



Order under Section 31 Residential Tenancies Act, 2006

Citation: Pearce v Cooke, 2026 ONLTB 38795

Date: 2026-06-29

File Number: LTB-T-082241-22

In the matter of: Unit #1, 8 Bonacres Avenue
Scarborough ON M1C1P7

Between: Deborah Pearce
Eric Pearce
Tenants

And

Sandra Cooke
Landlord

Deborah Pearce and Eric Pearce (the 'Tenants') applied for an order determining that Sandra Cooke (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.

This application was heard by videoconference on May 12, 2026.

Only the Tenant Eric Pearce attended the hearing. The Tenant Eric Pearce had authorization to represent the Tenant Deborah Pearce.

As of 1:40 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 Tenant's evidence.

Determinations:

1. As explained below, based on the uncontested evidence, the Tenants proved the allegations contained in the application on a balance of probabilities.

Background

2. The Tenants moved into the self-contained basement unit on November 1, 2019. The monthly rent was \$2,000.00. The Landlord lived in a separate self-contained unit in the upper portion of the house.
3. The Tenants vacated the unit on August 31, 2022, after delivering an N9 notice to the Landlord on July 31, 2022.

Service of the application

4. At the time of filing, the Tenants listed the Landlord's address as the rental unit, which was the last known address where the Landlord resided. The Tenants also provided the Landlord's email address. Following the filing of the application:
 - The Board served the Notice of Hearing and application materials on the Landlord by email on December 12, 2023, and further correspondence and notices on December 22, 2025 and February 6, 2026.
 - None of these emails were returned as undeliverable.
 - The Landlord did not attend any scheduled hearing or otherwise participate in the proceeding prior to this hearing date.
5. At the hearing held on May 16, 2024, the Tenants advised the hearing Member that the Landlord had vacated the property. Based on the Tenants' submissions, the Member adjourned the hearing to ensure proper service of the application, authorizing the Tenants to serve the Landlord by email, which they did on or about May 31, 2024.
6. Having found that email remains the only reliable and available method of communicating with the Landlord, I find that it is fair and appropriate to validate the email service.
7. Since the Landlord did not attend this hearing, although properly served with the Notice of Hearing, the hearing proceeded in the Landlord's absence.

Substantial interference

8. The Tenants contend that the landlord-tenant relationship was initially good but in 2022 it deteriorated.
9. The alleged breaches of the *Residential Tenancies Act, 2006* (the 'Act') occurred primarily between May 2022 and early August 2022.
10. Based on the uncontested testimony, I find the following events occurred.
11. On November 3, 2021, the Landlord gave the Tenants an N11 Agreement to End the Tenancy, which the Tenants declined to sign.
12. In May 2022, the Landlord served the Tenants with an N12 notice, stating that the unit was going to be sold.
13. About three weeks later, the Landlord reported to police that the male Tenant E.P. had assaulted her. E.P. testified that this was untrue and that the police did not lay charges or substantiate the allegation.
14. On July 12, 2022, the Landlord sent the following message to E.P.:

"LOSER Eric. Your [spouse] has left you, she called me yesterday and told me what a liser (sic) you are ... You pathetic piece of trash. You need to leave now. You are not welcomed here any longer... I will be going to court to get a restraining order on you..."
15. The Tenants' evidence is that the female Tenant D.P. did not contact the Landlord, contrary to the message.

16. E.P. submits that on July 15, 2022, the Landlord attended the rental unit, without proper notice, to show their unit to two prospective tenants.
17. On July 18, 2022, the Landlord lunged aggressively towards E.P. in the backyard. The next day, the Landlord turned off the air conditioning, which was included in their lease, and then never restored it.
18. There was another incident on July 27, 2022. When the Landlord's adult daughter parked in the Tenants' parking space, E.P. kindly asked her to remove the vehicle but the Landlord's daughter began yelling at him, using profanity. The incident was the last straw; the Tenants decided the tenancy was no longer sustainable.
19. On July 31, 2022, when they gave an N9 Notice to End the Tenancy with 30 days' notice to the Landlord, the Tenants posted a "Beware of dog" sign on the door, as a caution to realtors who were showing the unit to prospective tenants. The Landlord removed the sign. When E.P. complained in a text to her, the Landlord replied: "Kiss my black ass".
20. E.P. described how, on August 4, 2022, the Landlord attended the unit and banged aggressively on the door with an object E.P. described as like a hammer or axe. Although he called the police and attended, the police took no further action.
21. Over the course of July and early August 2022, the Landlord restricted access to the backyard (a previously shared space), exercised exclusive control over the shared mailbox and told the Tenants they could not dog-sit for friends because no pets were allowed in the residential complex.
22. The Tenants moved out on August 31, 2022, relocating to Calgary, Alberta.

