



Order under Section 31 Residential Tenancies Act, 2006

Citation: Lemay v Agarwal, 2026 ONLTB 35161

Date: 2026-06-23

File Number: LTB-T-096294-24

In the matter of: 224 DUNTROON CIR
OTTAWA ON K1T4C9

Between: Pascale Lemay Tenants
Andreas Kaytar-LeFrancois

And

Raman Agarwal Landlords
Geeta Channa
Investfact Developments Inc.

Pascale Lemay and Andreas Kaytar-LeFrancois (the 'Tenants') applied for an order determining that Raman Agarwal, Geeta Channa and Investfact Developments Inc. (the 'Landlords'):

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

This application was heard by videoconference on April 28, 2026.

The Landlords, the Landlord's Legal Representative Marc-Roger Gagné and the Tenant Andreas Kaytar-LeFrancois attended the hearing. The Tenant was authorized to represent Pascale Lemay.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

Preliminary issues

1. The application is amended to add the corporate Landlord Investfact Developments Inc. as a respondent party, as they are listed on the residential lease agreement.
2. This matter was combined with LTB-L-071174-24, an L2 application based on a voidable N5 notice of termination. The Landlord indicated at the start of the hearing that they wished to withdraw the application. The request was not opposed. A separate order dismissing the L2 was issued on May 5, 2026.

T2 application

3. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.

Evidentiary background

4. The Tenants moved into the rental unit under a written residential lease agreement on September 1, 2022. The monthly rent was \$2,395.00. The Tenant was responsible for electricity, heat, internet and water charges. They vacated the unit on December 31, 2024.
5. The lease submitted also states, at page 4, that "The tenant(s) is responsible for paying all the utilities including ... Enbridge Gas including hot water rental ... and setup an account directly in their name with them."
6. The Tenant testified that at the time the lease was signed, the Landlord casually advised them that they could ignore the reference to the hot water tank rental, that it was standard language used in all their leases and that it did not apply to this tenancy. The Tenant stated that they relied on this representation and did not question the clause further.
7. The hot water tank stopped functioning on June 16, 2023. The Tenant promptly informed the Landlord. However, when the Landlord arranged to replace the tank, conflict between the parties arose, as evidenced in the following email exchanges:
 - June 19, 2023 at 12:23 - Landlord R.A. to Tenant: "This hot water tank is rental and usually it is bill through Enbridge, but Enbridge stop doing that and as per signed lease the tenant is responsible for paying the monthly rental. ... They are sending the paperwork to you and me to sign it now for install today or tomorrow."
 - June 19, 2023 at 13:44 - Tenant to Landlord R.A.: "When the tank failed last Friday 1 am we called the emergency number on the tank. The people who answered were from Reliance and said the unit ... was bought out by you or previous owners many years ago. As you are aware, we did not enter into a water tank rental agreement when we signed the lease. As you said in earlier communications, the lease 'is standard lease for some other properties' and the specific wording about a tank rental did not apply to us when we signed not have we had hot water rental payments since signing the lease. If there was an error in the original lease, please let us know and we may negotiate, otherwise this urgent repair cost shouldn't be ours to bear."
 - June 19, 2023 at 16:35 - A. D. (Brilia Air Heating and Cooling Inc.) to Tenant, cc to the Landlord: "Please see attached landlord/tenant form that needs your signature. ... [and] we will require a Void cheque for pre-authorized payments ...".
 - June 20, 2023 at 23:45 - Tenant to Housing Help Ottawa: "We continue to receive threats and pressure from our landlord on this matter. It is extremely stressful to have these interactions with him continuously. He's previously used this tactic of "need to speak in person" to basically bully us. These text messages from him from hours ago, follow those from my previous email: The "I put on hold" he's talking about refers to him interfering with repairs by delaying them to force us to sign a hot water tank rental agreement before repairs would be started on the broken tank."

