



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-010119-24

In the matter of: 1, 404 PALMERSTON BLVD
TORONTO ON M6G2N8

Between: Cayla Burk Tenant

And

Joshua Berkowitz Landlord
Meltem Kuran

Cayla Burk (the 'Tenant') applied for an order determining that Joshua Berkowitz and Meltem Kuran (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.
- failed to meet the Landlord's/Landlords' 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 April 30, 2026.

The Landlord Joshua Berkowitz and the Tenant attended the hearing.

Determinations:

1. 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 \$2,249.37.

Chronology of Events

2. The Tenant testified that on August 31, 2023, the Landlord purchased a tenanted rental complex. The Tenant testified that the rental complex has 5 units but at the time the Landlord purchased the property only 2 of the 5 units were tenanted. The Tenant testified that she lived in one of those units and another tenant named Barbara lived in another.

3. The Landlord testified that he purchased the rental complex with the intention of it becoming a home for his family. The Tenant testified that immediately upon purchasing the rental complex the Landlord served her with an N12 Notice of Termination. That is the type of notice of termination used when a landlord or purchaser requires a rental unit for their own residential occupation.
4. The Tenant testified that she first noticed an issue with mice in the rental unit on September 15, 2023. The parties sent the following emails about the first mice incident:
 - The Tenant sent the Landlord an email notifying him about the issue on September 15, 2023 (DOC-4681468, page 4). The Tenant informs the Landlord of some steps she has taken to address the issue and says, "I'm letting you know partly to just inform you, but also because I believe the problem is beyond what I can reasonably address". The Tenant asks the Landlord to advise her how he would like to address the issue.
 - The Landlord responds on that same day and says he will come take a look at the problem (DOC-4681468, page 4).
 - On September 18, 2023, the Landlord emails the Tenant and says that he took a look at the problem and suggests laying down more traps. The Landlord says the other tenant Barbara seems to know which ones work best. The Landlord also tells the Tenant to make sure that food is sealed up and to keep the rental unit spotless. The Landlord says he is happy to reimburse the Tenant for the cost of the traps (DOC-4681468, page 3).
 - On that same day the Tenant indicates that she has already started taking the precautions recommended, that she will take him up on the offer to reimburse her for traps, and asks if the Landlord will reimburse her for spray foam to block off entry points in the rental unit (DOC-4681468, page 2).
 - The Landlord responds that he will reimburse her as long as the price is reasonable and suggests spending less than \$100.00.
 - In December 2023 because the Tenant had not yet received reimbursement for the supplies she purchased, the Tenant sent the Landlord an email on December 11, 2023 with the receipt for the supplies and asks the Landlord how he would like to reimburse her for it. The Tenant sent the Landlord a follow up email on December 18, 2023 (DOC-4681468, page 6). The Tenant testified that she was never reimbursed for the supplies.
5. The Tenant testified that she met the Landlord in person on October 28, 2023. The Tenant testified that the Landlord was shocked she had not moved out yet, asked if she was planning on moving out by the termination date in the N12 notice, and said it would be risky for both parties to have a hearing at the Landlord and Tenant Board ('the Board').
6. The Tenant testified that she told the Landlord she would think about moving out. However, on November 3, 2023 the Tenant sent the Landlord an email indicating that she cannot move before May 31, 2024 because of her schooling (DOC-4682022, page 11). On November 5, 2023 the Landlord responds with a number of listings for rental units and

says that the alternative to moving out is “living within a construction zone, with work happening from 7am to 7pm daily, with no access to laundry, and dealing with typical disruptions caused by renovations” (DOC-4682022, page 11). In response the Tenant told the Landlord she was going to exercise her right to a hearing and that she would appreciate if the Landlord would respect that choice (DOC-4682022).

7. The Tenant testified that the work she did in the rental unit in September 2023 regarding the mice was effective for some time but then mice got back into the rental unit on December 28, 2023.

8. The parties sent the following emails about the second mice incident:

- On December 28, 2023, the Tenant sent the Landlord an email informing him that the mice issue was back. The Tenant says she just caught a mouse in the kitchen. The Tenant says that clearly the precautions she took were not enough, that she will put out traps again, that she is interested in hearing what suggestions the Landlord has, and that she wonders if professional help is required to seal up entries into the rental complex (DOC-4681468, page 11).
- On December 29, 2023 the Landlord sends the Tenant the following reply:

“You are currently squatting in my house, taking advantage of me and my new family, and working the system due to backlog. We will certainly not be investing in the unit.

