



Order under Sections 29, 30 and 31 Residential Tenancies Act, 2006

Citation: Pham v Tran, 2026 ONLTB 35168

Date: 2026-06-29

File Number: LTB-T-043361-25

LTB-T-080177-24

In the matter of: 121, 25 COLLINGSGROVE RD
SCARBOROUGH ON M1E3S3

Between: Thi Nhan Pham Tenant

And

Anh Huy Tran Landlord

Thi Nhan Pham (the 'Tenant') applied for an order determining that Anh Huy Tran (the 'Landlord') 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.

Thi Nhan Pham (the 'Tenant') applied for an order determining that Anh Huy Tran (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 April 28, 2026.

The Landlord, the Tenant and the Tenant's Legal Representative Mitchell Kent attended the hearing. Adrian Drinkwalter attended as a witness for the Tenant.

Determinations:

Preliminary issues

1. Adrian Drinkwalter is not a party to the tenancy agreement and was always only an occupant of the rental unit. Therefore, on consent of the parties, he is removed as an applicant in these proceedings.
2. On September 16, 2025, the LTB combined LTB-T-080177-24 (T2, filed October 4, 2024) and LTB-T-043361-25 (T2/T6, filed May 30, 2025), to be heard together.

Background

3. The Tenant T.N.P. took occupancy of the rental unit on August 1, 2022. The monthly rent was \$2,550.00. She physically moved out of the townhouse on August 31, 2024 when she and her spouse separated. At that time, the monthly rent charged was \$2,650.00.

4. The tenancy was terminated on November 25, 2024 by issuance of LTB order LTB-L-073098-24 dated November 14, 2024. As of September 2024, the Landlord knew that the Tenant was residing elsewhere, as described in this order. The evidence is that the Tenant's former spouse A.D. lived in the unit as an unauthorized, overholding occupant until he was evicted on April 3, 2025.

T6 application

5. As explained below, I find that the Landlord failed to meet the Landlord's obligations under subsection 20(1) of the *Residential Tenancies Act, 2006* (the 'Act') to repair and maintain the rental unit and/or failed to comply with health housing and maintenance standards.

Kitchen sink drainage issues

6. The Tenant T.N.P. testified that she had issues with the kitchen sink shortly after moving in and informed the Landlord; a few days later, the Landlord used a plumbing snake to unclog the drain.
7. She stated that in 2023 the issue recurred, but she simply hired a plumber to resolve it.
8. T.N.P. next informed the Landlord on June 25, 2024 of the kitchen sink again not draining properly and reported that there was water leaking under the sink, that the faucet was falling off and that she could not use the sink. She placed a bucket directly under the sink to catch the constant drips. She provided several videos to the Landlord showing the drain issues and leaking, which she had taken on June 23, 2024.
9. The Landlord bought over a chemical drain cleaner for her to use, with instructions. T.N.P. testified that this did not resolve the problem.
10. She reported the same issue again to the Landlord on July 4, 2024 and he left another chemical drain cleaner at her door for her to use. The morning after treating the apparent clog, she took a video and sent it to the Landlord showing a partially drained sink. The videos of the drainage issues were submitted as evidence.
11. T.N.P. testified that on August 17, 2024, when the Landlord came by to collect the rent, she showed him that the leak was still occurring. On August 19, 2024, he used a plumbing snake without success. A few days later he asked a plumber to make repairs. After that, T.N.P. says, the drain worked but still not properly, and water continued to drip down a pipe under the sink. She maintains that the issues were never satisfactorily resolved.
12. The Landlord A.H.T. agreed with the facts presented by T.N.P. up to July 4, 2024. However, he says, he heard no more about the sink issue until August 2024. He testified that when he inspected the sink on August 17th, he found that T.N.P. had "removed the drain". He immediately hired a plumber to make repairs and the problem was resolved.

Mould

13. On August 17, 2024, T.N.P. showed the Landlord significant mould that had appeared on the cabinet housing the sink. She took a video although she could not recall whether it was in July or August 2024 but she presented it to the Landlord at the time.
14. Her evidence is that the Landlord brought a piece of wood on the next visit to cover up the mould. She claims that he never conducted any further investigation and that the mould was never remediated.