- June 21, 2023 14:21 - Tenant to A.D., cc to the Landlord: "Installation was completed... the broken water heater was a 20-year old unit owned by the landlord. It was his responsibility to repair his appliance when it broke."
 - June 21, 2023 at 14:32 - Landlord R.A. to Tenant: "You are so wrong. Read the signed lease which clearly says hot water tank is rental and tenent is responsible for paying it. If you do not pay than the company who install it will remove it, or It may become a legal matter please advise."
 - June 21, 2023 at 14:47 - Landlord R.A. to A.D., cc to the Tenant: "I will send you my paper work signed by tomorrow so that you can start billing me. If my tenent does not cooperate by this week and not meet me to sign the papers you needed I will serve him legal documents by early next week."
8. The Tenant A.K-L. phoned R.A. on June 21, 2023 to discuss responsibility for the costs of the hot water tank rental. He submitted an audio recording he took of the conversation.
 9. The Landlord did replace the tank with a rented appliance Brilia supplied and, given the Tenant's refusal to sign the contract, entered into an equipment rental lease with Brilia. The Landlord then pursued the Tenant monthly for the rent instalment of \$34.98 + HST. The Tenant refused pay for this cost. On August 7, 2023, the Landlords served a voidable N5 notice to collect the hot water tank arrears. The termination date was August 31, 2023.
 10. On December 19, 2023 the Landlords gave the Tenant an N12 notice with a termination date of August 31, 2024 because the Landlord G.C. required personal use of the unit for her own residence. The Landlord filed L2 application LTB-L-007148-24 on January 26, 2024, based on the N12 but subsequently withdrew the application on June 17, 2024.
 11. The Landlords served a second voidable N5 notice on July 31, 2024 with a termination date of August 31, 2024, again claiming that the Tenant was liable for and refused to pay the hot water tank arrears that had accumulated, despite repeated reminders. They filed an L2 application based on the N5 on September 3, 2024.
 12. On October 29, 2024, the Tenant served and filed evidence in the Tribunals Ontario Portal in response to the L2. They included land registry documents with a list of properties the Landlord owned. They appended LTB publications about the relevant law. The Landlord withdrew their application the next day.
 13. The Tenant vacated the unit on December 31, 2024. They claim they were induced to move out because of the Landlord's unrelenting pressure over 19 months to pay the hot water tank costs and repeated bullying which made it impossible to enjoy their home.
 14. The Landlord denies any misconduct and disputes the Tenant's version of events. The Landlord emphasizes that the Tenant was aware from the outset of the tenancy of their obligation to pay hot water tank rental charges. The Landlord's Legal Representative submits that, since the Tenant obstinately refused to comply, based on the plain wording of the lease it was appropriate for the Landlord to serve the N5 notices.

The Law

15. Section 22 of the Act provides that a landlord shall not substantially interfere with a tenant's reasonable enjoyment of the rental unit for all usual purposes.

16. Section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
17. The Act does not define “harassment.” However, the Board has consistently held that harassment involves conduct, or a course of conduct, which is known, or that ought reasonably to be known, to be unwelcome or vexatious.

Analysis

18. The issues before the Board are:

- (1) Did the Landlord’s conduct by attempting to impose and enforce hot water tank rental charges substantially interfere with the Tenant’s reasonable enjoyment of the rental unit?
- (2) Did the Landlord’s conduct in pursuing multiple notices of termination substantially interfere with the Tenant’s reasonable enjoyment of the rental unit?
- (3) Did the Landlord engage in harassing conduct?
- (4) Was the Tenant induced to vacate the rental unit due to the Landlord’s conduct and, if so, what remedies should be granted?