When Barbara moves out and we start construction, the rat problem is likely to get considerably worse, as I know her unit has been infested for a while. Combined with the noise, dust, and strangers, it will not be a pleasant place to be.

I will reiterate one more time our offer to pay you to leave. Save us the lawsuit” (DOC-4681468, page 9).

9. The Tenant testified that on January 1, 2024, she woke up to evidence that mice had run amok in the rental unit. The Tenant provided photographs taken on that day that show mouse droppings throughout the rental unit (DOC-4681468, page 17 – 20). The Tenant testified and provided a photograph to show that her earplugs that were on her nightstand had mouse bite marks on them.

10. The parties sent the following emails about the third mice incident:

- On January 1, 2024, the Tenant emails the Landlord informing him about the rodent bite marks on her earplugs and says that those earplugs were 1 foot from her bed. The Tenant states that she cannot emphasize enough how horrifying and unacceptable the situation is. The Tenant also states that she is continuing to hear rodent activity under her kitchen cupboards during the day. The Tenant states that she has done as much as she reasonably can to prevent and address the mice problem and now it’s time for the Landlord to acknowledge his responsibilities and take action (DOC-4681468, page 10).

- On January 3, 2024, the Landlord asks the Tenant to call her to discuss options (DOC-4681468, page 9). The parties then send numerous emails back and forth on January 3, 2024:
 - The Tenant responds that she would prefer to talk over email (DOC-4681468, page 9).
 - The Landlord says he has too much to type and that he is free this afternoon (DOC-4681468, page 9).
 - The Tenant responds that she only sees two options, hire an exterminator, or a professional to properly mouseproof the rental unit. The Tenant asks the Landlord to let her know if there are any other options she is not aware of (DOC-4681468, page 9).
 - The Landlord responds:

“if only “mouse-proof” was so easy. The question is, how? Again, I’m free this aft” (DOC-4681468, page 8).
 - The Tenant responds that she is uncomfortable speaking on the phone and that it is the Landlord’s responsibility to address the issue (DOC-4681468, page 8).
 - Later that same evening the Tenant says since she never heard back from the Landlord and the mouse problem requires immediate attention she spent several hours handling the rodent issue. The Tenant says she extensively examined the rental unit and thinks she knows where they are coming from which is through a shared wall with the laundry room. The Tenant suggests the Landlord investigate the laundry room as the source of the problem. The Tenant also mentions that she purchased additional traps. The Tenant says if the problem isn’t resolved she expects prompt action from the Landlord (DOC-4681468, pages 7-8).
 - The Landlord responds that the Tenant has his number and that she or her father (who helped her with the rodent proofing) can call him (DOC-4681468, page 7).
 - The Tenant responds again indicating that she wants to communicate through email. The Tenant states that her efforts might resolve the situation, but if they don’t she will let him know and she will require prompt professional pest control services (DOC-4681468, page 7).

11. The Tenant testified that after the January 1, 2024 incident where mice were two feet away from her face in the middle of the night chewing on the earbuds on her nightstand, that she did not feel comfortable in her apartment. The Tenant testified that she went to stay with her parents from January 1, 2024 to January 11, 2024.

12. The Tenant testified that during the time she was out of the rental unit, her father monitored the traps and that by January 11, 2024, the steps she took seemed to be

working, for example the traps were no longer catching mice. The Tenant testified that she returned to the rental unit on January 11, 2024.

