



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-044393-24

In the matter of: Basement Unit, 33 Aldergrove Avenue
Toronto ON M4C1B3

Between: Jules D Oille Tenant

And

Steven Chi-Keung Sam Landlords
Judy Sam

Jules D Oille (the 'Tenant') applied for an order determining that Steven Chi-Keung Sam and Judy Sam (the 'Landlords'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on May 6, 2025.

The Landlords and the Tenant attended the hearing.

I have considered all of the evidence presented at the hearing and all of the oral testimony, and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Determinations:

Preliminary Issue: Amending the Application

1. At the hearing, the parties clarified that there are two Landlords for the rental unit, whereas the application only names one, Steven Chi-Keung Sam. The parties requested on consent to add the second Landlord, Judy Sam, to the application, and I found it appropriate to grant the request. The amendment is reflected in the style of cause of this order.
2. At the hearing, the Tenant also requested to amend the application to add harassment allegations against the Landlords. The Landlords opposed the request as they were not provided with an amended application and would not have been able to adequately respond to any additional allegations.

3. A request to amend an application is assessed under Rule 15 of the Board's Rules of Procedure. Rule 15.3 requires that I consider factors such as whether the amendment was requested as soon as the need for it was known. The Tenant's initial application was filed on June 3, 2024, and he had approximately 11 months to amend the application prior to the hearing. The Tenant also did not provide a satisfactory reason for the delay. Given these considerations as well as the prejudice to the Landlords and the need for fair and expeditious proceedings, the request was denied.

Substantial Interference:

4. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
5. The rental unit is described as a basement apartment with two bedrooms, two washrooms, and a den. The unit is located next to a common room with the utility panel and a shared dryer accessible to the other tenants in the residential complex (the 'laundry room').
6. The parties entered into a one-year fixed term lease agreement on March 6, 2018. The lease was to start on April 1, 2018, with the rent being \$1,050.00 per month; however, the Tenant was allowed to take early possession on March 8, 2018 and paid a prorated amount of rent for that month.
7. The main issue in the application is whether the parties verbally amended the lease after signing to grant exclusive use of the laundry room to the Tenant, and if the Landlords substantially interfered with his reasonable enjoyment of the rental unit or residential complex by allowing other tenants access and usage of that room.
8. The parties do not dispute that the laundry room was a common area when the Tenant moved into the rental unit. However, the Tenant maintains that he and the Landlord, Steven Chi-Keung Sam, made a verbal agreement in 2019 for the Tenant to have exclusive use of the laundry room to store his belongings and to use for exercise. The Tenant texted the Landlord on May 9, 2019, offering to increase the rent to \$1,200.00 per month provided he could use the entire laundry room for storage. The other tenants in the residential complex would still have access to use the dryer, but the rest of the room would be for the Tenant's sole use. A copy of the text message was submitted as evidence. The Tenant testified that the Landlord declined the offer and later that year verbally told the Tenant that he could keep using the laundry room for his own purposes at no extra cost provided he kept the room tidy. The Tenant further testified that he maintained personal use of the laundry room for five years before any issues arose with the other tenants regarding use of the room.
9. The Tenant submitted a text message exchange between himself and the Landlord from December 2020 wherein the Tenant asks the Landlord to review a draft text he was going to send the upstairs tenants regarding storing their bikes in the laundry room. The Tenant argued the exchange substantiates that the Landlord agreed the Tenant would have exclusive use of the laundry room for storage, and the other tenants could only use the room to access the dryer. The text reads as follows:

“Hi Morgan, I noticed that someone upstairs parked their bike in the dryer room-are you aware of this?

I’m not sure if you know, but I made a special arrangement with Steven at the start of my lease to park my bikes in the dryer room. I believe you did not. As a result, you can use that room for access to the dryer but you cannot store things there.

You also have other areas you can put your bike. You have a large backyard, a shed, and also your entire lower floor area. Could you please put that bike in your designated areas at your earliest convenience?

If you would like to discuss this matter further, let’s schedule a time.”

10. The Landlord sent the Tenant two edited versions of the Tenant’s draft text for consideration. The more recent edited text from the Landlord on December 4, 2020 reads as follows:

“Hi Morgan, I noticed that someone upstairs parked their bike in the dryer room-are you aware of this? Did they receive permission from Steven to do this? Perhaps your roommate was unaware everyone upstairs uses the shed in the backyard?

To my understanding, you all have a shed available in the backyard to store your bikes and other items. I received permission from Steven to park my bikes in the dryer room because I do not have any additional storage area, given that room was taken away to use as a shared dryer room. We want to try and keep the shared common areas as clutter free as possible.

I understand you have other areas where everyone upstairs is able to store their personal items. You have a large backyard, a shed, and also your entire lower floor area. I would really appreciate if you could please ask your roommate to move that bike to the other designated areas at your earliest convenience.

If you would like to discuss this matter, let’s schedule a time.”

[substantive differences in the text are emphasized]

11. Neither the lease nor written amendment thereafter makes reference to the Tenant’s exclusive use of the laundry room for storage. The Landlords also submitted a copy of the Kijiji advertisement for the rental unit showing its availability for April 1, 2018, which explicitly states there is a separate shared laundry room with a dryer located on the same floor as the unit.
12. The Landlords submitted a text message from May 9, 2019, accepting the Tenant’s offer of \$1,200.00 per month for added use of the laundry room for storage. They also submitted a text message from the Tenant on May 17, 2019 wherein the Tenant states he may no longer need the additional laundry room storage as it was likely insufficient, and he would let the Landlord know if his circumstances changed. The parties confirmed the Tenant did not pay the increased rent for added storage space in the laundry room. The Landlord

does not dispute that the Tenant continued to use the laundry room; however, there was no verbal agreement between the parties to grant him exclusive use of the room for no added compensation.

