

Order under Section 31  
Residential Tenancies Act, 2006

File Number: TNT-96373-17

In the matter of: 1103, 370 DIXON RD  
TORONTO ON M9R1T2

Between: Bryann Muirhead

I hereby certify this is a true copy of the Order  
BT  
(Name of Document)  
(Signature of Staff Member)

Tenant

and

Maja Petrovic

NOV 28 2017  
Landlord and Tenant Board

Landlord

Bryann Muirhead (the 'Tenant') applied for an order determining that Maja Petrovic (the 'Landlord') harassed, obstructed, coerced, threatened or interfered with the Tenant, altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys and substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household.

This application was heard in Toronto on October 25, 2017.

The Tenant and the Landlord attended the hearing.

**Determinations:**

1. The rental unit is a condominium apartment.
2. The Tenant moved into the unit on July 22, 2016. The Tenant paid a last month rent deposit of \$1,350.00. The rental period is from the 22<sup>nd</sup> day of each month to the 21<sup>st</sup> day of the following month.
3. The Landlord has not paid interest on the last month rent deposit.
4. The relationship between the Landlord and the Tenant was reasonably amicable until the end of January 2017 when the Tenant objected to the Landlord entering the rental unit illegally on January 28, 2017.
5. Since the end of January 2017 there have been a number of applications made by the parties to the Board, resulting in several hearings and numerous orders.
6. On February 16, 2017, the Tenant applied to the Board for an order determining that the Landlord substantially interfered with her reasonable enjoyment of the rental unit, entered

the unit illegally and harassed, coerced, threatened or otherwise interfered with the Tenant. The Tenant also applied for an order determining that the Landlord had failed to meet her obligations of maintenance and repair.

7. That application was heard on March 13, 2017 and resulted in order TNT-90623-17 issued on March 22, 2017. The Landlord was ordered to pay an abatement of rent for illegally entering the unit, was ordered to pay for painting material costs incurred by the Tenant, and was ordered not to enter the rental unit unless proper notice of entry was given.
8. The Landlord sought review of order TNT-90623-17. The review request was heard on April 19, 2017, and resulted in Order TNT-90623-17-RV which required the Landlord to pay the Tenant \$797.60 for the expenses incurred by the Tenant to paint the unit.
9. On March 22, 2017, the Landlord applied to the Board for an order to terminate the tenancy and evict the Tenant because the Tenant wilfully or negligently caused undue damage to the rental unit; substantially interfered with the Landlord's reasonable enjoyment and because a purchaser of the property required the unit for their own use.
10. That application was heard on April 7, 2017 and May 24, 2017, resulting in orders TNL-91827-17-IN issued on April 11, 2017 and TNL-91827-17 issued on May 26, 2017.
11. The Tenant had vacated the rental unit on May 2, 2017, prior to the second hearing. The Landlord's claims were largely unsuccessful. All of her claims were dismissed except for the claim for \$69.98 relating to a light fixture removed by the Tenant during the tenancy.
12. In Order TNL-91827-17-IN the Board made a finding concerning key fobs which is relevant to this application. The Landlord gave two key fobs to the Tenant and wanted one of them back. The Board Member found that the Tenant had the right to retain two key fobs.
13. On April 27, 2017, the Landlord applied to the Board for an order terminating the tenancy because the Tenant substantially interfered with the reasonable enjoyment of the Landlord and because the Tenant gave a Notice to terminate the tenancy.
14. That application was heard on May 26, 2017 and resulted in order TNL-93027-17 dismissing the Landlord's application.
15. The complaints of the Tenant in the current application are that the Landlord changed the locks to the building entry without giving her replacement keys; the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit and harassed the Tenant by serving multiple Notices of Entry and multiple Notices of Termination during the month February and March 2017, and the Landlord failed to return the unused portion of the Tenant's last month rent deposit and the interest on the last month rent deposit.
16. On April 24, 2017 the Tenant's fobs for the entry doors to the residential complex and the parking garage no longer functioned. The management office of the condominium

advised the Tenant that the Landlord had requested the fobs be deactivated as the Tenant had moved out, and the fobs could not be reactivated without the consent of the Landlord.

