



Order under Sections 30 / 31 Residential Tenancies Act, 2006

Citation: Kahol v Sharma, 2026 ONLTB 49260

Date: 2026-06-26

File Number: LTB-T-060939-24

In the matter of: 305, 44 BOND ST W
OSHAWA ON L1G6R2

Between: Ashok Kahol Tenant
Renu Kahol

And

Savita Sharma Landlord

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.

Ashok Kahol and Renu Kahol (the 'Tenant') applied for an order determining that Savita Sharma (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant ('T2 Application').
- failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards ('T6 Application').

This application was heard by videoconference on April 27, 2026.

The Landlord, the Landlord's legal representative, Daniel English ('DE'), the Tenant, and the Tenant's witness, Kashvi Kahol ('KK'), attended the hearing.

Determinations:

Preliminary Issue

1. The Tenant delivered a request to amend the application on May 27, 2025 (DOC-5692950). The request to amend the application is granted on consent of the parties.

The Law

Harassment

2. For the Tenant to prove that the Landlord harassed them, they must establish that the Landlord engaged in a course of vexatious comment or conduct toward the Tenant that the Landlord knew or ought to have known to be unwelcome: *Ronan v. Singh*, 2023 ONLTB 13936 (CanLII), para 24. For comment or conduct to be vexatious, it must be pursued for no lawful or legitimate purpose. As an example, even if a tenant were in arrears of rent, the landlord would know, or ought to know, that issuance of a notice of termination of tenancy for rental arrears would be conduct that would be unwelcome by the tenant. This conduct, however, would not be vexatious because it would be conduct engaged in for a lawful, legitimate purpose (in accordance with the landlord's rights under s. 59 of the Act).

Maintenance

3. Section 20 of the Act states:

Landlord's responsibility to repair

20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards. 2006, c. 17, s. 20 (1).

Same

(2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement. 2006, c. 17, s. 20 (2).

4. The Court of Appeal for Ontario has rejected the proposition that this provision ought to be interpreted such that a landlord is in breach of their maintenance obligations as soon as a maintenance issue arises. Rather, a contextual approach, including consideration of the "entirety of the factual situation", must be applied to determine whether a landlord has breached their maintenance obligations under the Act: *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, paras 58-60, 84-86; *TST-98783-18 (Re)*, 2019 CanLII 87665 (ON LTB).
5. Generally, landlords are not held liable for maintenance issues that arise if the landlord addresses the issue of disrepair in a timely and effective manner once they become aware, or ought to have become aware of the issue: *TST-67067-16 (Re)*, 2016 CanLII 72234 (ON LTB), para 33; *LTB Interpretation Guideline #5: Breach of Maintenance Obligations*.

Burden of Proof

6. This is the Tenant's application, and they therefore bear the burden of proof on a balance of probabilities. To prove something on a balance of probabilities, one must present sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that something happened or a fact is true: *FH v. McDougall*, 2008 SCC 53, paras 44-46.

Evidence and Analysis

T6 Application

Cleanliness of Unit at Commencement of Tenancy

7. The tenancy agreement for the rental unit commenced on June 1, 2024. The Tenant first said they moved in on June 2, 2024, but later said it was actually on June 3, 2024 after having visited the unit on June 2, 2024. Later, on cross-examination, the Tenant was referred to an email from their Realtor to the Landlord's Realtor, dated June 2, 2024 stating the Tenant's had moved in that day, and all went well (DOC-5657718, p. 5). The Tenant's evidence was that the unit was not ready on June 1, 2024 because it had not been cleaned, and she did not receive the keys for the unit until June 2, 2024.
8. The Landlord is a medical doctor, living in Winnipeg, Manitoba. She presented as evidence 8 photos of the unit that she said were sent to her by her cleaner on May 31, 2024 (DOC-5657718, pp. 1-2). The photos do not show the whole unit, but the areas shown appear to be clean. The Tenant presented no documentary or photographic evidence to support their assertion that they could not move in on June 1, 2024 because the unit was dirty.
9. The T6 Application is dismissed as it relates to their claim about the unit not being ready on June 1, 2024 because it was dirty, because they failed to present sufficient clear, convincing, and cogent evidence to discharge their burden of proof about this issue.