Analysis

23. The mere presentation of an N11, without more, is not in itself a breach of the Act. In any event, this claim is out of time pursuant to the limitation period in section 29(2) of the Act.
24. The Tenants also argue the N12 notice of termination was "fraudulent." An N12 may be given by a landlord for purchaser's own use if the landlord has entered into a purchase and sale agreement for the rental premises. The Tenants seem to think that the N12 must be given by the prospective purchaser but that is wrong. There is insufficient evidence to determine whether the N12 was invalid or whether it was an attempt to harass or otherwise interfere with the Tenants.
25. With respect to the Landlord's text message dated July 12, 2022, I find that it is abusive, demeaning, and threatening – in a nutshell, it is a very offensive personal attack. The Landlord also threatened legal consequences and demanded that E.P. vacate. This was a clear instance of harassment, contrary to the Act.
26. The Landlord's actions as described in the application and in the Tenants' unchallenged testimony demonstrate a pattern of escalating hostility and intimidation over a relatively short but intense period. I am satisfied that the Landlord's behaviour more likely than not created a hostile living environment and contributed to the Tenants' decision to vacate the rental unit prematurely.
27. I therefore find that the Landlord's conduct as alleged constitutes substantial interference with the Tenants' reasonable enjoyment, harassment and intimidation.

Remedies

28. In their request for remedies, the Tenants ask the Board to order that the Landlord reimburse them for the following moving, storage and out-of-pocket expenses:

- U-Haul truck rental – \$339.03.
- Storage costs in Ontario – \$1,933.29.
- The cost of shipping their belongings to Calgary – \$1,456.90.
- The cost of two flights to Calgary and travel costs to Pearson Int'l Airport - \$637.69 (receipts for December 2022 or 2023; the ticket is partially illegible) and \$414.85.
- Mail forwarding – \$81.93.
- Driver's Licence changes – \$186.00.

29. The Tenants also ask for an order that the Landlord pay for the difference in rent for 12 months in the amount of \$2,400.00 (\$200.00/month).

Expenses granted

30. I find that the Tenants are reasonably entitled to compensation for the following:

- \$339.03 for the U-Haul truck rental.
- \$350.00, for a portion of their short-term storage costs in Ontario which they incurred immediately upon vacating the unit.
- \$81.93 for mail forwarding costs.
- \$186.00 to update their address on their Drivers' Licences.

Expenses denied

31. The Act governs Ontario tenancies and, in my view, compensation for a rent differential is pertinent to Ontario tenancies. In assessing rent differential, the Board compares the rent paid for the former unit with that of a reasonably comparable unit in the same or similar Ontario market, having regard to size, type, and location of the unit.

32. Rental markets in Calgary may substantially differ from those in Scarborough, hindering the Board from determining whether an increase in housing costs is fair and reasonable.

33. The Tenants did not provide any evidence of securing or paying for a replacement rental unit, of the rental market in Calgary at the time, or explain why relocation to another province was necessary rather than a matter of personal choice.

34. Accordingly, I decline to award compensation for rent differential or for expenses relating to the interprovincial relocation.

General Compensation

35. The Tenants seek \$10,000 in general compensation.

36. This form of compensation addresses the unanticipated consequences of a premature and unplanned move, including stress, uncertainty, the disruption of daily routines and, in some cases, employment obligations. It also reflects the practical burdens of securing and transitioning to alternate accommodation, which may involve reliance on personal supports, acceptance of less suitable housing, and the assumption of unexpected costs.

37. The Board considers the severity and duration of misconduct and the impact on the Tenants. While medical documentation of harm is not strictly required, its absence – as is the case here - is a factor to be taken into account.
38. I find that compensation in the amount of \$2,000.00 is reasonable and proportionate in all the circumstances.

Administrative fine

39. The Board has authority to require a landlord to pay an administrative fine. In determining whether an administrative fine is appropriate, I have considered the intentional nature of the Landlord's conduct; the pattern of escalating aggressive behaviour, as well as the need to deter similar conduct and reinforce that landlords must neither harass tenants nor resort to threatening eviction.
40. The Landlord's conduct also reflects a serious lack of understanding of her obligations under the Act and, with respect to the particulars of the allegations, her conduct fell far below the standard the LTB expects of landlords.
41. The Landlord shall, therefore, be ordered to pay an administrative fine of \$2,000.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$3,004.96. This amount represents:
 - \$1,004.96 for part of the moving, storage or other like expenses that the Tenants have incurred.
 - \$2,000.00 as general compensation.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by July 10, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by July 10, 2026, the Landlord will owe interest. This will be simple interest calculated from July 11, 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 \$4,000.00 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 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.