



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-101056-24

In the matter of: 704, 360 PITFIELD RD
SCARBOROUGH ON M1S3E6

Between: Priyadharshini Nagendra Tenant
Canadian Centre for Housing Rights (CCHR)

And

Nanak Holdings Inc Landlord

Priyadharshini Nagendra and Canadian Centre for Housing Rights (CCHR) (the 'Tenant') applied for an order determining that Nanak Holdings Inc (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 7, 2026.

The Tenant's legal representative, Angie (Darshanie) Budhwa and the Tenant attended the hearing. The Landlord's legal representative, Ajay Grewal and the Landlord agent, Vimal Nanda attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant's T2 application alleges the Landlord's agent has substantially interfered with the Tenant's reasonable enjoyment of the rental unit and harassed the Tenant by refusing to allow the Tenant to have an occupant in the rental unit.
3. The rental unit is a two-bedroom apartment on the seventh floor of a multi floor residential complex.

Tenant submissions

4. The Tenant submitted evidence to support the claims in the application (DOC-7682002).
5. The position of the Tenant is her and her then husband moved into the rental unit February 1, 2009.
6. The Tenant stated she did not have the financial means to carry the lawful rent herself and brought in a roommate sometime around the end of 2012 or beginning of 2013.
7. sometime around February 2024 the Tenant reported issues to the Landlord regarding mice in the rental unit. During this time the Tenant had an occupant living in the rental unit to help subsidize her lawful rent.
8. The Tenant stated when the Landlord agent attended the rental unit to address the mice issue, the Landlord agent found out the Tenant had an occupant in the rental unit.
9. The Landlord agent filled out an A2 Board form and provided a copy to the Tenant holding the position the Tenant's occupant was an unauthorized occupant and by having the occupant the Tenant was in breach of overcrowding in the rental unit. The Landlord agent then requested additional compensation for the additional occupant residing in the rental unit.
10. The Landlord agent also issued the Tenant a letter dated March 26, 2024 restating the Landlord's position that the Tenant was subletting the rental unit which the Landlord stated was not authorized in accordance to the tenancy agreement.
11. On April 17, 2024 the Landlord also served the Tenant with an N5 notice alleging the Tenant was in breach of the tenancy agreement by having an occupant who was contributing to the rent.
12. After being served the N5 notice and prior to finding a new roommate, the Tenant obtained legal representation and on December 6, 2024 the Tenant's legal representative sent a letter to the Landlord agent informing the Landlord agent that the Board has,
"...consistently determined that tenants are allowed to have roommates can pay a portion of the rent to the tenant, who then pays the rent directly to you as the landlord. There is no contractual relationship between a tenant's roommate and the landlord. Tenants are allowed to have guests, occupants, and/or roommates, even if they are not listed on the lease."
13. The letter further goes on to inform the Landlord that overcrowding is determined by municipal by-laws and not by how many tenants sign the tenancy agreement.
14. Sometime after December 6, 2024 the Tenant and the Tenant's legal representative attend the residential complex to speak to the Landlord agent and inform the Landlord agent that the Tenant would be seeking to have a replacement occupant live in the rental unit.
15. Sometime in late February 2025 or beginning of March 2025 the Tenant acquired a new roommate to occupy the rental unit and pay a portion of the rent.
16. The Tenant submits she lived in "fear" for attempting to exercise her rights.

17. The Tenant alleges that since the incident with the Landlord's staff have ignored her when passing each other in the hallway and she feels this is intimidating behaviour.

Landlord submissions

18. The Landlord agent has been the property manager for 29 years and manages the 2456 rental units in the residential complex.
19. The Landlord agent stated he attended the rental unit sometime in March 2024 after the Tenant made him aware of issues with mice in the rental unit.
20. The Landlord denies he entered illegally and stated the Tenant made a request for him to attend the rental unit to address the issue.
21. The Landlord agent does not dispute that he became aware of the Tenant's occupant at this time and provided the A2 form to the Tenant and wrote the March 26, 2024 letter informing the Tenant that he believed she was on breach of the tenancy agreement.
22. The Landlord stated he served the Tenant with an N5 notice in April 2024 and filed an A2 application both of which he withdrew once he became aware that the Tenant was not in breach for having an occupant / roommate to subsidize her rent and the Landlord agent has taken no further action regarding this matter.
23. The Landlord agent stated sometime around late June 2024 the Tenant requested the Landlord agent's assistance in removing the occupant. The Tenant had informed the Landlord agent that the occupant was harassing the Tenant.
24. The Tenant and the Landlord agent attended the rental unit and the Landlord agent told the occupant he had to leave and instructed the Tenant to call police.
25. The occupant eventually left and the Tenant requested the Landlord agent change the locks as the occupant did not leave his copy of the keys with the Tenant or the Landlord agent.
26. The Landlord agent changed the locks as the Tenant requested.
27. The Landlord's position is the Tenant should not be granted an abatement since the Tenant was never actually prevented from having an occupant in the rental unit and his service of the letter, the A2 and the N5 were based on his belief he was operating within the *Residential Tenancies Act*, 2006 (the "Act").
28. The Landlord's legal representative points out that the removal of the roommate in June 2024 was at the request of the Tenant due to her allegations of harassment and the Landlord agent assisted the removal of the occupant at the Tenant's request and not through any action imposed by the Landlord agent.

Analysis

29. During her testimony the Tenant stated she was aware of her rights to have an occupant and even after the Landlord sent the March 2024 letter and the withdrawn applications the Tenant maintained her roommate until she requested the Landlord agent assist her with removing him in June 2024.
30. The Tenant stated she respects the Landlord agent and does not believe he has engaged in harassment. She further stated the Landlord's staff have never done anything rude although they ignore her when passing by.
31. Substantial interference is not defined in a single fixed sentence in the Act, but it has been consistently interpreted through case law and other Board decisions using plain language meaning "more than trivial", "ongoing" and / or "serious".
32. Although the word harass is 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." I do not find...
33. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Tenant has not proved the Landlord agent's actions have substantially interfered with her reasonable enjoyment or engaged in harassing behaviour.
34. Although I acknowledge the Landlord agent has shown a lack of education as to the Tenant's right to have an occupant under the Act I do not find the Landlord agent's and the service of the letter, the A2 and the N5 notice rise to the level of substantial interference or harassment.
35. Therefore, the Tenant's application must be dismissed.
36. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant's application is dismissed.

June 3, 2026
Date Issued

Greg Brocanier
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.