Damage to the laundry room ceiling

15. T.N.P. explained that the water from the sink leaked into the ceiling of the laundry room directly below. She mentioned this to the Landlord, who responded that he would come by and check it out but, she says, he never did.

Upstairs Toilet

16. When T.N.P. moved into the unit, she discovered that the flush lever attached to the toilet was not working properly and so the toilet would not flush properly. She testified that a few days later she informed the Landlord by text message and in person. The Landlord tried to repair the handle, and she recalls that it did work for a couple of days.
17. T.N.P. indicated that when she informed the Landlord after it fell again into disrepair in July 2024, he did not respond to her texts.
18. She explained that, at that point, she had given up on trying to get things repaired having dealt with the Landlord's non-responsiveness; he gave her the impression that he was bothering him and so she was hesitant to make further complaints.
19. T.N.P. testified that in September 2022, she hired a plumber to repair the flush lever but even then, the handle would fail sporadically, requiring multiple attempts. Her evidence is that it was not working properly up to the date when she moved out.

Mice infestation

20. Shortly after moving in, T.N.P. heard rodents running in the walls of her bedroom. She saw mice darting under the fridge. Concerned, she says she immediately told the Landlord. Her former spouse A.D. – who was residing with her at the time – took videos on his phone. The videos submitted show a dog playing with a stunned or dead mouse on the kitchen floor and another shows a mouse running under the fridge. She recalls that the Landlord promised to bring a trap, but he did not. T.N.P. asserts that the infestation remained unresolved prior to her vacating.
21. A.D. testified that the Landlord never came by the unit or sent anyone to investigate the rodent issue. He described the Landlord's attitude as typically "combative".
22. The Landlord A.H.T. acknowledged what he deemed to be a minor mice infestation problem. He testified that T.N.P. only informed him in August 2024 about the issue.
23. He stated that when he initially tried to inspect the unit in September 2024 with a contractor, he was prevented from doing so because T.N.P. or A.D. refused entry but also because the Tenant's dog was aggressive towards him. This, he said, was captured in a video recording he took on that date.
24. When the Tenant's Legal Representative M.K. replayed the video of the entry, M.K. pointed out that the dog was silent and wagging its tail. He asked A.H.T. if he believed the dog's behaviour in the video was indicative of an aggressive animal greeting a visitor. A.H.T. maintained that he was intimidated by the pet.

Analysis

25. Subsection 20(1) of the Act requires a landlord to repair and maintain the rental unit and the residential complex in a good state of repair.

26. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance and repair obligations, including whether the landlord responded to the issue reasonably in the circumstances.

Kitchen sink drainage issues

27. I accept the Tenant's evidence that the kitchen sink and faucet were in disrepair, that she informed the Landlord on multiple occasions about it and that the measures the Landlord took did not resolve the drainage issue. I believe the Tenant when she says that she continued to have issues with the drain up to the time she vacated the unit. This included a persistent water leak from the faucet down through the pipes and into the ceiling below. I am satisfied that, once the Tenant discovered the leak, she placed a bucket under the dripping water, manually emptying it as it became full.
28. The Landlord did not provide evidence of any professional inspection or of any effective plumbing repair.
29. I find that asking the Tenant to address a persistent plumbing problem herself using over-the-counter products does not satisfy the Landlord's maintenance obligations under section 20 of the Act. Responsibility for diagnosing and repairing underlying plumbing issues rests with the Landlord.
30. The evidence supports a finding that the drainage issue was ongoing for a significant period, was not adequately repaired, and contributed to water damage and mould.

Mould

31. The photos the Tenant testified about as regards the existence of toxic mold were persuasive.
32. The unchallenged evidence is that it was never properly dealt with. Although he had the opportunity, the Landlord did not provide evidence of any professional inspection or remediation of the mould. What the Landlord did do was to hide the affected area with a board. The "repair" was consistent with a temporary or cosmetic fix.
33. It is well established that the presence of toxic mould is a serious maintenance and repair issue that requires investigation and remediation. Simply covering the affected area does not address the underlying problem.
34. I find that the Landlord failed to adequately investigate the source of the mould and to ensure the mould was eradicated.