Informing the Landlord about Maintenance Issues

10. After moving in, the Tenant informed the Landlord about a number of maintenance issues by email on June 4, 2024 (DOC-7791871, p. 6). The email included the following list of issues, and also states that the Tenant had informed the Landlord about these issues previously, both before and after moving in:
 1. One of the four stove burners was not working;
 2. There was a gap in the door which caused the unit to get very cold;
 3. A light bulb was not working;
 4. The "bathroom WC faucet" is old and rusted leading to the leakage in the bathroom;
 5. The toilet flush lever was broken;
 6. There was no cold water in the kitchen;
 7. "[T]he paint chip off have already been sent" (*sic*); and
 8. The fridge was missing a shelf "... and there is a crack below".

11. The Tenant's evidence was that their Realtor also sent the Landlord an email identifying these issues on June 2, 2024 (DOC-5657718, p. 5). The Realtor's email lists 5 issues that Tenant was asking to be repaired: the stove burner, the flush lever, the lack of cold water in the kitchen, the burned out light bulb, and the missing fridge shelf. The Tenant then said they discovered the bathroom water leak on June 3, 2024.
12. When KK, the Tenant's adult child, gave evidence, they said that the issues identified in the June 4, 2024 email were all identified on June 2, 2025, and that KK helped to draft the email (DOC-7791871, p. 6). On cross-examination, after confirming all of these issues were identified on June 2, 2024, KK was asked about the fact that the water leak issue was missing from the Realtor's June 2, 2024 email. KK then said that they went to inspect the unit on June 2, 2024, but the leak issue was not discovered until June 3, 2024.
13. The Tenant emailed the Landlord again on June 13, 2024 to follow up primarily on the issues about no cold water in the kitchen and the water leak in the bathroom, because these were the most pressing issues from the Tenant's perspective (DOC-7791871, p. 11).
14. The Landlord said she was not aware of any issues in the unit because the former tenants who had moved out on May 29, 2024 did not complain about any issues, and none were identified by her cleaner who attended after that.

Bathroom Leak and Toilet Lever

15. The Tenant said that when they moved into the unit there was a leak in a water line in the bathroom that supplies the toilet. The Tenant presented as evidence three photos of the water pipe from the wall that supplies the toilet, and a bowl with water under the pipe (DOC-7791871, p. 7). The Tenant's evidence was that the bowl had to be emptied every couple hours.
16. The Tenant's evidence was that there was a pipe that was old and rusted, causing the leak, and that the leak persisted for 14 days before it was fixed.
17. Specifically, the Tenant's evidence was that the first plumber attended immediately, but after he left, the pipe was still dripping, and a second plumber came and repaired the leak 14 days later.
18. On cross-examination, the Tenant was referred to several photos, one of which shows the toilet with a bidet installed (DOC-5657718, p. 3). The Tenant acknowledged they had the bidet installed. When asked if the installation of the bidet may have caused the water leak, the Tenant said that the bidet was installed by the person the Landlord sent to fix the water leak on July 11, 2024, and this was not the cause of the leak.
19. The Tenant acknowledged the lease prohibits alterations to the unit without the Landlord's consent, and the Landlord's consent was not obtained relative to the installation of the bidet (5657406, p. 44).
20. The Landlord said that the Tenant actually installed bidets in both bathrooms in the unit without her consent. She said that the Tenant initially tried installing the bidets themselves, which caused leaks in both bathrooms, and it was after this that the Landlord's handyman properly installed them, without the Landlord's knowledge at the time. I note that the

photos of the leak with a bowl under the pipe presented by the Tenant were close-up photos of the pipe from the wall, and it cannot be determined from the photos if a bidet was installed at that point.

