



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-098941-25

In the matter of: apt 306, 1244 YORK MILLS RD
NORTH YORK ON M3A1Y7

Between: Manglibe Badie Tenant

And

BERKLEY MANAGEMENT PROPERTY INC. Landlord

Manglibe Badie (the 'Tenant') applied for an order determining that BERKLEY MANAGEMENT PROPERTY INC. (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on May 12, 2026.

The Landlord's Representative, Emily Barbati, and the Landlord's Agent, Natalija Stankov and the Tenant attended the hearing. The Tenant's wife, Elise Tiwome, an occupant, testified as a witness.

Board interpreter Manuel Costa provided English and French interpretation services.

Determinations:

Preliminary issue – Validity of Tenant's application

1. The Tenant filed his application on November 24, 2025. He was in possession of the rental unit when the application was filed and was still in possession on the hearing date.
2. His description of his complaint pursuant to Motif 4, Harassment, is as follows:

« Plainte contre mon locateur harcèlement menaces et atteinte la jouissance paisible. Madame Monsieur les membres de la Commission Depuis le mois de juin 2025 je subis une série de comportements abusifs et intimidants liés la gestion de mon immeuble par le nouveau concierge et mon locateur. Ces comportements portent atteinte mes droits fondamentaux de locataire et compromettent ma sécurité et ma tranquillité . Promesses abusives concernant les garages : Le nouveau concierge a annoncé ses proches issus de sa congrégation religieuse qu'il leur attribuerait des garages dont j'occupe par des

résidents depuis plus de dix ans dont moi même. Menaces d'éviction : Des lettres de menace ont t déposées devant les portes des locataires y compris la mienne sans enveloppe ni respect des règles minimales d'hygiène sur des tapis de couloir sales. Harcèlement et intimidations : Ces pratiques s'ajoutent un climat de harcèlement et de me pris visant nous pousser quitter nos logements ou nos espaces de stationnement. Insalubrit persistante : Les couloirs et espaces communs sont laissés dans un état insalubre aggravant le sentiment d insécurité et de négligence. Ces faits démontrent un manquement grave aux obligations du locateur notamment en ce qui concerne : le respect de la jouissance paisible du logement la protection contre le harcèlement l'entretien et l'hygiène des lieux. Je demande la Commission de constater ces manquements de mettre fin aux pratiques abusives et de garantir la protection de mes droits en tant que locataire. Je vous remercie de votre attention. Manglibe Badie

3. The remedies sought include :

To document the breaches committed by the landlord and his representative, the building superintendent. To order the immediate cessation of any acts of harassment, threats, or intimidation against me and the other tenants. To demand that my rights as a tenant be respected, in particular the peaceful use of the garage I have occupied for over ten years. Enforce the necessary measures to ensure the maintenance and cleanliness of the common areas. To comply with the terms of the garage occupancy agreement that the former building manager had provided me with

4. The application fails to mention specific events, dates, times, locations, when the Landlord was notified, or specific names of people, words or actions of the harassing behaviour. It fails to define the common areas, or the "necessary measures"

5. At the hearing, the lack of particulars was brought to the Tenant's attention by the Member.

6. The Tenant replied that he did provide more details and pointed to the additional letters he wrote to the Landlord when he filed his application. The Landlord confirmed they received a copy of the additional letters with the application, so the Member reviewed it with the Tenant. (see DOCS-6852899 and DOC-6852904)

7. The letter dated October 27, 2025 (DOC-6852904)- alleged:

- That the superintendent' s conduct has deteriorated (no date, no specific behaviour, no dates of interactions)
- Documents are routinely thrown onto the **filthy hallway carpet** (emphasis in original) and the tone of these documents is "aggressive, demeaning often targeting minor issues such as garage usage."
- The superintendent has taken unauthorized photographs of the tenants' garages in violation of privacy norms and without consent. (no date no time, no name)
- "persistent foul odour" "throughout the property, especially during warmer months" – no dates, no locations

- Rodent and cockroach infestations that continue (no dates, no locations, no mention of when the Landlord was informed)
- Bedbug infestations – Tenant says he has spent \$600 on treatments but gives no dates, or when the landlord was notified.
- Clarification of garage rights - Tenant alleges garage is part of his tenancy agreement – does not indicate when the agreement was revoked or when the Landlord took back control of the garage.

8. Remedies requested include:

- Cease all threatening communications by the superintendent (no name, no dates or times or communications listed)
- All future communications be conducted in a respectful, professional and hygienic manner. This is unclear and not within the Board's jurisdiction to order.
- Property management to address the unresolved health and safety issues within the building. (these are not articulated clearly in the application or in the letter)

9. At the hearing, the Landlord did not dispute the particulars in the application. The Member raised them in order to better understand the case and ensure an adequate hearing could be held.

Analysis:

10. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931 ('*Ball*'), the Divisional Court pronounced that applications must provide sufficient detail to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met.
11. MacDougall J. wrote in *Ball* that, "Particulars should include, dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct..." The Court went on to state that the various purposes for requiring a party to provide reasons and details include the responding party's need "to know the specific allegations made so that she/he can be in a position to know the case that must be met; to decide whether to dispute the allegations made before the Tribunal; and to consider whether to stop the conduct or activity or correct the omission..."
12. In my view, the Tenant's application lacks sufficient details and the remedies are not clear or within the jurisdiction of the Board. He has had sufficient time to amend his application to provide sufficient details. I find on a balance of probabilities that his application contains vague allegations which frustrated the Landlord's ability to know the specific allegations made and to be able to know the case that must be met. As such, the Tenant's applications are dismissed.

It is ordered that:

1. The application is dismissed.

June 5, 2026
Date Issued

Vanessa Davies
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.