13. The Tenant testified that around January 23, 2024 she learned the Landlord has applied for a demolition permit for the rental unit which she believes contradicted the claim in the N12 notice that he would be moving into the rental unit. The Tenant testified that she told the other tenant Barbara who then broke the agreement she had made with the Landlord to move out.
14. The Tenant testified that shortly after that, on January 29, 2024 she was doing laundry in the shared laundry room at the rental complex. The Tenant testified that when she returned to collect her clothes, she found that the Landlord had unplugged the machine mid cycle, moved the machines away from the wall, squished the machines together, and that she could not access the dryer where her clothes were. The Tenant provided a photograph of what the Landlord did to the machines (DOC-4682022, page 15).
15. The Tenant texted the Landlord and asked him why he unplugged the dryer while it was running. The Tenant asks the Landlord when he is planning on removing the machines as he seemingly just abandoned them in the laundry room. The Landlord responded that he was selling the machines and that they would be removed in the next few days. The Landlord also said that he let the Tenant know awhile ago the laundry would be removed (DOC-4682022, page 17). The Tenant testified that the only notice she ever got that laundry would be removed is the November 5, 2023 email the Landlord sent her where he said that if she didn't move out, she would be living in a construction zone with no access to laundry.
16. The Landlord then tried to call the Tenant, but she didn't pick up. The Landlord then texted the Tenant and says that he was calling to have a conversation and that is "generally what adults do" (DOC-4682022, page 19).
17. The Tenant texted the Landlord that she plugged the washer and dryer back in (DOC-4682022, page 18). The Tenant testified that the other Tenant Barbara informed her that the washer and dryer were removed on January 30, 2024 (DOC-4682022, page 21).
18. The Landlord testified that he removed the laundry machines because he had no access to the coins that were being spent on the machines by the Tenants and that he had to get rid of it to start the work on the rental complex.
19. The Tenant testified that around mid February 2024 the Landlord hired a paralegal to help him with his eviction application and that the Tenant spoke to the paralegal about the mice issue. The Tenant testified that on March 14, 2024 the Landlord sent a professional pest control person to the rental unit. The Tenant testified that mice poison was used by the technician. The Tenant testified that the work done on that date was effective and she never saw mice again.
20. The Landlord testified that the rental complex was 110 years old, with three empty units, and that there was going to be a mice problem. The Landlord testified that the other tenant Barbara told him that there had been a mouse problem forever and that therefore the Landlord thought it would be hard to get rid of the mice.

21. The Tenant eventually vacated the rental unit on July 31, 2024 after the parties came to an agreement to terminate the tenancy.
22. The Landlord testified that the context surrounding his communications with the Tenant is that he was trying to build a house for his family, that his first child was born in January 2024, that he is not a developer nor previously a landlord in Ontario, that he was not initially sure if he would renovate the property or knock it down to build a new home, that determining what to do with the property required starting doing some renovation work, that he was trying to explain to the Tenant that the work would be disruptive to her, that the Landlord was not familiar with the Board's processes, and that he was initially not aware that there was a backlog at the Board. The Landlord testified that he had no plan to get the Tenant out and that his actions were more random than you would think.

Mice - Analysis

23. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The Court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
24. For the following reasons I find that the Landlord breached their maintenance obligations by failing to respond to the mice issue in a timely and reasonable manner.
25. Section 20 of the *Residential Tenancies Act, 2006* ('the Act') establishes that maintenance is a landlord's responsibility. It was unreasonable when the Tenant first reached out on September 15, 2023 for the Landlord to expect the Tenant to purchase and install her own traps. While the Tenant was being proactive and seemed agreeable to doing the work herself, it was still ultimately the Landlord's responsibility. It was also unreasonable for the Landlord to not reimburse the Tenant for the supplies she purchased after agreeing that he would.
26. The Landlord's response to the Tenant's December 28, 2023, complaint about mice was unacceptable. The Landlord told the Tenant that she was squatting in his house and that he would not be investing in the unit and said that the mice problem was likely to get worse. While it's understandable that the Landlord was eager to move into the property he purchased for his family, the Landlord had maintenance responsibilities to the Tenant until the lawful termination of her tenancy.
27. The third mice incident on January 1, 2024 was the most significant. Photographs show that mice were in numerous parts of the rental unit including the kitchen and the bedroom. Had the Landlord taken any steps prior to this date this incident might have been avoided. While the Tenant was again proactive and took her own steps to resolve the issue, it was the Landlord's responsibility. The Landlord did not send a pest control technician until March 14, 2024. The Tenant's first complaint about mice was made on September 15, 2023. The length of time it took the Landlord to resolve the problem is unreasonable.