17. At the hearing, the Landlord denied having the fobs deactivated and claimed that no one asked her to reactivate the fobs. The Landlord also produced a letter from the property manager dated August 25, 2017, confirming that the fobs were deactivated in April as they were in the name of the Landlord and her husband, and suggesting that the Tenant should have bought her own fob from the management office.
18. I do not accept the Landlord's explanation. It is the Landlord's obligation to provide functioning keys to a Tenant. If the building management insisted that the Tenant could no longer use the fobs registered to the Landlord and her husband (which she had been doing without incident since July 2016), then it was the Landlord's obligation to obtain fobs that the Tenant could use. I consider the timing of this event dubious, coming as it did a few days after the Board issued order TNL-91827-17-IN determining that the Tenant was entitled to retain the 2 fobs she had obtained from the Landlord.
19. The Tenant was obliged to find alternate means of entering the building and the parking garage between April 24, 2017 and the day she vacated the unit, which was stressful and inconvenient. The Tenant is entitled to a rent abatement in the amount of \$100.00 for this inconvenience.
20. During the month of February 2017 the Landlord and her agents served multiple and repetitious notices of entry. Some were for permitted reasons such as electrical repairs. Many were for reasons not permitted by the *Residential Tenancies Act, 2006* (the 'Act') including taking photographs for listing the property for sale, retrieving goods that the Landlord had left in the unit when the tenancy began; and multiple and repeated inspections over a short period of time.
21. This barrage of Notices of Entry is disturbing and invasive of the Tenant's privacy rights and her peaceful enjoyment of the rental unit. The Tenant is entitled to a rent abatement of \$200.00 for this interference.
22. The Landlord served numerous Notices of Termination. While these were annoying and inconvenient, it appears that the Landlord made errors and was not familiar with the Board's process or the Act, resulting in the numerous and confusing Notices of Termination.
23. The Tenant provided a Notice of Termination for May 1, 2017 and moved out on May 2. That notice was given after the Tenant received numerous Notices of Termination from the Landlord and the Landlord brought an application to the Board to terminate the tenancy based on the Tenant's notice.
24. The last month rent deposit covered the period to May 21, 2017. The Landlord therefore owes the Tenant \$861.78 representing the unused portion of the last month rent deposit.

25. The Landlord refused to return the Tenant's post dated cheques and tried to cash the rent cheque for the period April 22 to May 21, 2017 even though she had a last month rent deposit for that period and knew the Tenant was vacating the unit on May 2. The Tenant incurred bank fees of \$37.50 to stop payment on the remaining post dated cheques, which was necessary give the Landlord's conduct.
26. The Landlord has failed to pay interest on the last month rent deposit. The interest owed is \$24.75.

**It is ordered that:**

1. The tenancy between the Tenant and the Landlord terminated on May 2, 2017 when the Tenant vacated the rental unit.
2. The Landlord shall pay to the Tenant \$\$1,224.03 for the reasons set out above. (\$100.0 + \$200.00 + \$861.78 + \$37.50 + 24.75).
3. The Landlord shall also pay to the Tenant \$50.00 for the cost of filing the application.
4. The total amount the Landlord owes is \$1,274.03.
5. The Landlord shall pay the Tenant the full amount owing by December 9, 2017.
6. If the Landlord does not pay the Tenant the full amount owing by December 9, 2017, the Landlord will owe interest. This will be simple interest calculated from December 10, 2017 at 2.00% annually on the balance outstanding.
7. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**November 28, 2017**  
**Date Issued**

Toronto North-RO  
47 Sheppard Avenue East, Suite 700, 7th Floor  
Toronto ON M2N5X5

  
Sylvia Watson  
Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.