The lease terms relating to the hot water tank rental

19. A central issue is whether the Landlord was entitled to require the Tenant to assume responsibility for hot water tank rental charges after the original tank was replaced.
20. That is because the lease contained a clause that required the Tenant to pay for the “hot water rental”. I note that the lease includes multiple clauses that are contrary to section 4 of the Act, and that the inconsistent provisions cited below were void:
 - prohibiting the Tenant from allowing others to reside in the unit without the prior consent of the Landlord.
 - prohibiting pets.
 - prohibiting “wild parties”.
 - prohibiting the “usage of any unprescribed drug” on the premises.
 - prohibiting the use of medical marijuana, or any smoking on the premises outside of the unit.
 - requiring the Tenant to forfeit the “security deposit” if there is “any evidence of cannabis use on the premises”.
 - requiring the Tenant to acknowledge that the rental unit “comes as is”.
 - requiring the Tenant to maintain the HVAC equipment and the water softener.
 - requiring the Tenant to cleanse all appliances “once a week keep them tidy and clean”.
 - requiring the Tenant to make all “basic repairs” to the unit.
 - requiring the Tenant to pay the Landlord for any damage to the unit caused by normal wear and tear.
 - permitting the Landlord to charge for missed service calls for maintenance and repairs.

- requiring the Tenant to use a professional cleaner to clean the unit at the end of the tenancy and to make repairs to holes in walls made by the Tenant (hanging pictures, shelving, etc.).
- permitting the Landlord to attend the property to show the property to future “renters” of the property.

21. These additional terms tend to diminish the reliability of the lease as a legitimate statement of the parties’ legal rights and obligations, and so the lease the Landlord drafted and had the Tenant sign must be viewed with caution.

Substantial Interference

22. The evidence establishes that the Tenant did not pay any hot water tank rental charges from the start of the tenancy to June 2023. The Landlord led no evidence to the contrary and, in fact, admitted in a recorded conversation that the original tank rental contract had expired and charges had ceased. This confirms no active rental agreement or fee existed at the start of the tenancy.
23. The evidence is that while the written lease referenced a hot water tank rental, the Landlord explicitly issued a verbal waiver, advising the Tenant to ignore the clause as it did not apply. The Tenant relied on this waiver to sign the lease. This representation, combined with the 10 months following without rental charges, established the lawful status quo: the hot water tank was landlord-owned equipment included in the rent.
24. Thus, when the tank failed in June 2023, it became a standard maintenance obligation under Section 20 of the Act. The Landlord was required to promptly repair this vital service.
25. Email evidence shows the Landlord instead used the disrepair as leverage, pressuring the Tenant to urgently sign a new rental agreement (“now for install today or tomorrow”) and threatening legal consequences if they refused.
26. The Tenant’s contemporaneous communications reflect a justified concern that essential repairs were being delayed to force compliance with a new financial obligation. The Landlord’s decision to replace an owned tank with a rented unit was a personal business choice and the Landlord cannot unilaterally shift their capital replacement costs onto the Tenant mid-tenancy.
27. The supply of hot water is an essential service. Tenants are entitled to its restoration without unreasonable delay and without being forced to assume new contractual liabilities.
28. While the Landlord may advance a different interpretation of the lease, it must be supportable in law and fact. In this case, the Landlord ought reasonably to have known that the lease did not support imposing this obligation.
29. Because the Act prohibits landlords from unilaterally imposing such changes mid-tenancy, the Tenant was not required to enter the new tank rental agreement or pay the charges; the Landlord cannot retroactively enforce a written clause they had explicitly waived. Therefore, the arrears alleged in the N5 notices were not lawfully owing.
30. The Landlord’s cumulative conduct – insisting on levying unlawful charges and pursuing eviction remedies even up to the hearing date – undermined the Tenant’s security of tenure and caused them unnecessary ongoing stress and uncertainty.

31. Taken together, this conduct amounts to substantial interference with the Tenant's reasonable enjoyment of the rental unit.