13. The Landlords submitted an email from one of the other tenants in the residential complex dated October 29, 2020, complaining about the Tenant's use of the laundry room as his personal workout space. The email states the other tenants' discomfort in trying to use the dryer during the Tenant's workouts, and their request that the laundry room revert to its common use for all to access the dryer and electrical panel. The Tenant could still store his bikes there but would have to cease exercising in the room. The Landlord testified the October 29, 2020 email was the first time he was informed that the Tenant was using the laundry room as a personal gym. This was also during the COVID pandemic when all gyms were closed. The Tenant told the Landlord that exercising assisted him with his mental health during that time, and the Landlords wanted to be understanding. The parties did not dispute that a zoom meeting was then held between the Landlords and all the tenants in the residential complex on November 1, 2020. During the meeting, it was agreed by all the parties that while the pandemic was ongoing the Tenant could use the space for exercising at certain times, and that all tenants would need permission from the Landlords to store any items in the laundry room. The Landlord testified this was only a temporary arrangement during the pandemic, and there was no intent for the arrangement to become permanent.
14. The agreement that resulted from the November 1, 2020 zoom meeting lasted until December 2020 when some of the upstairs tenants began to store their bikes in the laundry room; that was when the Tenant texted the Landlord his draft message to send to the upstairs tenants. The Landlord testified that his reply drafts to the Tenant emphasized the use of the laundry room as a *communal* area, but that the Tenant was permitted to store his bikes in that room. Anyone else would also require the Landlord's consent to store items in the laundry room. The texts do not show or imply that the Tenant had exclusive use of the laundry room. The Landlords were not aware of any further issues regarding the use of the laundry room after December 2020 until 2024.
15. On cross-examination, the Landlord confirmed that he attends the residential complex once every three months to collect the change from the dryer and would have seen the Tenant's exercise equipment. The Landlord acknowledged that he should have told the Tenant to move the items and/or sent the Tenant an email revoking his use of the laundry room, but he did not. The Landlords maintain, however, that they were not aware that the issue was ongoing as they did not receive additional complaints during this time, nor did they want to escalate the situation since the Tenant can be intimidating at times. The Landlords also reiterated that in order to agree to the Tenant's exclusive use terms, they would have needed the consent of the other tenants as it would have affected their access and use of a common area.

Analysis:

16. Having considered the evidence and submissions before me, I am not satisfied on the balance of probabilities that the Landlords substantially interfered with the Tenant's reasonable enjoyment of the rental unit or residential complex. The Tenant is essentially stating that the parties amended the lease agreement verbally in 2019 and by their actions

over five years. An amendment to an agreement may be done in writing, verbally, or be implied through the actions of the parties. As this is a tenant's application, the burden of proof lies with the Tenant to show on the balance of probabilities that such an amendment was created, and that the Landlords breached the modified agreement to the point of substantial interference with the Tenant's ability to reasonably enjoy the rental unit or residential complex.

17. There is no dispute that the Tenant has been using the laundry room for storage and exercise purposes over the years. The issue is whether both parties intended for that usage to be exclusive and permanent. The text messages between the parties on May 9 & 17, 2019, and the confirmation that the Tenant has not paid any compensation for an added facility shows there was no meeting of the minds at that time to amend the lease and add the laundry room as an exclusive storage facility for the Tenant.
18. The parties also dispute that there was a verbal agreement between them regarding this issue after May 2019; it is essentially the Tenant's word against the Landlord's, and I am not persuaded on the balance of probabilities that the Landlords agreed to give the Tenant exclusive use of the laundry room for storage or any other purpose for no added compensation, when their previous messages to the Tenant showed a negotiated increase to \$1,200.00 per month.
19. With respect to a possible implied agreement between the parties, I am also not convinced. The Tenant did not dispute that an agreement was made on November 1, 2020 between the Landlords and the tenants at the residential complex for the Tenant to be able to use the laundry room to exercise *at certain times* while the pandemic was ongoing. Once again, there is no supporting evidence to show that the arrangement was to be permanent.
20. The draft messages between the Tenant and Landlord to be sent to the upstairs tenants in December 2020 also show that the Landlord still designated the laundry room as a common area, though the Tenant had permission to store his bikes. The Landlord's draft message does not explicitly state or imply that only the Tenant can use the laundry room for storage or for any other purpose.
21. I am also not satisfied that because no one complained to the Landlord about the Tenant's use of the laundry room for four years, that implied the Landlords agreed to a material change in the lease that affected the other tenants in the residential complex and their access to a common area without their consent. Ultimately, the Tenant argued that because no one stopped him from using the laundry room for his own purposes, the room became an added facility to his lease. I do not agree. The totality of the evidence does not support an implied agreement, but rather that the Landlord consented to the Tenant using the laundry room for exercise for a temporary period, and that the Tenant is permitted to store certain items in the laundry room, though other tenants would be able to do so as well provided they received permission from the Landlords.
22. Therefore, I find that the Landlords did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household, and the application must be dismissed.

It is ordered that:

1. The application is dismissed.

June 9, 2026

Date Issued

Fotoula Hatzantonis

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.