21. The Landlord presented a transcript of a voicemail she received from the condominium supervisor stating there is a leak from the unit's bathroom (DOC-5657718, p. 6). The Landlord said she immediately had Roto Rooter attend to address this issue. At the time the Landlord did not know the cause of the leak, but said her handyman later told her that it was caused by the Tenant tampering with the pipe to install their bidet.
22. The Landlord presented a June 3, 2024 invoice from Roto Rooter (DOC-5657410, pp. 6-7). Under "description of work", the invoice states: "When I arrived the fill valve was cracked and the shut off valve was not working. I replaced everything. Now everything is working well".
23. On cross-examination, the Landlord acknowledged the cleaner would not know how to conduct a maintenance inspection, but said they would tell her if there was a water leak.
24. The Landlord also said on cross-examination that her handyman informed her on August 1, 2024 that he had installed the bidets for the Tenant, and that the leak was caused because the Tenant had previously tried to install the bidets themselves.
25. I prefer the Landlord's evidence relative to the water leak issue. Each witness for the Tenant gave inconsistent evidence about when the leak was discovered (June 2 or June 3, 2024), and both changed their evidence about when this was discovered only when confronted with the fact that this issue was missing from the Realtor's June 2, 2024 email.
26. Further, the Tenant's evidence was that the leak was so bad that the bowl they were using to catch water had to be emptied every couple of hours. The Landlord's evidence was that it was so bad the building management became aware of it on June 3, 2024. If there was a water leak this significant on June 2, 2024, when the Tenant either moved in or inspected the unit, it is unlikely it would not have been identified at this time.
27. I also find it is unlikely that the water leak was active before June 3, 2024 because if there were a significant leak, the Landlord's cleaner likely would have informed her about it, the former tenant likely would have informed her about it, and/or building management would have likely informed her about it if it was impacting the unit below.
28. I do not find the Tenant's evidence about this issue to be reliable given the inconsistencies and the illogical conclusions that would be required to accept their evidence.
29. I find it is more likely than not that the leak was caused when the Tenant tried to install a bidet themselves on June 3, 2024. It is logical that the leak started on June 3, 2024 given that the voicemail the Landlord received from building management.
30. The Tenant's evidence was also not logical because they claim to have discovered the leak on June 3, 2024, and they emailed the Landlord about it on June 4, 2024, which is after Roto Rooter had attended to address the issue.

31. To the extent that the leak persisted after June 3, 2024, I do not accept that it was an active, significant leak. The Tenant's evidence was that the pipe continued "dripping" after this time.
32. Taking the entire factual matrix into account, I find that the Landlord addressed the water leak in a timely and effective manner once she became aware of it, regardless of whether the Tenant caused the leak. The Landlord sent Roto Rooter immediately when she was made aware of the issue, and was informed by Roto Rooter that the issue was resolved that same day. While a minor leak may have persisted after this, the Landlord had it repaired in a timely manner as well.
33. The Tenant also presented a photo of the toilet flush lever, which the Tenant said was broken and taped with scotch tape. The Tenant's evidence was that the lever was broken, but it still worked (DOC-7791871, p. 7). This issue was effectively addressed by August 29, 2024 (DOC-7791871, p. 28).
34. Whether this was addressed in a timely manner must be considered in the context of the significance of the issue. Given that the lever worked, I find this to have been a primarily aesthetic issue. Given this and all of the other more significant issues at the time, I find that issue was addressed in a timely and effective manner.
35. The T6 Application is dismissed as it relates to the bathroom leak and the flush lever.

Stove Burner

36. The Tenant's evidence was that upon move in, one of the four stove burners was not working. The Tenant presented a photo of the stove. The knobs for all four burners are on, and three of them are evidently working because they are red. One of the two larger burners is not rent and not working (DOC-7791871, p. 8).
37. The Landlord said that when she was informed that one of the stove burners was not working, she called her handyman to have the issue addressed. She said that the handyman ordered a part, but when it arrived, it did not fit. The Landlord considered ordering a new oven/stove, but there was an issue with it fitting through the unit door. She said that the initial repair attempt was on June 29, 2024 after the part arrived. She said that the burner was repaired on August 11, 2024, and that she was working on getting the correct part the entire time.
38. The Tenant acknowledged the burner was working in an August 14, 2024 email to the Landlord (DOC-5657410, p. 28).
39. The Landlord presented an email from "Partselect.ca" dated June 27, 2024 confirming an order, which the Landlord said was the initial part ordered that was no compatible (DOC-5657410, p 24).
40. I accept that the Tenant made the Landlord aware of this issue on June 2, 2024 through their Realtor's email, and again informed the Landlord about this issue directly on June 4, 2024. While the Landlord eventually addressed this issue in an effective manner, the burner remained inoperative until August 11, 2024. The Landlord said she was working on getting this fixed during this whole period, but aside from ordering the wrong part on June

27, 2024, there was no specific detail provided by the Landlord as to exactly what she was doing during this time or why it took so long. For example, it is not clear why the Landlord could not have called an appliance repair person to inspect and repair the burner when she was informed of the issue.

