

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

**Citation:** Santerre v Colaizzi, 2024 ONLTB 19601

**Date:** 2024-03-12

**File Number:** LTB-T-027123-22

**In the matter of:** Lot #101, 93 RYE RD  
SOUTH RIVER ON P0A1X0

Tenant

**Between:** Bobby Santerre  
Krystal Ruplall

**And**

Landlord

Monika Colaizzi

Bobby Santerre and Krystal Ruplall (the 'Tenant') applied for an order determining that Monika Colaizzi (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 February 28, 2024, at 09:00 am.

Only the Tenants attended the hearing.

As of 09:30 am, 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, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenants **\$3,064.00** on or before March 30, 2024.
2. The rental unit consists of a single story, one bedroom, one bathroom cottage located on a land use community. The monthly rent is \$350.00. The Tenants moved on to the property in August 2020 and they still reside there.
3. The Tenants field their application on May 13, 2022.

**Substantial interference and harassment**

4. The Tenant Bobby Santerre (BS) testified that the land lease community has by-laws that prohibited excessive noise after 4:00 pm and that on April 15, 2021, at approximately 4:15 pm he heard a gun being fired and a chainsaw being operated in close proximity of their cottage. Going outside to investigate he discovered the Landlord and her partner, Nick, in the wood line operating a chainsaw and shooting into the woods. Confronting them they stated that they saw a bear and would continue to cut down the trees as it was their property. BS then testified that this was a regular occurrence, often carrying on until 5:00 pm despite repeated complaints.
5. BS then testified in the same month, April 2022, he observed Nick, stalking around their cottage with camera and peering into their windows. When he confronted him about it, Nick offered him violence by challenging him to a fight. Shortly thereafter, on April 24, 2022, they discovered that a camera had been installed in a tree, pointing directly at their cottage. He also testified that the camera could see directly into their cottage when their front door was open. Retrieving the camera, they were able to determine that it was installed on April 15, 2022, and that when he confronted the Landlord her response was that they were protecting the other tenants as it was her belief that he had been trespassing on other tenants lots. Screenshots of the images pulled from the camera were entered in evidence in support of this. BS then testified they turned the camera over to the Ontario Provincial Police (OPP).
6. BS then testified on July 22, 2021, the Landlord began leaving letters in their mailbox, accusing them of inappropriate behaviour alleging complaints from several neighbors. This was along with spreading similar rumors in the community. He testified that this was ongoing, submitting an affidavit from another Tenant, Kris Hunter (KH), dated July 17, 2023 attesting to the Landlord having advised him in April 2023 that BS had deliberately hit his girlfriend the Tenant Krystal Ruplall (KR) with his truck.
7. BS testified this false accusation was meant to discredit an ongoing civil case and insurance claim they have with another neighbor Steve Carter (SC). Specifically, it was KR testimony, that she had been walking down the road by SC's property when SC's dog charged her causing her to tumble down an embankment causing several injuries including a broken ankle.
8. BS then testified the Landlord withheld their mail. It was his submission that the mail is delivered to one mailbox from which one of the Landlord's agents then delivered to the individual units. On two occasions, July 27, 2022, and September 2023, they were forced to go demand their mail from the Landlord as she had retained it and refused to deliver it.
9. BS testified that since the commencement of the tenancy they had been subject to continued harassment from the Landlord, including the aforementioned false accusations and the serving of frivolous and vexatious notices to terminate their tenancy. In support of this he referred me to Orders LTB-L-022373-22 issued August 9, 2022, and LTB-L-056023-23, decision pending.
10. It was BS submission that in Order LTB-L-022373-22 the Board determined that the Landlord's application was without merit and that LTB-L-056023-23, a non payment of rent application, was a result of him ceasing to pay the rent due to the Landlord's previous

failure to provide a vital service, namely water. In support of this he referred back to LTB-L-022373-22 where it was determined that despite the terms of the lease agreement the Landlord was required to provide the water and failed to do so for several months. He also testified that the Landlord had been attempting to force them to have their fireplace WETT inspected despite it not being required given the local by-laws.