Ceiling disrepair

35. The Tenant testified that the leak also caused damage to the ceiling below, which was never repaired. The Landlord did not provide any evidence that this damage was addressed.
36. Given my findings regarding the unresolved leak, it is reasonable to conclude that resulting damage to the ceiling would require repair.

37. I find that the Landlord failed to repair water damage arising from a known plumbing issue, in breach of his obligations under section 20 of the Act.

Mouse Infestation

38. The Tenant testified that there was a mouse infestation in the unit and that the Landlord stated he would provide traps but failed to do so.
39. The Landlord did not provide evidence of any effective pest control measures being implemented.
40. Pest infestations fall squarely within a landlord's maintenance obligations. A failure to take reasonable steps to address such conditions constitutes a breach of the Act.
41. I accept the Tenant's uncontested evidence and find that the Landlord failed to take reasonable steps in a timely manner to effectively resolve the rodent infestation.

Prevention from making repairs

42. The Landlord submitted that he was unable to complete repairs on one occasion because the Tenant's dog behaved aggressively. He provided a video in support of this position.
43. The Tenant's representative pointed out that, in the recording, the dog appeared calm, wagged its tail, and did not bark or display aggressive behaviour. When asked about this, the Landlord stated that he nonetheless felt intimidated.
44. I find that the video evidence does not support the Landlord's characterization of the dog as aggressive. The behaviour shown is consistent with a friendly interaction.
45. While I accept that a landlord may have subjective concerns about safety, those concerns must be objectively reasonable to justify a failure to carry out maintenance obligations. In this case, I do not find that the Landlord's concerns met that standard or that they prevented him from access to the unit to complete necessary repairs. There is no evidence that the Landlord requested that the dog be secured during a scheduled repair time or asked the Tenant to make other arrangements for the dog.
46. I therefore do not accept that the Tenant's dog was a valid reason for the Landlord's failure to carry out necessary repairs.

T2 application

47. As explained below, the Tenant T.N.P. proved the allegations contained in the T2 application on a balance of probabilities.
48. On September 4, 2024, the Landlord's former paralegal R.B. emailed T.N.P. to say:
- "I have been HIRED by your Landlord to now deal with this tenancy. YOU said you would leave, then you extended it, then you said you would leave August 31, 2024. Your landlord gave you an N11¹ to sign. ... I left you a voice mail message. Please let's talk. If you don't want to talk, we will take this to the Landlord and Tenant Board and ask for immediate eviction as we have PROOF that you wrote in a text that you will leave. The Judge will give us an immediate

¹ N11 Agreement to End the Tenancy (the 'N11').

eviction. I will give you until [September 5, 2024] to call... If not we go to a Judge to evict you...”.

49. On September 5, 2024, R.B. emailed T.N.P.: “Why are you ignoring me I guess you don’t want a deal We now go to court for immediate eviction If you can’t deal with it hire a paralegal”.
50. Without notice to T.N.P., on September 9, 2024 the Landlord filed an L3 application with the Board, for an *ex parte* eviction order. The application was based on an earlier text message that T.N.P. sent to the Landlord informing him that she would be moving out.
51. On September 12, 2024, the Board directed the L3 application to a hearing, which was subsequently scheduled for November 4, 2024.
52. T.N.P. testified that on the same day, the Landlord called her by phone to say that he knew A.D. had a criminal court date on September 17, 2024. Her evidence is that he told her that if she did not sign an N11 he would “get her involved” in that criminal charge (which related to an incident that occurred in the residential complex).
53. She understood this to mean that the Landlord would report to the police that she was also involved in the alleged criminal activity and “have her charged”. She stated that this was distressing because she had not engaged in any criminal conduct.
54. T.N.P. was applying for Permanent Resident status; she said the Landlord also threatened to report her to immigration officials if she did not sign the N11. She contends that during the same call the Landlord acted in a blatantly threatening way: he told her that he knew where she worked and lived; he knew all her friends and family, and he would ‘defame’ her by disclosing personal information to them that would disparage her character.
55. There is no dispute that on or about September 15, 2024, the Landlord showed up unannounced at T.N.P.’s workplace. She testified that he “tried to make a scene” by demanding to talk with her in her office or outside and tried to give her an N11 form to sign.
56. There is no disagreement that T.N.P. called the police. The police did not attend but, according to T.N.P., an officer called her by phone to inform her that they had cautioned the Landlord to not attend her workplace again.
57. She says she then discovered that the Landlord had indiscriminately posted her personal information to his Facebook account on a Vietnamese Community Group they belonged to.
58. T.N.P. also produced a voice message from R.B. left on the Tenant’s phone on September 19, 2024, at 8:09 p.m., R.B. states:

