



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

Citation: POTHIREDDY v PRESTON, 2026 ONLTB 42075

Date: 2026-06-02

File Number: LTB-L-090932-25

In the matter of: LOWER UNIT, 422 WILSON RD N
OSHAWA ON L1G6E5

Between: ANIL POTHIREDDY
VEENA PRABHU Landlords

And

CAROL PRESTON Tenant

ANIL POTHIREDDY and VEENA PRABHU (the 'Landlords') applied for an order to terminate the tenancy and evict CAROL PRESTON (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenant.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 7, 2026, and concluded on May 26, 2026. The Landlords and the Tenant attended the hearing. This matter was heard concurrently with a Tenant's T2 application About Tenant's Rights (File LTB-T-087040-25).

Determinations:

Preliminary Issue:

1. Interim order LTB-T-087040-25-IN and LTB-L-090932-25-IN issued on January 7, 2026, ordered on consent the termination of the tenancy effective January 31, 2026. The interim order also contained a clerical order in paragraph 3 in which I inadvertently referred to a Tenant's T6 application having been heard and completed. However, the application which had been heard and completed was the Landlords' L2 application pursuant to an N5 Notice of Termination; there is no T6 application.

Landlords' L2 Application

2. As explained below, the Landlords have proven on a balance of probabilities some of the claim for compensation in the application. Therefore, the Tenant shall pay to the Landlords \$5,896.15.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The Tenant vacated the rental unit on January 31, 2026. As such, the only issue before the Board is the Landlords' claim of \$8,596.15 due to substantial interference with the Landlords' lawful rights.
6. By way of background, the rental unit was a single-family home with two units. The Tenant occupied the lower unit which had a walk-out basement. The other rental unit was also tenanted.
7. The Landlords' allegations are that the Tenant installed a hot tub and greenhouse in the back yard of the rental unit without the permission of the Landlords. Submitted into evidence were various social medial posts which chronicles the Tenant's installation of the hot tub. (Doc-7062619, Ex. 1, pgs 32-37). The back yard is on a slope, and the weight of the hot tub and water has caused erosion which can affect the character of the land and result in improper drainage away from the property. The area under the greenhouse also affected the grading and sloping of the property. Additionally, the greenhouse (also called "shed"), had not been installed in a way which was consistent with proper drainage and was non-compliant with the city's bylaw.
8. The Landlords submitted into evidence a copy of an Engineering Report dated October 5, 2025 (Ex. 1, pgs 26-29). The report explains the bylaw infraction pertaining to the "greenhouse shed" and speaks to the problem with the area which had the hot tub installed, stating:

"...backyard of the property, located on sloping terrain, has been modified from its original grading configuration...a hot tub had been previously installed...following its removal, the area was backfilled with loose gravel and soil and subsequently covered with grass, without proper grading or compaction procedures."

"The affected area measures 8 ft x 9 ft and is currently at a higher elevation than the adjacent rear wall of the house. This improper grading condition causes surface water to drain towards the building, rather than away from it. Such inadequate accumulation along the foundation, increasing [sic] the risk of foundation deterioration, basement seepage, and potential structural damage over time."

9. The report recommends appropriate remediation steps. The Landlords submitted an invoice from RayS Homes which is for excavation and remediation of the area underneath the shed and the hot tub, totalling \$8,596.15 (Ex. 1, pg. 47). The quote for the area under

the hot tub is quoted at \$5,896.15, while the remaining \$2,700.00 is attributed to the grading required to remediate the area under the greenhouse.

10. For the following reasons, I find that the Tenant is responsible for the costs to remediate the area under the hot tub, but not the area underneath the greenhouse.

11. Section 88.1 of the *Residential Tenancies Act* ('the Act'), states:

(1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the conduct of the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant is or was such that it substantially interferes or interfered with,

(i) the reasonable enjoyment of the residential complex for all usual purposes by the landlord, or

(ii) another lawful right, privilege or interest of the landlord

Greenhouse

12. The Tenant does not deny that she had installed a greenhouse in the backyard stating she used the vegetables to feed herself and her family. She states that the Landlords knew in July 2024 about the greenhouse. The Tenant took some time to dismantle the shed, but the evidence shows it was moved away to the patio area by December 2025.

13. This application is not brought pursuant to s.89(1) of the Act, which says that a landlord may apply to the Board for an order that the tenant, or former tenant, pay for reasonable costs that the landlord has, or will, incur as a result of damage caused willfully or negligently by the tenant.

14. The difference here, in my view, is that the Landlord knew about the installation of the greenhouse in July 2024, a year before the Tenant was asked to remove it. So, although damage may have been caused by the installation of the greenhouse, the Landlords claim is not for damage. Rather, it is for substantial interference with the Landlords' lawful rights and privileges.

15. The Landlords did not take steps to prevent the Tenant from installing the greenhouse and did nothing for a year. In essence, the Landlords acquiesced to the Tenant installing the greenhouse. If the Tenant's behaviour substantially interfered with the Landlords' lawful rights, then the Landlords ought to have taken steps earlier to address the issue. Alternatively, the Landlords could have brought this application under s.89 of the Act.

16. Given that this is an application made pursuant to s.88 of the Act, I am not persuaded that the Tenant is responsible for the costs associated with the remediation of the area under the greenhouse, because the Landlords knew about the greenhouse, and the Tenant complied with the Landlords' demand to remove the greenhouse. No order for the costs to remediate the area associated with the greenhouse will follow.

Hot Tub

17. The Tenant does not deny she installed the hot tub, but she says she restored the area by removing the hot tub and patio stones, and by putting gravel and topsoil in the area where the hot tub had been.
18. The Tenant also points out that the previous landlord had a rain barrel collecting water in the same area and water had been pooling along the back wall long before the Landlord took possession of the rental unit. The Tenant says there was already staining to the stucco, which is at the base of the wall underneath a large window.
19. I am not persuaded that the Tenant does not bear responsibility for the alterations to the property because she installed a hot tub. I say this because the allegation is not that the Tenant caused water to pool along the rear of the house, but that the Tenant, by installing a hot tub without the Landlords' permission, affected the drainage to the area near the window at the rear of the house. Without proper drainage near the foundation, the rental unit is at risk for structural damage, and the engineering report recommends remediation to prevent this. Although I accept the Tenant's evidence that she attempted to remediate the area by putting down gravel and soil, this is insufficient to address the overall problem with the drainage as evidenced in the engineer's report.
20. As such, I find that the Landlords have incurred or will incur reasonable out-of-pocket expenses of \$5,896.15. For clarity, the distinction between the claim for the hot tub and the greenhouse, is the Landlords' knowledge of the Tenant's actions. The Tenant spoke to the Landlords about the greenhouse; she did not speak to the Landlords about the hot tub. The Tenant installed the hot tub sometime after April; the Landlords brought this to her mid-July 2025, although I have no evidence to support when the Landlords learned of the hot tub installation. Regardless, the Landlords addressed the problem with the Tenant within about 12 weeks of when it was installed. This demonstrates the Landlords did not acquiesce to the Tenant's behaviour.
21. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Tenant shall pay to the Landlords \$5,896.15, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the substantial interference.
2. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
3. The total the Tenant shall pay to the Landlords is \$6,082.15.

5. If the Tenant does not pay the Landlords the full amount owing on or before June 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 14, 2026 at 4.00% annually on the balance outstanding.

June 2, 2026
Date Issued

Jane Dean
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.