41. The Tenant is entitled to a rent abatement for the period June 2, 2024 to August 11, 2024 relative to the stove burner, which is a period of 70 days. The monthly rent at the time was \$2,400.00. The *per diem* rate would therefore be \$78.90 [$\$2,400.00 \times 12$ months, divided by 365 days]. The Tenants paid a total of \$5,523.00 for these 70 days based on the *per diem* rate.
42. A rent abatement is a remedy based on the premise that if one pays 100% of the rent, they should receive 100% of the value of what they pay for. An abatement of rent is intended to account for the proportion of that value the tenant did not receive because of the Landlord's breach of the Act.
43. This is issue related to one of four burners on the stove. It was one of the two larger burners. There was no specific evidence as to how this issue impacted the Tenant during the relevant period. Remedies ordered by the LTB are compensatory. They are not punitive or intended to penalize a party.
44. Given the evidence before me, I find that this was a minor issue warranting only a modest rent abatement of 1% for the relevant period, being \$55.23 ($\$5,523.00 \times 1\%$).

Gap in Door

45. The Tenant's evidence was that there was a gap in the sliding door leading to the balcony, and it was about two centimeters wide. The Tenant presented several photos of the door (DOC-7791871, pp. 9-10). The Tenant said that the door could not close more than what is depicted in the photos. The Tenant's evidence was that heat, dust, wind, and noise from outside were all issues because the door could not fully close.
46. The Landlord presented a photo sent to her by her cleaner on May 31, 2024 which includes the balcony door. The doors are fully closed in the photo, and there is no gap (DOC-5657718, p. 2).
47. The Landlord's evidence was that there was no gap in the door. She said there was no issue at all with the sliding glass doors, and the only issue was that a screen door was off the track. This is consistent with the photos presented by both parties.
48. The Tenant's evidence was that they believe this issue was finally repaired around October 10 or 11, 2024 (DOC-7791871, p. 51-52). The Landlord acknowledged that the issue was finally resolved on October 11, 2024.
49. I accept that there was an issue with the screen doors, but not the glass doors. The Tenant's allegations and evidence on this issue were inconsistent and confusing. For example, there being an issue with the screen doors would not cause issues with wind, noise, dust, or temperature in the unit. These things would permeate a screen door whether it is in good repair or not. To prevent or attenuate issues relative to wind, dust,

noise, or temperature, one would need to close the glass door, which I have found was not in disrepair.

50. The Tenant's allegation in the application was that: "There was a significant gap in the door to the patio, resulting in a draft permeating throughout the unit". Later in the application, the Tenant claims: "On October 11th, a technician came in to fix the gap in the *screen* door. The repair person explained to the Landlord on the phone that the coasters for the door were very old and would need to be replaced. He was told not to complete the repair. As a result the door must remain closed, and the Tenant has lost access to the balcony" [emphasis added]. The first allegation about the door is clearly not an allegation about the screen door, as a draft would permeate a screen door whether it is in disrepair or not. The second allegation was not consistent with the evidence at the hearing, which was that the screen door was repaired on October 11, 2024.
51. In the remedies section of the application, the Tenant seeks a remedy relative to the screen door.
52. The Tenant's complaints to the Landlord about the patio door were ostensibly about the glass door, because they complained about the temperature issues it allegedly caused. There was no evidence about when the Tenant specifically complained about the screen door. The only allegation about it in the application was that it wasn't fixed on October 11, 2024, but the evidence at the hearing was that it was repaired on this date.
53. The Tenant did not discharge their burden of proof relative to this allegation. The T6 Application is dismissed as it relates to the allegation about the gap in the patio door.

