



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-064541-24

In the matter of: 1403, 325 WEBB DR
MISSISSAUGA ON L5B3Z9

Between: Aditya Jain Tenant

And

Kulmeet Anand Landlord
Harjinder Anand

Aditya Jain (the 'Tenant') applied for an order determining that Kulmeet Anand and Harjinder Anand (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 February 2, 2026.

The Landlord KA and Landlord HA (the Landlord), the Landlord's Legal Representative, Christopher Williams, the Tenant and the Tenant's Legal Representative, Apolonio Apuntar 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

Preliminary Issue – Amending the Application

2. At the hearing, the Tenant sought to amend the remedies in their application to include the following:
 - a. An order directing the Landlord not to harass the Tenant;
 - b. A determination of the lawful rent moving forward;
 - c. Compensation for the cost of installing CCTV

- d. Other monetary remedies that the Board deems appropriate.
3. The Tenant submits that the Landlord ought to be aware that the remedies were being sought as the Tenant's case brief, which was served on the Landlord and the LTB on January 23, 2026, contained a description of the requested remedies.
4. At the hearing, the Tenant also sought to amend the remedies requested to include a 15% rent abatement and a return of the allegedly unlawfully collected rent amounts, which were not in the application or the case brief provided by the Tenant
5. The Landlord submits that as per the adjournment sheet issued on September 9, 2025 following the ACC hearing, the Tenant was directed to amend the remedy section of their application, with the presiding Member deciding whether to grant the amended application after hearing submissions from the parties.
6. The Landlord submits that they were not prepared to address an abatement of rent or return of unlawfully collected rent as these amounts were not claimed in the application.
7. The LTB's Rules of Procedure provide guidance as to the factors that a Member ought to consider when considering whether to grant an amendment including the following:
 - a. Whether the amendment was requested as soon as the need for it was known;
 - b. Any prejudice a party may experience as a result of the amendment;
 - c. Whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
 - d. Whether the amendment is necessary and was requested in good faith; and
 - e. Any other relevant factors.
8. in the case before me, the Tenant was given clear direction at the hearing and in the adjournment sheet issued on September 9, 2025 to amend the application, particularly with regards to the remedies sought. The Tenant chose not to amend their application and the Landlord should not be unfairly prejudiced by the Tenant's request to amend the application at the hearing.
9. The Tenant, who is represented, chose not to amend their application in spite of the direction from the Board. I find that it would be unfairly prejudicial to the Landlord to allow the Tenant to amend their application to include the rent abatement. As a result, the request to amend the application to claim a rent abatement is denied.
10. With regards to the request to amend to include a return of unlawfully collected rent under section 135 of the Act, not only has the Tenant filed the incorrect application for this remedy but the Tenant had not sought any amendment or indicated in their case brief any intention to seek a return of unlawfully collected rent. Rather, the Tenant only states in their case brief that they are seeking a determination on the amount of the lawful rent going forward. As a result, I find that it would be unfairly prejudicial to the Landlord to allow the Tenant to raise this issue in the application before me. As a result, the request to amend to include a claim for unlawfully collected rental amounts is denied.

11. With regards to the request to amend the application to claim an order requiring the Landlord not to harass the Tenant and for reimbursement of the CCTV footage, as the Landlord was aware the Tenant was raising issues with regards to substantial interference and harassment and these remedies flow from the claim in the original T2 application, I find it would not be unfair to allow the amendment to the application to include these remedies.