“You have to talk to me. ... Is [A.D.] really your husband?... Who is [A.D.]? ... Do you know this is really bad and this is gonna be all over your record and all over the internet and your name will be completely run through the mud so get moving and phone me”.
59. On September 20, 2024, she received a text message from R.B., in which R.B. states, “See you in court.” On Saturday, September 21, 2024, R.B. again texted her:” Please hire a paralegal or this is going to be very stressful”.
60. The Landlord denies that his actions amounted to interference, harassment or coercion.

Analysis

61. I accept that on September 12, 2024, the Landlord telephoned the Tenant and demanded that she sign the N11 and that during that conversation, the Landlord threatened to report the Tenant to police for criminal activity. The Landlord led no evidence to support an allegation of criminal conduct. I find that this threat was baseless and was made for the purpose of pressuring the Tenant to comply with his demand to sign the N11.
62. The threat to contact immigration authorities, regardless of the Tenant's actual status, was inherently intimidating and designed to exploit a perceived vulnerability. The Landlord's statement that he knew where the Tenant lived was a clear message of intimidation, which would reasonably create ongoing discomfort and even fear. Posting the Tenant's personal information on a community Facebook group was highly inappropriate.
63. This constitutes harassment and coercion within the meaning of section 23 of the Act.
64. In my view, attending at the Tenant's workplace was a serious and unreasonable intrusion. The workplace is not an appropriate venue for the resolution of landlord-tenant disputes.
65. The Tenant relies on communications from the paralegal R.B. as further evidence of harassment and coercion. I find that those communications regarding the N11 misrepresented the legal process and likely outcomes; significantly pressured the Tenant to respond; and explicitly and implicitly threatened adverse outcomes. Particularly concerning are her assertions that "this is gonna be all over your record and all over the internet and your name will be completely run through the mud."
66. An N11 Agreement must be voluntary. Efforts to secure such an agreement through intimidation or threats are contrary to the Act.
67. Therefore, I am satisfied on the balance of probabilities that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit and that he and his agent R.B. harassed, coerced and threatened the Tenant.

Remedies

68. The Tenant is seeking a rent abatement of \$7,552.00 and general compensation of \$10,000.00 for each of the T2 and T6 applications.
69. A tenant's entitlement to a remedy for a breach of the Act is directly tied to the date the tenant filed the application. The Board may only grant remedies for conduct that occurred within the prior 12 months; it cannot grant remedies for earlier incidents that fall outside the limitation period, although the facts may be considered as context. If it is an ongoing breach, remedies are limited to the conduct occurring within the 12 months prior to filing.
70. Some of the Tenant's T6 claims fall outside the one-year limitation period. Therefore, the date for which the Board can grant remedies is limited to the period between May 30, 2024 and May 30, 2025.

Rent abatement

71. A rent abatement is generally intended to compensate a tenant for loss of the use or enjoyment of the rental unit during the tenancy and occupancy of the rental unit. This remedy is usually associated with a tenant's ability to make use of the unit.