Light Bulb

54. The Tenant presented a photo of a light fixture that has three lights. The bulb in one of the lights is burned out. The Tenant's evidence was that the Landlord told them to buy light bulbs, so they did. A burned out light bulb is a minor issue, and does not warrant a rent abatement. The Tenant may have been entitled to recover the cost paid for the light bulb, but this was not claimed in the application, and no evidence as to the cost of the light bulb was presented.
55. In the application the Tenant claimed reimbursement for a fridge light bulb, but there is no allegation about a fridge light bulb in the application.
56. The T6 Application is dismissed as it relates to the light bulb.

Fridge

57. The Tenant presented a photo of the fridge. There is no shelf above the crispers (DOC-7791871, p. 9). The Tenant said the shelf was replaced around August 19 or 20, 2024. The Landlord said it was hard to find the correct shelf for the fridge, but that she ordered it as soon as she found it online.
58. I do not need to consider whether this issue was addressed in a timely and effective manner, because no remedies is requested relative to the shelf in the application.

59. On July 23, 2024, the Tenant emailed the Landlord, stating that they had reported an issue with the fridge on July 21, 2024, which had been “.. giving trouble since ...” July 20, 2024. The Tenant’s complaint was that the fridge was not working properly, food could not be preserved, and the food that was in the fridge had gone bad (DOC-7791871, p. 13).
60. The lease contained a provision stating that the Tenant was to pay the first \$75.00 toward repairs. On July 23, 2024, the Tenant sent the Landlord \$75.00 for the fridge repair (DOC-7791871, p. 17). The fridge was repaired on that day, for a total cost of \$324.41 (DOC-7791871, p. 18). The provision of the lease requiring the Tenant to pay the first \$75.00 toward any repairs in the unit is void because it is inconsistent with the Act, which provides that the Landlord is obligated to maintain the unit in a state of good repair, fit for habitation, and in compliance with health, safety, housing, and maintenance standards: ss. 3(1) & 20, *Residential Tenancies Act, 2006*.
61. Although the Tenant claimed this \$75.00 in the application, the Tenant’s evidence was that they think the Landlord later paid them the \$75.00 back. The Landlord acknowledged the Tenant paid the \$75.00, but said she later returned it to them.
62. I find that the Landlord addressed the issue with the fridge in a timely and effective manner. The issue with the fridge is one that ought to be addressed expeditiously, and I find that it was. It was repaired the day after the Tenant’s July 23, 2024 email, and on the third day after the initial July 21, 2024 complaint. I note the July 21, 2024 email was sent at 6:24 p.m., which was a Sunday evening. In the context of this issue, I find that having the fridge repaired on July 24, 2024 amounts to a timely repair.
63. On October 8, 2024, the Tenant emailed the Landlord stating that the fridge was again not working properly. The Tenant said that it was not cold and food was spoiling. According to the Tenant, the issue was with a sensor, and it was repaired by October 17, 2024 (DOC-7791871, p. 52). The Landlord did not present any cogent evidence as to why it took 9 days to have the fridge repaired in October, after a much more expeditious repair of the fridge in July.
64. As noted above, a fridge not functioning is an issue that ought to be addressed expeditiously. Absent a reasonable explanation, I find that the issue with the fridge in October was not addressed in a timely manner. The Tenant is entitled to a rent abatement for 9 days in October 2024 when the fridge did not function properly.
65. The Tenant’s request for a 10% abatement relative to this issue is reasonable. This amounts to \$71.00 ($\$78.90 \times 9 \text{ days} \times 10\%$).
66. The Tenant also claimed out of pocket expenses for takeout meals during the time the fridge was not functional, but there was no cogent evidence presented relative to these alleged expenses, so they will not be ordered.

No Cold Water in Kitchen

67. The Tenant said that there was no cold water in the kitchen for the first 88 days after they moved into the unit. The Tenant’s evidence was that the Landlord denied there was an issue, but when the property manager attended, they said there is an issue with the tap

and it needed to be replaced. The replacement occurred after 88 days, according to the Tenant.

