



## **Order under Section 31 Residential Tenancies Act, 2006**

**Citation:** Sousa v Mejia, 2026 ONLTB 47090

**Date:** 2026-06-16

**File Number:** LTB-T-082424-25

**In the matter of:** 125 CATHCART ST  
HAMILTON ON L8L5A1

**Between:** Jessica Sousa Tenants  
Cody John Harper

**And**

Miguel Mejia Landlord

Jessica Sousa and Cody John Harper (the 'Tenants') applied for an order determining that Miguel Mejia (the 'Landlord'):

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

This application was heard by videoconference on March 17, 2026.

Only the Tenants attended the hearing.

As of 1:33 p.m. the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenants' evidence.

### **Determinations:**

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$4,848.00.
2. The Tenants moved into the rental unit on August 15, 2025. Immediately they encountered problems caused by the tenants in the upper unit of the residential complex. Fire alarms went off multiple times a day preventing sleep. There was a constant flow of people in and out of the upper unit and drugs and drug paraphernalia were regularly present around the complex, including in the shared yard and patio. The Tenants reported their concerns to the Landlord immediately and repeatedly, but no action was taken until after the Tenants had given notice to end the tenancy.

3. Therefore, I find that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household by failing to address the numerous issues caused by the other tenants in the residential complex in a timely manner.
4. I am satisfied that the Tenants moved out of the rental unit because of the substantial interference; they were unable to sleep and had reasonable and valid fears for their personal safety.
5. The Tenants did not live at the rental unit after October 1, 2025, however their possessions remained in the unit until October 15, 2025. The parties signed an N11 agreement to end the tenancy effective October 15, 2025.

### Remedies

6. The Landlord did not return the Tenants' rent deposit or apply it to the last month's rent as required by the Residential Tenancies Act, 2006, (the 'Act'). When the Tenants moved in they paid \$5,500, which represented the first and last month's rent and the pro rated rent for the period of August 15 to August 31, 2025. They then paid \$1,100.00 for the period of October 1 to October 15, 2025, expecting to receive the rent deposit back. The monthly rent was \$2,200.00. In total, the Tenants paid three months' rent but were only able to occupy the unit for two months. Therefore, the Landlord shall return the \$2,200.00 representing overpaid rent or the not returned rent deposit.
7. The tenancy is confirmed to have ended on October 15, 2025.
8. The Tenants were unable to move into a new rental unit, so placed their possessions in storage. I accept their oral evidence that this costs \$200.00 per month to be reasonable and within the range of costs presented to the Board in similar cases. At the time of the hearing, the storage costs were still ongoing with no known end date. I find it reasonable to award the maximum 12 months of storage. They rented a truck to move their possessions at a cost of between \$200.00 and \$250.00. This is also within the range of costs presented to the Board in similar cases. Because there is no receipt to confirm the amount paid, the lower range of their recollection (\$200.00).

### **It is ordered that:**

1. The total amount the Landlord shall pay the Tenants is \$4,848.00. This amount represents:
  - \$2,200.00 for the return of overpaid rent
  - \$2,600.00 for part of the moving, storage or other like expenses that the Tenants have incurred and will incur.
  - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 27, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 27, 2026, the Landlord will owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.

4. The tenancy between the Landlord and the Tenants is terminated as of October 15, 2025.

**June 16, 2026**

**Date Issued**

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**Dawn Carr**

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.