72. The Tenant's evidence is that she no longer physically occupied the unit after August 31, 2024 and, as such, did not benefit from its use after that date. Accordingly, any request in the T6 for an abatement after August 31, 2024 must reasonably be denied.
73. I find that the Tenant is entitled to a total rent abatement of \$4,770.00 for the 3-month period beginning June 1, 2024 and ending on August 31, 2024, reflecting the serious impact on the Tenant's enjoyment of the rental unit, as follows:
- (1) \$1,987.50 for the rodent infestation, representing a 25% abatement;
 - (2) \$2,782.50 for the sink, faucet, mould issues and ceiling disrepair, representing a 35% abatement.
74. No remedy will be considered for the toilet's flush lever issues. I am not satisfied that a remedy is sufficiently substantiated, as no documentary evidence was led to support this claim, though such evidence ought to have been capable of being presented.

General compensation

75. The Tenant asks for general damages to compensate her for the trauma, expressed as distress and anxiety, that resulted from the Landlord's unlawful conduct. Specifically, the Tenant explained that the Landlord's non-responsiveness in relation to reported disrepair, his ineffective repairs, and his persistent harassment caused her considerable frustration.
76. The Tenant provided relatively few details of distress relating to the sink and water leak which would support compensation over and above the rent abatement awarded. However, there is no doubt that living with mould and mice elevated the level of the Tenant's concern. The Landlord's failure to prioritize those issues exposed the Tenant to potentially serious health problems.
77. The following factors also weigh in favour of a considerable award of compensation. The Landlord made baseless threats of police involvement, attended at the Tenant's workplace (and during an ongoing conflict between them), threatened to interfere with her immigration status by reporting false information, and disclosed the Tenant's personal information within her community which the Tenant perceived as maligning her character.
78. The Landlord's agent R.B.'s improper threats of eviction and warnings to the Tenant that she would take certain actions to disgrace the Tenant publicly, including communicating directly to the Tenant's social circle merit increased compensatory damages.
79. I have balanced this with the fact that the conduct relating to the N11 occurred over a relatively defined period, primarily in September 2024. However, the frequency and intensity of the pressure the Tenant was subjected to in that timeframe was remarkable and undoubtedly resulted in genuine emotional upset that affected her daily.
80. Having regard to all the circumstances, the Landlord shall pay general compensation to the Tenant in the amount of \$7,500.00.

Administrative fine

81. The Tenant requests that the Board impose an administrative fine to reflect the seriousness of the misconduct and to deter similar behaviour.
82. The Board generally reserves administrative fines for cases involving:

- serious or egregious misconduct;
- repeated or escalating behaviour;
- bad faith conduct;
- deliberate disregard of the Act; and
- conduct that demonstrates or establishes an abuse of Board processes.

83. The Board may consider whether the conduct reflects an intentional effort to circumvent the protections of the Act, rather than being an isolated or inadvertent breach.

84. In my view, the Landlord's behaviour represents a deliberate pattern of conduct that was egregious in nature and scope; it reveals a blatant disregard for his obligations under the Act, of the Tenant's statutory rights and for the LTB in general. The Landlord directed his paralegal to aggressively compel the Tenant to comply with his demands and a landlord is responsible for the conduct of their agent(s).

85. Overall, the Landlord's ill-considered actions and statements were serious, targeted, repeated and inexcusable. His non-action in response to disrepair was unacceptable.

86. I find that, in this case, an administrative fine of \$10,000.00 is appropriate.

87. Of note, had the Board been provided with proof that the Landlord actually carried out these threats (for example, reporting the Tenant to the police and to immigration authorities) the fine would be substantially higher.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$12,318.00. This amount represents:
 - \$4,770.00 for a rent abatement.
 - \$7,500.00 for general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by July 10, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by July 10, 2026, the Landlord will owe interest. This will be simple interest calculated from July 10, 2026 at 4.00% annually on the balance outstanding.
4. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$10,000.00 by July 10, 2026.*

June 29, 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 be paid by money order, bank draft or certified cheque, only, payable to the "Minister of Finance". This can be mailed/couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.