Harassment

32. The Tenant contends that the Landlord R.A. frequently harassed them verbally and in emails. R.A. rebuts this by maintaining that the Tenant's evidence is fabricated. He testified that his communications with the Tenant were never abusive because "we never operate like that at all". He acknowledged he could be "curt" and may seem insensitive to tenants who are particularly sensitive individuals, but he was never harassing.
33. Besides the emails presented, the Tenant A.K.L. relies on an audio recording he took of the telephone call with R.A. on June 21, 2023, the day the replacement tank was installed. I have reviewed and accept this recording as reliable evidence of the parties' interaction.
34. During the approximately five-minute call, the Landlord became increasingly agitated. He told the Tenant (5x) that they could "leave if they don't like it" and that he would rent the unit to someone else. He stated it was a mistake to rent to the Tenant, complained (3x) that the Tenant was not sufficiently appreciative of his efforts to install the tank, and indicated (3x) that he would commence legal action on June 26, 2023.
35. I find the tone and content of these statements to be confrontational and dismissive. Repeated suggestions that the Tenant should vacate and referring to imminent legal action would reasonably be perceived as unwelcome, upsetting, and intimidating.
36. The Landlord's persistence that the Tenant show appreciation is remarkable. Replacing a failed hot water tank is a basic maintenance obligation, not a favour. Framing it otherwise improperly suggests that the Tenant is beholden to the Landlord for fulfilling statutory duties, contributing to a dynamic in which the Tenant may feel pressured to comply to avoid the prospect of adverse treatment, including a refusal by the landlord to fulfill their obligations under the Act in future.
37. The Landlord also stated that the tank could be removed and, more significantly, threatened to remove it if the Tenant did not agree to the rental arrangement. The Tenant reasonably perceived this as a threat to enter the unit without authorization, engaging the Tenant's rights to privacy and security.
38. Landlords are not entitled to communicate with tenants in a way that conveys intimidation or domineering attitude. They are expected to communicate neutrally and professionally; the tenant is a consumer. Without doubt, aggressive conduct plausibly creates a hostile or oppressive environment for tenants.
39. The Landlord's conduct complained of was not an isolated incident. It formed part of a broader, sustained pattern of behaviour intended to coerce the Tenant into accepting a new financial obligation, despite the Tenant's clear refusal. This pattern was reinforced by the imprudent service of N5 notices based on charges that were not lawfully owing.
40. The Tenant also submits that the N12 Notice of Termination was not issued in good faith, but rather as a means of pressuring them to vacate the unit. The Tenant points to the timing of the notice, the ongoing dispute, the Landlord's ownership of multiple properties and the fact that the rental unit was likely not the most favorable living space.
41. The Landlord did not provide evidence addressing or rebutting this submission.

42. While a determination as to the good faith of an N12 notice is properly the subject of a separate proceeding, and I make no finding on the validity of the N12, I find that its service is not too remote and contributes to the overall pattern of conduct in assessing the Tenant's claims. The absence of any explanation from the Landlord further supports this inference.
43. I am sufficiently persuaded that the Landlord's communications and notices of termination were coercive and harassing, contrary to section 23 of the Act.

Inducement to vacate

44. The Tenant vacated the unit on December 31, 2024. I am satisfied in all the circumstances that it more probable than not that the Tenant was induced to vacate the rental unit as a direct result of the Landlord's unlawful conduct.

Remedies

Rent Differential in the form of General Compensation

45. The Tenant purchased a home prior to vacating the rental unit. In their application they requested general compensation for 12 months based on the difference between the rent previously paid and the cost of their mortgage payments and property taxes.
46. The Tenant did not pursue this remedy at the hearing. In any event, the compensation sought by the Tenant, based on the difference between rent and the cost of home ownership, could not succeed.
47. Where a tenant establishes that they were induced to vacate the rental unit, subsection 31(2)(a) permits the Board to order compensation for "all or any portion of any increased rent which the tenant has incurred or will incur for a one-year period" after the tenant vacates. The Tenant's claim does not fall within the scope of section 31(2)(a). The statutory language is specific and limited to "increased rent." It contemplates a situation where a tenant leaves one rental unit and incurs higher rent for another rental unit. It does not extend to the costs associated with purchasing and owning a home.

