



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Pai v Skinner, 2023 ONLTB 71756

Date: 2023-11-14

File Number: LTB-L-071515-22 and LTB-T-071524-22

(TSL-19548-20/TST-18154-20)

In the matter of: Main Floor, 193 Indian Road Crescent
Toronto Ontario M6P2G6

Between: Sudhish Pai and Anita Pai

And

Ryan Kevin Skinner

I hereby certify this is a
true copy of an Order dated
NOV 14, 2023
Landlord and Tenant Board

Landlords

Tenant

Sudhish Pai and Anita Pai (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Kevin Skinner (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 application)

The Tenant also applied for an order determining that the Landlords:

- 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. (T2 application)

These applications were heard together by videoconference on May 11, 2021, August 17, 2022, and December 14, 2022.

The Landlords, and the Tenant attended the hearing. The Landlord's Legal Representative Lavinia Makhijani attended the May 11, 2021 hearing date.

The T2 application was amended to include additional allegations.

At the May 11, 2021 hearing date, the Tenant spoke with Tenant Duty Counsel prior to the hearing. The parties met with a Board Mediator prior to the hearing, but failed to resolve the issues related to the tenancy. Therefore, the hearing proceeded on its merits.

Determinations:

L1 Application

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on April 27, 2021. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$1,650.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 27, 2021 are \$9,714.75.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,850.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$40.70 is owing to the Tenant for the period from September 1, 2019 to April 27, 2021.

Section 82 issues

10. In accordance with Section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), a Tenant may raise any issue that might have been raised on a Tenant application at a hearing for an arrears-based Landlord application. While the burden of proof typically rests with the landlord on a Landlord's application, the Tenant bears the burden to prove any allegations raised under Section 82 of the Act.
11. Subsection 20(1) of the Act states:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.
12. It is important to note that subsection 20(1) of the Act does not contain an element of fault. Therefore, the reasons for a landlord's breach are not relevant. In *Onyskiw v. CJM Property Management Ltd.* 2016 ONCA 477 (CanLII), however, the Court of Appeal rejected the idea that any service interruption amounts to an automatic breach of the Act. Instead, the Court urged the Board to make a "contextual analysis" in each case, looking at all the facts before finding that a landlord breached the Act. As part of this analysis, the Court directed the Board to look at the essential nature of a tenant's complaints and what steps, if any, were taken by the landlord.
13. In determining whether the Landlord has breached their obligation to repair and maintain, the Board must first consider whether a maintenance or repair issue existed. The Board

must then consider when the Landlord was informed of the issue or should reasonably have been aware of the issue and the steps taken by the Landlord to address the issue.

14. At the hearing, the Tenant alleged that the Landlords failed to meet their maintenance and repair obligations with respect to:
 - Inadequate water pressure
 - inadequate heat to the bedroom
 - an electrical problem in the kitchen
 - mould in the bathroom, and
 - maintaining the front and backyard
15. The rental unit is the ground floor of a two-storey house, with additional rental units in the basement and on the second floor.
16. The tenants have shared use of the front porch and hallway, and the Tenant had exclusive use of the backyard.
17. The Tenant moved into the rental unit on September 1, 2019, and vacated the unit on April 27, 2021. The Landlords live outside of the province and have a local contractor who maintains the property on their behalf. The Landlords purchased the property in 2017.

Water Pressure

18. Shortly after the Tenant moved into the unit, the Tenant complained to the Landlords by email about low water pressure in the shower. One of the Landlords, SP, testified that this was the first complaint he had received from any tenant about the water pressure, and investigated the issue by calling the municipality. SP informed the Tenant that SP had discovered that lower water pressure can be an issue in the neighbourhood due to the age of the house, and high local usage at certain times of day.
19. SP testified that he had been informed that the Landlords could have the pipes to the house upgraded, and replace the pipes in the house, but that the Landlords decided not to undertake such major repairs as SP had been advised that there was no guarantee that it would make a difference to the water pressure.
20. At the hearing, the Tenant alleged that SP had lied to him about the water pressure, but did not provide any other documentary evidence to contradict SP's internally consistent evidence. The Tenant did not complain to the Landlords about the water pressure after the initial email exchange. Therefore, I have insufficient information to determine whether there was an ongoing maintenance problem with the water pressure. As noted above the Tenant bears the burden to prove his allegations, which I find the Tenant has not met with respect to the water pressure. Therefore, this allegation is dismissed.

Mould in shower

21. On March 14, 2020, the Tenant advised the Landlords that there was “black mould” in the shower, and that he had been unable to remove it with cleaning. SP responded within minutes and a contractor came the next day to remove the substance and clean and re-caulk the shower. SP testified that the contractor told him that the substance was not mould, but mildew. Both parties provided photographs of the shower before and after the cleaning. Therefore, I find that the Landlords’ response was reasonable under the circumstances and the Landlord was not in breach of their maintenance and repair obligations with respect to the shower in March, 2020.
22. The Tenant alleges that this was a recurring problem and had happened approximately 3 times, and that all the Landlords ever did was to re-caulk the shower. The Tenant did not provide any dates or other evidence of further instances of this issue. The Tenant testified that the mould had made him ill, and that his girlfriend had called paramedics to the unit in March 2021, however the Tenant did not submit any medical records or other information which indicated that mould was a cause of his illnesses. The Tenant did not provide any evidence to support his claim that the black substance was mould, or to confirm that there was mould in the unit.
23. SP testified that the Tenant complained again about the issue on September 29, 2020, and that the Landlords’ handyman had not been able to gain access to the unit despite repeated attempts in October, the clearing and re-caulking was completed on November 19, 2020.
24. SP testified that he had received a card from the City on January 9, 2021 with respect to the Tenant claiming that there was mould in the bathroom of the unit. The city inspector told SP that the Tenant had been informed to call Toronto Public Health. The Landlords submitted a copy of the email exchange into evidence. SP did not hear anything more about mould from the Tenant, and was informed by Toronto Public Health that there was no complaint on file about the property.
25. Here, the testimony of the parties is contradictory. I prefer the Landlords’ evidence which is internally consistent and supported by documentary evidence, including email correspondence with the city inspector. The Tenant bears the burden to prove his allegation, which I find the Tenant has not met with respect to the presence of mould in the unit.

