



Order under Section 31/135 Residential Tenancies Act, 2006

File Number: LTB-T-052027-25-LTB-T-038969-25

In the matter of: 12 OLIVE AVE
TORONTO ON M6G1T8

Between: Asa Meyer-Rawling Tenant

And

Bessie Schinas Landlord

Asa Meyer-Rawling (the 'Tenant') applied for an order determining that Bessie Schinas (the 'Landlord') or the Landlord's superintendent or the Landlord's agent substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household. **(LTB-T-052027-25 – T2)**

Further, the Tenant applied for an order determining that the Landlord or collected or retained money illegally. **(LTB-T-038969-25 – T1)**

This application was heard by videoconference on February 2, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issues & Amendments

1. At the hearing, the Tenant advised that he also had another outstanding T2 application alleging the Landlord withheld vital services on June 25, 2025. That application had yet to be heard, and I had agreed to hear that application, along with the Tenant's T1 application as they alleged the same issues.
2. LTB-T-052027-25 had inadvertently not been combined with LTB-T-038969-25 after the hearing had been completed and LTB-T-052027-25 had been scheduled for an Adjudicative Case Conference on May 4, 2026, where neither party attended. The outcome of that application is reversed for the purposes of this order.
3. Further, LTB-T-052027-25 had alleged that the Landlord withheld vital services. Having taken submissions from the parties, I amended the Tenant's application to reflect a claim that the Landlord had substantially interfered with his reasonable enjoyment of the unit, contrary to s. 22 of the *Residential Tenancies Act, 2006* (the 'Act').

Tenant's Application

4. As explained below, the Tenant did not prove the allegations contained in the applications on a balance of probabilities. Therefore, the application is dismissed.
5. The Tenant testified that his unit is in a rooming house, which he had moved into in July of 2021.
6. When he moved into that unit, another tenant had the residential complex's utilities in their name. Once the tenant had vacated their unit in September of 2021, the Tenant has assumed the utilities in his name. The Tenant testified that since that time, he has been responsible for collecting the utility expenses from the other tenants.
7. The Tenant had sent an e-mail to the Landlord on December 31, 2024, outlining to the Landlord that he does not believe that he should be responsible for collecting and paying all of the utilities, and that another one of the tenants has not been paying him his share of the utilities. The Landlord responded by e-mail on February 10, 2025, that an LTB hearing taking place on February 12, 2025, would give her a "better idea of what position we are in".
8. The Tenant testified that he believes what the Landlord is doing is illegal, and that the Landlord should reimburse him \$1,510.37 for amounts he was forced to pay as a result of the other tenant not paying their share. The Tenant testified that he feels he is being coerced to have taken on this responsibility
9. The Landlord testified that she only provided the lease terms and that she never advised the tenants as to how to sort out the utilities themselves. Further, the Landlord testified that the Tenant never asked her to assume the utilities in 2021 and that this transaction occurred amongst the tenants, and that the Landlord has provided authorization to the Tenant to switch the utilities into his name.
10. The Landlord testified that the Tenant may have been coerced by another tenant to assume the utility responsibilities but that the lease had always said that the tenants were responsible for their own utilities and that when the Tenant had advised the Landlord about the other tenant who had not been paying their share of the utilities, that tenant had been served N4 and N5 notices of termination, the latter being for non-payment of utility costs to the Tenant. That tenant had been evicted.

Analysis

11. Section 22 of the Act states:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

12. Section 135(1) of the Act states:

A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the Tenant Protection Act, 1997.

13. Having considered the evidence of both parties, I am not satisfied on a balance of probabilities that the Landlord collected or retained money in contravention of the Act, nor did the Landlord substantially interfere with the Tenant's reasonable enjoyment of the residential complex.
14. The Tenant raised the issue with the Landlord of the other tenant not paying their share of the utility costs to the Tenant. The Landlord followed this up by issuing a Notice of Termination to that tenant, where they had subsequently been evicted. As such, I am satisfied that the Landlord responded reasonably to the issue as raised by the Tenant with respect to the paying of the utility costs to the Tenant, by the other tenants in the residential complex.
15. Further, section 29(2) of the Act states:

No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.

16. The Tenant testified that the utilities have been in his name since September 2021. The Tenant filed this application on June 23, 2025. Had the Tenant wished to raise the assignment of the utility costs *generally*, the Tenant was obligated to raise that issue by way of an application within one year of those utility accounts being assigned. As such, I am not satisfied that the application for substantial interference was filed within one year after the alleged conduct took place and this portion of the Tenant's application is dismissed.
17. Lastly, the Tenant's T1 application alleges that the Landlord issued an illegal charge or illegal rent by forcing him to pay the utilities. The Landlord herself did not request or charge for these amounts and did not collect any monies from the Tenant or other tenants with respect to these issues. As such, I am not satisfied that the Landlord issued an illegal charge or illegally retained or collected any money from the Tenant and the Tenant's T1 application is also dismissed.

It is ordered that:

1. The Tenant's applications are dismissed.

June 12, 2026
Date Issued

Jagger Benham
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.