Substantial Interference

12. The Tenant submits that the Landlord has given notices of rent increase that do not comply with sections 116 and 120 of the *Residential Tenancies Act, 2006* (the 'Act').
13. The Tenant testified that on November 29, 2022, the Landlord called the Tenant seeking to increase the rent from \$2,450.00 to \$2,700.00. The Tenant denied the rent increase, citing the Guideline amounts set out in section 120 of the Act.
14. The Tenant testified that on December 3, 2022, the Landlord called the Tenant again to request a rent increase above the Guideline. The Tenant testified that the Landlord stated that if the Tenant cannot afford the rental unit, the Tenant should move out of the rental unit.
15. The Tenant testified that on December 12, 2022, the Landlord and the Landlord's cousin attended the rental unit and attempted to pressure the Tenant into vacating the rental unit as a result of the Tenant refusing to pay the proposed rent increase.
16. The Tenant also testified that on January 7, 2023, the Landlord emailed the Tenant indicating that he intended to sell the rental unit and requested the Tenant's cooperation in allowing access to a prospective buyer and their agents and ensuring rental unit is in a clean and presentable condition.
17. The Tenant entered into evidence a number of emails between the Landlord and the Tenant between November 18, 2021 and October 17, 2024 regarding rent increases, sale of the property and alleged maintenance issues.
18. The Tenant testified that as a result of growing discomfort as a result of the entries scheduled by the Landlord that she installed a CCTV camera in her rental unit.
19. The Tenant testified that following the conversation on January 7, 2023, the Landlord and the Tenant agreed to a backdated rent increase of the rent from \$2,450.00 to \$2,511.25 effective April 10, 2023.
20. The Tenant testified that she received a subsequent N1 notice dated September 6, 2023 increasing the rent to \$2,573.77 effective December 10, 2023.
21. The Tenant testified that she received a third N1 notice dated August 1, 2024, increasing the rent from \$2,573.77 to \$2,638.09 effective November 10, 2024.
22. The Tenant testified that at some point during their dispute with the Landlord, a mutual acquaintance of the Landlord and the Tenant became involved in the tenancy dispute which made the Tenant uncomfortable.

23. The Landlord testified he has only increased the rent per the guideline amount in 2023 and none of the subsequent N1 notices have been enforced or paid by the Tenant. The Landlord denies harassing the Tenant and testified that he has not been to the rental unit in 31 months as a result of the Tenant's assertions of substantial interference and harassment.
24. The Landlord testified that due to financial hardship, the Landlord requested the rent increases and had considered selling the rental unit. The Landlord testified that they inevitably decided against selling the rental unit and gave the Tenant a proper 90-day notice for the guideline amount set out by section 120 of the Act in the form of the rent increase to \$2,511.25 effective April 10, 2023.
25. The parties agreed the Tenant paid \$2,511.25 from April 10, 2023 up to December 9, 2023 and paid the increased rent of \$2,573.77 for the period of December 10, 2023 and February 10, 2024 through to August 9, 2024, when the Tenant contacted the LTB and learned that the rent increase to \$2,573.77 was unlawful and stopped paying the increased rent. While the Landlord acknowledged collecting this amount, the Tenant reverted to paying the lower rent and there does not appear to be any pressure from the Landlord to obtain any additional rent since the Tenant reverted to paying \$2,511.25. While I considered the rent increase for the purposes of determining whether there was substantial interference or harassment, as I indicated above, the Tenant's request to claim unlawfully collected rent is denied and I make no determinations with regards to the amount of the lawful rent.
26. Based on the evidence before me, I am not satisfied based on the evidence before me that the Landlord's behaviour constitutes substantial interference with the Tenant's reasonable enjoyment or harassment.
27. With regards to the email evidence submitted by the Tenant, nothing in the communications provided as evidence by the Tenant suggests that the Landlord's conduct rose to the level of substantial interference or harassment. While there may be some disagreement as to conversations about the amount of the lawful rent, I was not satisfied that the Tenant has discharged their burden of proof to demonstrate that these communications rose to the level of substantial interference or harassment.
28. While I am satisfied that the Landlord sought increases that did not comply with sections 116 and 120 of the Act, there was insufficient evidence to establish that the Landlord's requested rent increases amounted to substantial interference or harassment, coercion or intimidation as alleged by the Tenant. The Tenant only paid \$2,511.25 as per their agreement with the Tenant in 2023 up to December 9, 2023. While the Tenant paid an increased rent for the periods of December 10, 2023 and February 10, 2024 through to August 9, 2024, there was no evidence that the Landlord pressured the Tenant to pay unlawful amounts. Rather, based on the evidence before me, it appears the Landlord continued to accept the lower rent once the Tenant decided not to pay the increased rent.
29. I am not satisfied that the Landlord attending the rental unit to discuss the rent on December 12, 2022 amounted to either substantial interference or harassment nor was I satisfied that the Landlord's expression of an intent to sell rose to the level of substantial interference, harassment, coercion or intimidation as alleged by the Tenant.

30. As the Tenant has not established that the Landlord has substantially interfered with reasonable enjoyment nor have they harassed the Tenant, the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 15, 2026
Date Issued

Christopher Lin
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.