68. The Tenant's evidence was that this was an issue because they only had hot water in the kitchen, and they could not use it for washing fruits or vegetables, or for drinking.
69. The Landlord's evidence was that the previous tenant of the unit told her there was no issue with water temperatures in the kitchen. I do not give this evidence any weight because it is hearsay, except to the extent that I accept the former tenant did not complain about this issue, so the Landlord would not have been aware of it before the Tenant complained about it.
70. The Landlord said that when she was made aware of the issue, she called a plumber and her handyman. She said the faucet was changed on June 15, 2024, and changed again on August 27, 2024. This is supported by a text message from the Tenant to the Landlord dated June 15, 2024 where the Tenant wrote "[k]itchen faucet is changed and supply of cold and hot water both is operational" (*sic*) (DOC-5657410, p. 12).
71. The Tenant did not give any evidence about the June 15, 2024 repair that they had acknowledged by text message. It is apparent that as of June 15, 2024 the Tenant had cold water in the unit, but that the issue later recurred. The only evidence as to when the issue was recurred was that the Landlord spoke with her handyman on August 1, 2024 (when he informed her about the bidets) because the Tenant had complained about cold water.
72. The issue had been effectively addressed by August 27, 2024 according to the Landlord, which is consistent with an August 29, 2024 email sent by the Tenant to the Landlord (DOC-7791871, p. 28).
73. The Landlord also presented a text message from her plumber after the issue was repaired, which identified the issue as cold water pressure and flow having been "low", not absent (DOC-5357410, p. 30).
74. Since the required repair was only to replace the faucet, it is unclear why this took 12 days in June, or at least 27 days in August. Cold water is defined in the Act as a "vital service", and is an issue that ought to be repaired expeditiously once a Landlord is aware of the issue. There was no explanation from the Landlord relative to these timelines, and I therefore find that the issue was not addressed in a timely or effective manner in June or in August. The Tenant is entitled to a rent abatement for 39 days relative to the cold water issue (12 + 27). The Tenant is not entitled to a remedy for the period from June 16, 2024 to July 31, 2024 because they did not present cogent evidence relative to when the issue recurred after the June 15, 2024 faucet replacement.
75. The Tenant sought a 20% rent abatement relative to the cold water issue. I find this to be excessive. I do not find it reasonable that the Tenant's lost 20% of the value of what the paid for during this period because of a lack of cold water in the kitchen. I find that a 10% abatement is more appropriate in the context.
76. This amounts to \$307.71 [$\$78.90 \times 39 \text{ days} \times 10\%$].

Paint Chip

77. The Tenant said that there was paint chipping, and the Landlord was informed because they did not later want to be blamed. The Tenant said the paint was chipping in random places, but presented no photos of the issue.
78. In the June 2, 2024 email from the Tenant's Realtor, the paint chip issue is identified "... just for the record of how the apartment was received and no action is expected to be taken" (DOC-5657718, p. 5).
79. The Tenant did not present sufficient clear, convincing, and cogent evidence to establish it is more likely than not that any paint chipping amounted to anything more than a minor aesthetic issue. The Tenant also did not request any repair relative to paint chipping.
80. The application is dismissed relative to the paint chip issue.