Mice – Remedies

28. The Tenant's request to be reimburse for the supplies she bought to address the mice issue herself is reasonable. The Tenant only had to spend the money because the Landlord would not address the issue himself. The Tenant spent \$46.49 on September 18, 2023, \$76.24 on January 2, 2024, \$6.32 on January 7, 2024, \$17.50 on January 9, 2024. The total spent on mice treatment supplies is \$146.55.
29. The Tenant's request to be reimbursed for out-of-pocket expenses for supplies related to the impact of the mice issue is also reasonable. The Tenant spent \$52.92 on mouse proof food storage containers and had to spend \$33.90 on new oven mitts as mice chewed on her old ones. The Tenant also incurred an additional \$20.00 in laundry costs because the mice got on her clothing etc items. The total of these expenses is \$106.82.
30. The Tenant requests a 100% rent abatement from January 1, 2024 to January 11, 2024 when she left her apartment because of the January 1, 2025 mice incident. I'm not satisfied that the rental unit was uninhabitable during that time. The Tenant's evidence is that she installed traps, took mice proofing measures, and mouse activity decreased during that time. I find a 50% rent abatement for the period to be more reasonable. There was evidence of mice on the Tenant's bedside table and kitchen. I accept the Tenant's evidence that there was a substantial disruption to her ability to normally reside in the rental unit.
31. The Tenant's monthly rent was \$1,625.68. The daily amount paid is therefore \$53.44 ($\$1,625.68 \times 12$ divided by 365 days). The total rent paid for the 10 days the Tenant was out of the unit is \$534.40 and 50% of that is \$267.20.
32. The Tenant's request for costs for ridesharing to her parents' house between January 1, 2024 to January 11, 2024 is denied. As previously stated, I'm not satisfied that the Tenant had to leave the rental unit for that period. For the same reasons the request for costs for food waste during the week the Tenant was away is also denied.
33. The Tenant requests a 40% rent abatement between the December 28, 2023 complaint and March 14, 2024 when the Landlord sent a pest control technician. I find 20% to be reasonable. While I accept that the issue caused some disruption of the Tenant's ability to reside in the rental unit, the bulk of the mice activity occurred in the first 10 days of January, and the Tenant has already received a rent abatement for that. There was still however mice activity outside of those dates and I accept that there would be an impact from not knowing if the issue is fully resolved.
34. December 28, 2023 to March 14, 2024 (minus 10 days that an abatement was already awarded for) is 66 days. The total rent paid for that period is \$3,527.04 and 20% of that is \$705.40.
35. The Tenant's request for money for time spent cleaning, installing mouse proofing, and complaining about the issue to property standards is denied. I find that a rent abatement is the appropriate remedy and that the remedies already awarded adequately compensate the Tenant for the issue.

Substantial Interference and Harassment - Analysis

36. Section 22 of the Act states that a landlord shall not at any time during a tenant's occupancy of a rental unit substantially interfere with the reasonable enjoyment of the rental unit or the residential complex for all usual purposes by a tenant or the tenant's household.
37. Section 23 of the Act states that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant. Those terms are not defined in the Act. The Ontario Human Rights Code defines "harassment" as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
38. The Board has consistently held that a landlord exercising their legal rights is not a breach of the Act and should not result in a remedy being awarded to the Tenant. The Landlord had the right to serve the Tenant with a notice of termination just as the Tenant had the right to challenge the eviction. Above I've only highlighted some of the communication between the parties, but I have reviewed all the communications sent between the parties. I largely find that the communication between the parties merely represents the Landlord trying to exercise his legal rights. It was not harassment or substantial interference with the Tenant's reasonable enjoyment of the rental unit for the Landlord to serve the notice of termination, follow up with the Tenant about it, or to try and negotiate an agreement to end the tenancy.
39. I accept that when the Landlord sent the Tenant an email on November 6, 2023, telling her that the alternative to moving out is living in a construction zone that he was just informing her of the disruptions that would be occurring during the renovation.
40. I also accept that the Landlord's insistence on phone calls despite the Tenant's objections to that form of communication, was just a difference in communication style and does not rise to the level of harassment or substantial interference with the Tenant's reasonable enjoyment of the rental unit.
41. The Tenant provided evidence that the Landlord cut the cable of the other Tenant Barbara. This application is not about Barbara's tenancy. Additionally, Barbara did not attend the hearing to be a witness and her written statement about the incident is hearsay. I give no weight to the evidence provided by Barbara as I find it to be largely irrelevant hearsay.
42. I also note that eviction proceedings are inherently unpleasant and frequently create tension between parties. I largely do not find that the Landlord's conduct rises to the level of harassment or substantial interference with the Tenant's reasonable enjoyment of the rental unit. However, there are three notable exceptions. The Landlord's refusal to do anything about the mice problem, the December 29, 2023 email, and when the Landlord unplugged the laundry room dryer while in use by the Tenant.
43. In response to the Tenant's complaint about mice the Landlord sent the Tenant the following email response on December 29, 2023:

"You are currently squatting in my house, taking advantage of me and my new family, and working the system due to backlog. We will certainly not be investing in the unit."

