not been breached.
27. Damages are separate from a rent abatement. A rent abatement recognizes the reduced value of the tenancy where the Tenant did not receive the full benefit of the rental unit. Damages compensate a tenant for additional harm including distress, inconvenience, humiliation, anxiety, and time lost addressing the Landlord's conduct.
28. Considering the seriousness of the Landlord's conduct, the duration of the interference, the illegal lockout, the utility issues, and the significant emotional impact on the Tenant and her children, I find that general damages in the amount of \$10,000.00 are appropriate.
29. While the amount awarded is significant, I find it justified in the circumstances. The Landlord's conduct involved multiple serious breaches over an extended period, including an unlawful lockout, threats and intimidation in the presence of children, interference with

utility services, and conduct that caused the Tenant and her children to feel unsafe in their home.

30. The Tenant is also entitled to reimbursement of the filing fee for the application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$15,039.29. This amount represents:

- \$48.00 for the cost of filing the application.
- \$250.00 for the washing machine maintenance issue
- \$3,650.00 for the illegal lockout payment
- \$511.29 for gas restoration and inspection expenses
- \$580.00 for ceiling repair expenses
- \$10,000.00 for general damages

2. The Landlord shall pay the Tenant the full amount owing by June 6, 2026.

3. If the Landlord does 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.

May 26, 2026
Date Issued

Bryan Delorenzi
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.