11. BS then testified that the harassment had been so persistent and substantial that they filed a complaint with the OPP. This was supported by General Occurrence number (GO#) E231103032 and an email from OPP Constable Ryan Troy (RT) dated August 17, 2023, in which RT states his report will reflect a verbal warning to the Landlord regarding unwanted correspondence and to only make contact through legal representation.
12. The Tenants incurred a cost of \$64.00 for filing their application and are entitled to be reimbursed for those costs.
13. The totality of the remedies sought by the Tenants are as follows:
  - a. An abatement of rent totalling \$3,000.00 for 12 months prior to filing their application;
  - b. The Landlord and their agents to cease their harassment and interference to include but not limited to, making false accusations, sending unwanted emails and serving of notices to terminate their tenancy; and
  - c. The Landlord to provide them with a five-year term lease to afford them the time to finish their cottage and sell it.

### *Analysis*

14. The following sections of the *Residential Tenancies Act, 2006* (the "Act") are relevant to this application:

**22** A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

**23** A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

15. Based on the uncontested testimony and evidence, and for the reasons that follow, I am satisfied that on the balance of probabilities the Tenants have proven their case.
16. First, although I acknowledge the Tenants submissions regarding the gun shots and use of chainsaws after 4:00 pm, I cannot overlook their failure to provide a copy of the community by-laws denoting that those events did occur after approved hours. Accordingly, I cannot determine that those events constituted a substantial interference.

17. That said, I am more than satisfied based on the testimony and evidence regarding the installation of the camera that that event was meant to harass and interfere with the Tenants reasonable enjoyment. Specifically, the images provided clearly show the Tenants cottage and in some instance the interior either through a window or the front door as submitted by BS.
18. Similarly, I am also satisfied based on the correspondence entered, namely the affidavit from KH and the email rom the OPP to the Tenants, that the Landlord had been sending unwanted correspondence and making accusations against the Tenants in order to harass and interfere with them.
19. Regarding the issuing of notices to terminate their tenancy, I am not satisfied that the Tenants proved that these were issued for frivolous or vexatious reasons. I base this on BS testimony, specifically, that he ceased paying the rent. There is nothing in the Act that permits that behaviour. The proper recourse would have been to file their own application.
20. That said, based BS testimony, and the determination at paragraph 17 of LTB-L-022373-22, issued on August 9, 2023, I am satisfied that the Landlord has substantially interfered with the Tenants by their failure to provide water as claimed. The fact that they had to be ordered to do so, and potentially have since, does not absolve them of this interference prior to.

#### Remedies

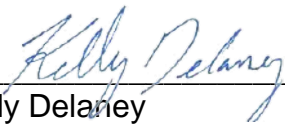
21. Based off the above determinations I am satisfied that the Tenants are entitled to the following remedies:
  - a. An abatement of rent of \$3,000.00 representing their rent for 2022. I am satisfied that this is warranted given the persistence of the interference and in the case of the camera, overt nature it represents coupled with the depriving of water.
  - b. Reimbursement of the \$64.00 filing fee.
  - c. An order, directing the Landlord to cease all activities related to the substantial interference, namely unwanted correspondence to include serving of notices, less through legal counsel, should they feel they are obligated to do so as afforded by their rights according to the Act.
22. Regarding the other remedy sought, it is not within my jurisdiction to order a lease be provide pursuant to the terms requested by the Tenant.

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

1. The total amount the Landlord shall pay the Tenant is \$3,064.15. This amount represents:
  - \$3,000.00 for a rent abatement.
  - \$64.15 for the cost of filing the application.

2. The Landlord shall pay the Tenant the full amount owing by March 30, 2024.
3. If the Landlord does not pay the Tenant the full amount owing by March 30, 2024, the Landlord will owe interest. This will be simple interest calculated from March 31, 2024 at 7.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by March 30, 2024, the Tenant may recover this amount by deducting \$350.00 from the rent each month from April 1, 2024, to November 30, 2024 and \$264.00 from December 2024.
5. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.
6. The Landlord must refrain from any unauthorized communication with the Tenants to include the serving of any notices, unless through their respective legal representation.

**March 19, 2024**  
**Date Issued**

  
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Kelly Delaney  
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.