T2 Application - Harassment

81. The Tenant presented an email from the Landlord dated July 24, 2024 where the Landlord states that the unit and appliances were "... in perfect working condition" before the Tenant moved in (DOC-7791871, p. 14). The Tenant believes this was inappropriate because they claim the issues complained of were all present before the tenancy began, and were reported the day after they moved in. I do not find that this email rises to the level of harassment because I do not find that it was vexatious for the purpose of the relevant legal test.
82. Landlord's are not held to a standard of perfection, and I accept the Landlord's evidence that she sincerely believe the unit and its appliances were in a state of good repair at the time the tenancy began.
83. The Tenant also presented an email from the Tenant to the Landlord dated July 24, 2024 where the Tenant accused the Landlord of shouting and using inappropriate language during a phone call, including calling the Tenant "Desis", which the Tenant said is a derogatory term for a rural, rugged person. The Tenant's evidence was that use of the term is pejorative in this context (DOC-7791871, p. 14).
84. The Tenant also presented a transcript of a text message from the Landlord on June 13, 2024. The Landlord refers to "multiple issues" since the Tenant moved in, and wrote "It will be better for you to move in to some other place. I will refund all your money" (the Tenant had prepaid one year's rent). The Tenant replied that moving out was not an option for them (DOC-7791871, pp. 39-40). There was no evidence that the Landlord raised this issue again.
85. The Tenant also referred to phone calls between them and the Landlord on June 30, 2024 and July 11, 2024. The Tenant's evidence was that the Landlord was harassing them, claiming they were responsible for all the damage to the unit, and calling the Tenant "Desi" and "Pagal". The Tenant said that "Pagal" means "crazy".
86. In the Tenant's documentary evidence package, a transcript of text messages between the parties and record of phone calls was included (DOC-7791871, pp 36-52). The Tenant could not identify use of the words "Desi" or "Pagal" in the text messages, and said this happened on a phone call.

87. KK said that when this phone call occurred, KK and the Tenant were all present. KK said that the Landlord was shouting, and calling the Tenant “Desi” and “Pagal”, and KK then took the phone. KK said that this was in June 2024 in the evening, and it was a 7-minute phone call.
88. KK initially said that these insults were first made to her mother, then her father, then to KK, but on cross-examination, KK then said the phone call from the Landlord came to their mother’s phone, but she was too anxious so their father answered the call, and later passed the phone to KK.
89. KK said that these terms are not necessarily derogatory, but that context matters. In a friendly relationship they may not be pejorative, but would be in an acrimonious relationship.
90. The Landlord denied ever having called the Tenant names or using derogatory language. The Landlord said she had phoned the Tenant to talk about adjusting a knob on the fridge. She said the male Tenant began yelling at her about the state of the unit, and the Landlord was asking to talk to the female Tenant. Instead, the phone was passed to KK, who the Landlord said was also being rude to her. The Landlord said she just wanted to talk about getting the fridge repaired, but began to feel overwhelmed, and hung up.
91. The Tenant has failed to present sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that the Landlord called the Tenant “Desi” and “Pagal”. Such language is not consistent with any of the significant amount of written communication between the parties that was presented as evidence, in which the Landlord’s language is civil. Although the Landlord did accuse the Tenant of causing the damage they were complaining about, this is in the context of a number of issues the Landlord was previously unaware of. This is not similar to or consistent with pejorative name-calling.
92. KK’s evidence about the call was inconsistent relative to this issue, in that KK first said that the Landlord first used these terms toward her mother, then her father, then to KK, but then later said that her mother did not actually speak with the Landlord that day.
93. The Landlord and Tenant gave conflicting evidence about what was said on the phone call, but it is the Tenant who bears the burden of proof. I find no reason to prefer the Tenant’s evidence over the Landlord’s on this point, so the Tenant’s burden of proof has not been discharged.
94. The Landlord sent a single text message stating that it would be better for the Tenant to move out, and that she would refund all the Tenant’s money. This is a communication that the Landlord knew or ought to have known would be unwelcome. The Tenant had a lawful right to continue the tenancy, and there was no evidence that the Tenant suggested they wanted to move. The comment was also vexatious in that it was not made for a lawful or legitimate purpose.
95. However, this was a single message, and there was no evidence that the Landlord ever made any similar comment or statement after the Tenant informed that they did not intend to move. This was not a *course* of vexatious comment or conduct, but was rather an isolated comment in the context of a landlord and tenant relationship that had become

fraught, and one party suggested ending the relationship by mutual agreement. This single comment, in context, does not rise to the level of harassment.

96. The T2 Application is dismissed.

Remedies

97. For the foregoing reasons, the Landlord shall pay the Tenant \$433.94 [\$55.23 + \$71.00 + \$307.71] for a rent abatement relative to the T6 Application.

98. The Tenant paid \$48.00 to file this application and is entitled to recover this amount.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$481.94. This amount represents:
 - \$433.94 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 7, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 7, 2026, the Landlord will owe interest. This will be simple interest calculated from July 8, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 26, 2026
Date Issued

Mark Melchers
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.