Moving Expenses

48. The following moving expenses of \$430.00 are allowed: (i) \$330.00 for U-Haul moving truck rental (per the reservation confirmation submitted), and (ii) \$100.00 representing the reasonable cost of gas for the U-Haul truck.
49. I accept the Tenant's testimony that they incurred these costs. I find that these expenses are reasonably connected to the events giving rise to the Tenant's relocation and that the amount claimed is not unreasonable.
50. The Tenant claims \$60.00 for the cost of renting blankets for moving but no invoice was submitted. Additionally, the Tenant requests reimbursement for TekSavvy's internet service moving fee of \$49.96. However, the billing the Tenant submitted shows that this fee was credited back to the Tenant.

Costs including legal fees incurred

51. The Tenant seeks reimbursement of legal fees incurred in relation to this application and the Landlord's L2 application based on the N12 notice.

52. Legal fees are not recoverable as damages under section 31 of the Act. However, as reflected in LTB Interpretation Guideline 3, the Board has a limited discretionary authority to award costs under Rule 23 of the LTB's *Rules of Procedure*. Rule 23.2 permits granting reasonable representation or preparation fees, subject to a maximum of \$100 per hour to a maximum of \$700. It provides that such costs may be awarded where a party engages in unreasonable conduct that causes undue delay or expense in the proceeding.
53. As I have found, the Landlord maintained a position in their L2 that had no legal basis, up until the day of the hearing, at which time they withdrew the application.
54. In my view, requiring the Tenant to respond to two L2 applications that were ultimately withdrawn without adequate explanation and to pursue this T2 application resulted in significant unnecessary expense and a substantial investment of the Tenant's time. I find that the Landlord's conduct was unreasonable within the meaning of Rule 23.3.
55. Considering the time and effort realistically required to prepare and present this T2, I find it appropriate to award the Tenant \$700.00 in preparation and representation costs.

Administrative fine

56. The LTB's Interpretation Guideline 16 states that a fine is a remedy to be used to encourage compliance with the Act and to deter similar activity in the future. A fine is not normally imposed "unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance."
57. The Guideline provides that a Member may consider ordering a fine even though it has not been requested in an application. Although not requested in this application, the question of a fine was raised with the parties. The Landlord's Legal Representative questioned the Board's discretion and opposes the imposition of a fine. The Tenant submits that a fine is warranted in the circumstances.
58. I agree. The Landlord's conduct was serious: it included threatening to remove the hot water tank without intent to replace it; persistent unlawful demands for payment, and the giving of two invalid N5 notices – all carried out in the context of providing and maintaining an essential service the Landlord was obligated to provide.
59. This behaviour demonstrates a clear disregard for the Act and improper use of the Board's processes by attempting to advance and enforce a claim that had no legal foundation.
60. The record shows that the Landlord operates multiple rental properties. A high standard of compliance is expected for professional and corporate landlords. The misconduct in this case raises concerns about a potential broader impact on other tenants who have entered into similar lease agreements with this Landlord.
61. While the Tenant has been granted other remedies, those remedies do not address the need for general and specific deterrence. Therefore, I find that an administrative fine is appropriate. The Landlord shall be ordered pay \$2,500.00 to the LTB.

Filing fee

62. Pursuant to Rule 23.1, the Landlord shall also reimburse the Tenant for the application filing fee.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 31, 2024.
2. The total amount the Landlord shall pay the Tenant is \$1,178.00. This amount represents:
 - \$430.00 for moving, storage or other like expenses that the Tenant has incurred.
 - \$700.00 as costs.
 - \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by July 6, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by July 6, 2026, the Landlord will owe interest. This will be simple interest calculated from July 6, 2026 at 4.00% annually on the balance outstanding.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$2,500.00 by July 6, 2026.

June 23, 2026
Date Issued

Elle Venhola
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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.