



Order under Section 31 Residential Tenancies Act, 2006

Citation: Preston v Pothireddy, 2026 ONLTB 42094

Date: 2026-06-05

File Number: LTB-T-087040-25

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

Between: Carol Ann Preston Tenant

And

Anil Pothireddy Landlord

Carol Ann Preston (the 'Tenant') applied for an order determining that Anil Pothireddy (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 May 26, 2026.

This application was heard by videoconference on January 7, 2026, and concluded on May 26, 2026. The Landlord, a second Landlord not named as a party to the application Veena Prabhu, and the Tenant attended the hearing. This matter was heard concurrently with a Landlord's L2 application pursuant to an N5 Notice of Termination (File LTB-L-090932-25).

Determinations:

Preliminary Issues:

1. The Tenant amended her application on January 30, 2026. The matter had been adjourned at the prior attendance on January 7, 2026, to allow the Tenant an opportunity to amend her application to include a request for a rent abatement, rent differential, and unpaid interest on the last months' rent deposit held by the Landlord. As the parties had consented to portal service, the Landlord was served with the Tenant's amendments.
2. I can find no prejudice to the parties by allowing the Tenant's amendments and the requested amendments for an abatement of rent and rent differential were granted.

4. However, the amendment pertaining to the last months' interest is denied. The Landlord applied the last months' rent deposit to the last month of the tenancy. The Tenant did not top up her last months' rent deposit each year in accordance with the rent increases. Therefore, the rent increase would be equal to the last months' rent deposit held. As such, the order would be moot. Therefore, the request to amend the Tenant's application to include the remedy of the last months' rent interest is denied.
5. Further, 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.
6. Of note, the interim order issued January 7, 2026, included a clerical error 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 Landlord's L2 application pursuant to an N5 Notice of Termination; there is no T6 application.

Tenant's T2 Application

7. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
8. The Tenant's allegations are that the Landlord substantially interfered with her reasonable enjoyment of the rental unit for all usual purposes and harassed, threatened, or interfered with the Tenant.
9. 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.
10. The issue arises from the same concerns brought forward on the corresponding Landlord's L2 application ('L2') (LTB-L-090932-25). The L2 is premised on the Landlord asking the Tenant to remove items in the backyard which the Landlord alleged caused damage to the property including a greenhouse, plants, and a hot tub.
11. The period in question was from July to December 2025, where the Tenant says that the Landlord was heavy handed in his approach, sending frequent messages to her. Further, the Tenant says she had been using the patio outside along with a greenhouse which the Landlord knew about since July 2024. When she went to remove the items, as she was asked to do, she was not given enough time to rectify the problems. Even when she did rectify the problems, the Landlord would just ask her to do more. She felt like she was not allowed to enjoy her home, and she was dismayed at the deterioration of the relationship between the parties.
12. The Landlord states that he was not acting in a way which was malicious or otherwise intended to upset the Tenant. He was just trying to work the issues between them out. He asked her to remove the items because they were affecting drainage near the house due to the weight of the hot tub the Tenant installed without permission. He was also cited by bylaw compliance regarding the greenhouse. After discovering the problems with the grading, and receiving a warning from bylaw, the Landlord asked the Tenant to remove her personal items from the common areas of the yard.

13. The Landlord also submits that there were very few messages overall. He also says that when the Tenant requested alternate methods of communication, he complied with those requests. He says he never intended to end the tenancy, rather, he was trying to secure the Tenant's compliance with issues he brought to her attention. After several months where the rental unit was in the same condition, or worse, he issued the N5 notice which formed the basis of the Landlord's L2 application.
14. Submitted into evidence was a summary of the messages along with the messages the Tenant received from the Landlord (Doc-7181281, Ex. 1) between July 14, 2025, through December 21, 2025. In reviewing the summary, the Landlord wrote messages – text and/or e-mail – to the Tenant:

Month	Messages
July 2025	1
August 2025	5
September 2025	7
October 2025	4
November 2025	2
December 2025	1

Analysis

Substantial Interference

15. Substantial interference is not defined in the Act. However, the plain and ordinary meaning of "substantial" is of considerable importance, size, or worth. When I reviewed the volume of messages and the content of the messages the Landlord sent, I am not persuaded that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit.
16. The Landlord's oral testimony, that he was trying to work this out with the Tenant before resorting to giving the Tenant a notice of termination, is borne out by the messages. For example, the first message the Landlord sent on July 14, 2025, asks the Tenant to please remove her greenhouse, deck, and hot tub, because these posed an electrical hazard and the space was common area intended for both Tenants (Ex. 1, pg. 7).
17. I agree with the Tenant's submissions there were several back-and-forth messages, particularly in the months of August and September. However, when I review these, I see that the Landlord is responding to the Tenant in some of those messages, or the Landlord is relaying findings made during inspection(s). Further, the Landlord is trying to work with the Tenant to have the Tenant remediate the issues without having to resort to giving her a notice of termination. The first message was sent on July 14, 2025. However, it was not until October 28, 2025, four and a half months later, that the Landlord finally served the Tenant with the N5 notice of termination.

19. The Tenant says she was not given sufficient time to comply with the Landlord's requests, and he would continue to send more letters to her. However, if I consider the first message was sent to the Tenant on July 14, 2025, and the Landlord was still requesting the Tenant comply with his requests as of September 28, 2025, I find that the Landlord was trying to get the Tenant to cooperate and that she had ample time to remediate the issues.
20. Further, the evidence shows that the Landlord was trying to resolve the issues. For example, on August 23, 2025, the Landlord writes: "I trust these matters can be addressed amicably. If you would like to discuss how best to move forward, I am open to a respectful conversation." The messages were polite, respectful, and focused on ways to resolve the problem.
21. In my view, the Tenant did not meet her onus on a balance of probabilities that the Landlord substantially interfered with her reasonable enjoyment of the rental unit. The volume and content of the messages, in my view, were not of considerable size, importance, or worth.

Harassment

22. The term "harassment" is not defined in the Act, but in common with numerous other Board decisions, I accept the definition in subsection 10(1) of the *Ontario Human Rights Code*: "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."
23. I do not find that the Landlord harassed the Tenant. In my view, the Landlord did not engage in a pattern of behaviour which is known, or ought to be known, to be unwelcome. Rather, I find the Landlord was trying to resolve the issues between the parties without resorting to eviction notices. When requested to change methods of communication, the Landlord cooperated. The content of the letters was respectful and polite and encouraged communication between the parties. I can find nothing in the messages sent suggesting that the Landlord engaged in a pattern of behaviour which was vexatious or unwelcome.
24. In considering the Tenant's final submissions, it struck me that the Tenant was bewildered that the party's relationship, which had been very friendly, had become acrimonious. Although I can understand the Tenant's dismay at the deterioration of what had been a good relationship, I am not of the view that this constitutes substantial interference or harassment.
25. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Tenant's application is dismissed.

June 5, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.