



Order under Sections 31 and 135  
**Residential Tenancies Act, 2006**

**File Number:** TNT-30451-21

**In the matter of:** 66 KEVI CRESCENT  
RICHMOND HILL ON L4B3C9

**Between:** Sadie Baramikova Tenants  
Jamilya Baramikova

**and**

Geetanjali Chopra Landlords  
Manish Chopra  
Shradha Chopra

Sadie Baramikova and Jamilya Baramikova (the 'Tenants') applied for an order determining that Geetanjali Chopra, Manish Chopra and Shradha Chopra (the 'Landlords') or the Landlords' superintendent or the Landlords' agent harassed, obstructed, coerced, threatened or interfered with them and entered the rental unit illegally (T2 application).

The Tenants also applied for an order determining that the Landlords have collected or retained money illegally (T1 application).

This combined application was heard in by video/teleconference on November 4, 2021.

Only the Tenants attended the hearing.

**Preliminary Issue:**

Does the *Residential Tenancies Act, 2006* (the 'Act') apply?

1. The relationship between the Landlords and the Tenants commenced as an Airbnb rental.
2. The parties entered into an agreement through Airbnb for the use of the rental unit from July 3, 2020 to July 10, 2020.
3. Thereafter, the parties entered into a contract between themselves directly, without the involvement of Airbnb.
4. The parties agreed that the Tenants would occupy the rental unit and pay \$300.00 weekly for the use of the rental unit. The rental unit was a room in a home owned by the

Landlords. The Tenants shared the common areas with other occupants. The Landlords did not reside in the home. The parties did not agree on a termination date at the time.

5. The Tenants paid a deposit of \$600.00 for the last two weeks of the tenancy.
6. On November 20, 2020 the Tenants informed the Landlord that they would be moving out as of December 4, 2020 and asked the Landlord to use their deposit of \$600.00 for the last two weeks of the tenancy.

Law and Analysis:

7. In section 2 the Act defines a landlord and a tenant as:

*“landlord” includes,*

*(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,*

*“tenant” includes a person who pays rent in return for the right to occupy a rental unit*

8. A tenancy agreement is defined as:

*“tenancy agreement” means a written, oral or implied agreement between a tenant and a landlord for occupancy of a rental unit and includes a licence to occupy a rental unit;*

9. In this instance, the Landlords were the owners of the rental unit who permitted the Tenants to occupy the rental unit; the Tenants paid rent for the use of the rental unit and by agreeing on these terms the parties entered into a tenancy agreement.
10. The act applies.

**Determinations:**

T2 application:

11. In the T2 application the Tenants alleged that the Landlords entered their rental unit illegally in contravention of section 25 of the Act and harassed, coerced, obstructed, threatened or interfered with them in contravention of section 23 of the Act.
12. The uncontested evidence before me was that on November 20, 2020 the Landlords entered the Tenant’s rental unit without the Tenants’ permission or consent while the Tenants were not in the rental unit. The Landlords texted the Tenants that they were in their unit, the police were there as well, and the Landlords were packing up the Tenants’ belongings. When the Tenants arrived at the rental unit, they found the Landlords rummaging through the Tenants’ belongings. The police were not there.

13. The Landlords screamed and physically attacked the Tenants and insisted that the Tenants leave the property at once. The Tenants then called the police and subsequently left.
14. Based on the uncontested evidence before me, I am satisfied that the Landlords illegally entered the rental unit and harassed and interfered with the Tenants.
15. I find that the Tenants moved out of the rental unit because of the Landlords' actions.
16. The Tenants requested the following remedies: out of pocket expenses for moving costs, storage, hotel stay and food.
17. The Tenants presented a receipt for hotel accommodation in the amount of \$1,275.89. I found the amount to be reasonable and a direct consequence of the Landlords' breach. The Tenants shall be entitled to this amount.
18. The Tenants did not present evidence of the additional expenses claimed; as such, these expenses will be denied.

T1 application:

19. The Tenants paid the Landlord rent up to December 4, 2020 and were forced to move out on November 20, 2020. As such, the Landlords collected excess rent. This is prohibited by the Act.
20. The Tenants are entitled to return of the excess rent they paid the Landlords in the amount of \$600.00.

**It is ordered that:**

1. The Landlords shall pay to the Tenants \$1,275.89 which are the reasonable out of pocket expenses the Tenants have incurred for hotel accommodation.
2. The Landlords shall pay to the Tenants the sum of \$600.00. This amount represents excess rent.
3. The Landlords shall also pay to the Tenants \$53.00 for the cost of filing the application.
4. The total amount the Landlords owe is \$1,928.89.
5. The Landlords shall pay the Tenants the full amount owing by December 3, 2021.
6. If the Landlords do not pay the Tenants the full amount owing by December 3, 2021, they will owe interest. This will be simple interest calculated from December 4, 2021 at 2.00% annually on the balance outstanding.

7. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.



**November 22, 2021**  
**Date Issued**

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Jana Rozehnal  
Member, Landlord and Tenant Board

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