When Barbara moves out and we start construction, the rat problem is likely to get considerably worse, as I know her unit has been infested for a while. Combined with the noise, dust, and strangers, it will not be a pleasant place to be.

I will reiterate one more time our offer to pay you to leave. Save us the lawsuit" (DOC-4681468, page 9).

44. The Landlord makes clear in this email that he isn't planning on doing anything about the mice problem, remarks that the problem will get worse, and makes clear that he thinks the Tenant has no right to continue her tenancy. I find that the Landlord withheld maintenance as retaliation for the Tenant exercising her rights to challenge the eviction. I find that this email does rise to the level of harassment and substantial interference with the Tenant's reasonable enjoyment of the rental unit.
45. I accept the Tenant's evidence that it would have been clear to the Landlord that the dryer was in use when he unplugged it. It would have been making sounds etc. It was also not prudent for the Landlord not to check the dryer for clothing before unplugging it. The Landlord did not serve the Tenant with notice regarding when exactly he would be uninstalling the laundry machines. I agree with the Tenant that the timing of the Landlord's actions (shortly after the Tenant convinced Barbara not to move out) supports on a balance of probabilities that the laundry was removed as retaliation by the Landlord.
46. While the Landlord claimed he removed the laundry machines because he couldn't access the coins being put in the machine and needed to remove it to start renovations, the Landlord provided no supporting documentation to show that part of the renovation needed to occur when it did. For these same reasons I also find that the laundry machines were removed as retaliation against the Tenant and to push her to vacate. I find the Landlord's actions regarding the laundry to be both harassment and substantial interference with the Tenant's reasonable enjoyment of the rental complex.

Substantial Interference and Harassment - Remedies

47. The Tenant has already received remedies for both the mice and laundry issue. Remedies have been provided in this order for the Landlord's breach of their maintenance responsibilities regarding the mice issue. The Tenant received a remedy for the removal of the laundry machines in order LTB-T-019954-24 issued on September 3, 2024. It would be unreasonable for the Tenant to double collect for the exact same issues.
48. However, the harassment and substantial interference with the Tenant's reasonable enjoyment related to the mice and laundry issue is a distinct (but related issue) and should attract compensation. However, I find that compensation should be reduced as the Tenant has already received compensation for some of the impact caused by the issues.
49. I find that a \$975.40 total rent abatement for the months in which the December 29, 2023 email were sent and January 2024 when the laundry machines were disconnected mid cycle to be reasonable. That is the 30% rent abatement requested by the Tenant for those two months. The Tenant's monthly rent was \$1,625.68. I accept that the email and disconnection of the laundry substantially disrupted the Tenant's normal ability to reside in

the rental unit. In both incidents the Landlord makes clear that he is going to make the Tenant's occupation of the rental unit more difficult as a result of the Tenant refusing to move.

50. However, I do not find that it would be reasonable to give the Tenant a rent abatement for any other months. For the reasons already provided I find that the Landlord did not harass the Tenant or substantially interfere with the Tenant in any other months. I find that the Landlord was largely just exercising his legal rights in his communications with the Tenant.
51. I do not find the Tenant's request to be reimbursed for therapy sessions to be reasonable. The Tenant testified that she was already attending therapy and therefore I'm not satisfied this remedy is directly relevant to the breach of the Act. I also find the rent abatement already awarded to be sufficient compensation.
52. The Tenant's request for moving expenses and the difference in the higher rent she now pays is also denied. I'm not satisfied that the tenancy terminated directly or even in part because of the December 29, 2023, or January 29, 2024, laundry incident. The Tenant vacated the rental unit on July 31, 2024 which is months later. Additionally, the parties eventually came to an agreement to terminate the tenancy, and the Landlord had pending eviction proceedings.
53. A \$500.00 administrative fine is necessary in this case because the Landlord showed blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance. The Landlord purposefully neglected his maintenance responsibilities regarding the mice issue and disconnected the laundry facilities mid cycle as a means to push the Tenant out.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,249.37. This amount represents:
 - \$1,948.00 for a rent abatement.
 - \$253.37 for out-of-pocket expenses.
 - \$48.00 for the application filing fee.
2. The Landlord shall pay the Tenant the full amount owing by June 9, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 9, 2026, the Landlord will owe interest. This will be simple interest calculated from June 10, 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.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$500.00 by June 9, 2026.

May 29, 2026
Date Issued

Amanda Kovats
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.