Insufficient heat in bedroom/ electrical outlet

26. The Tenant testified that the bedroom was very cold, as it is not properly insulated. He contacted the Landlords on November 22, 2020 to inform them that the booster fan that had been used to augment the heat from the vent in the bedroom was no longer working.
27. SP responded immediately and informed the Tenant that he had ordered a ceramic heater to be delivered on November 26, 2020. A replacement booster fan was not available at the time.

28. On December 2, 2020, the Tenant contacted the Landlords by email to complain that the bedroom again was very cold and that after one of the other tenants of the residential complex had flipped the breakers, one of the outlets in the kitchen was no longer functioning.
29. At the hearing, the Tenant also alleged that the heat was insufficient in the house, but the Tenant did not submit any evidence to support his testimony. The correspondence submitted between the parties and with the city refers only to the heat in the bedroom, and the picture of the thermostat showed a temperature reading of 71 degrees in January 2021, which was accompanied by thermometers with a much lower temperature in the bedroom.
30. SP testified that he had sent his property manager to address the issue with the breakers and had called an electrician. SP did not hear from the Tenant about the problem again until he received a call from the city about the heat and electrical issues on January 10, 2021. SP testified that the inspector initially told him to replace the booster fan, which SP did, and the file was closed. SP was informed that the file had been reopened in early February and the Landlords were instructed to install a baseboard heater with a thermostat in the bedroom, and to replace the kitchen outlet which was not functioning.
31. SP testified that the Landlords have a service contract on the furnace, and as a result of the Tenant's complaint, requested an earlier inspection of the furnace on January 10, 2021. SP contacted the tenants by email and requesting a confirmation for the appointment on January 30, 2021. The Tenant responded by accusing the Landlord of lying about the nature of the service call, and demanding an earlier, emergency inspection and did not confirm the time. The Tenant testified that the technician did not show up, and that he believed that the Landlord was not taking the heat issue seriously. The Landlord testified that Enersource categorizes "emergencies" as when the furnace is not functioning, and as the Tenant's complaint referred to only one room, the inspection was categorized as "routine." And as the Tenant did not confirm his availability for the inspection, the inspection was not booked.
32. Beginning on February 5, 2021, the Landlords attempted to arrange entry to the unit for an electrician to install a wired baseboard heater and conduct electrical repairs. The Tenant granted entry on February 20, 2021, and the repairs were completed. The City's file was closed on February 21, 2021.
33. Although Section 27 of the Act does not require the presence or consent of the Tenant for the Landlord to conduct either repairs or inspections on 24 hours written notice, SP testified that it is the Landlords' preference to only enter the units when tenants are present to avoid any potential problems. As the Tenant had repeatedly threatened the Landlords with legal and other action since September 25, 2020, had now complained directly to the City instead of informing the Landlords, and both parties had filed applications with the Board, the Landlords wished to avoid any possibility of a problem related to entry in this case.
34. As noted above, the Tenant did not inform the Landlords that there were continuing issues with the heat and electricity after December 2, 2020, and SP may have been satisfied that

the issue had been resolved at that point. However, in my view, given SP's initial advice to the Tenant to not plug in the heater when the circuit breaker had been tripped, there was sufficient reason for the Landlords to follow up with the Tenant, or conduct a further inspection, to ensure that that the solution provided was adequate to resolve the problem.

35. Based on the evidence before me, I find, on a balance of probabilities, that there was a maintenance and repair issue with respect to the heat in the bedroom and the kitchen outlet. I further find that the Landlords were aware, or should have been aware, of the issue after December 2, 2020. For the reasons above, I am not satisfied that the Landlords' actions were reasonable under the circumstances. Therefore, I find that the Landlords were in breach of their maintenance obligations under Section 20 of the *Residential Tenancies Act, 2006* the ('Act') with respect to the heat and the kitchen outlet.
36. I determined that an abatement of 12.5% for the period between December 2, 2020 and February 21, 2021 is appropriate under the circumstances. The Tenant is entitled to an abatement of \$542.47 ($\$1,650.00 \times 12/365 \times 12.5\% \times 80$ days).

Structural Issues

37. The Tenant testified that the walls that were pulling apart and not supported. The Tenant supplied a youtube link to a video which showed some cracks in the hallway walls and ceiling as well as an area where there appear to have been repairs to the plaster.
38. The Tenant testified that he was concerned that there were structural issues He informed the Landlords of his concerns on January 13, 2021, in an email with a public youtube link attached. The Tenant informed the Landlord that he intended to raise it with the city inspectors.
39. The Tenant testified that he had asked the City to investigate, but the City was not sending inspectors out due to the pandemic, and the City had not inspected the walls and ceiling by the time the Tenant had vacated the unit.
40. SP testified that he was not aware of any structural issues, and that the Tenant had not raised the cracks as either a structural or cosmetic issue in the 14 months that the Tenant had lived in the unit. SP testified that he took no action after the issue was raised by the Tenant, because the Tenant had several active files with the City, and the Landlord determined that it would be appropriate to respond to the City's outreach with respect to this issue. The file was closed by the City on February 14, 2021, and, as a result, the Landlord took no further action. In my view, given all of the circumstances of this application, the Landlords' reliance on the municipal inspectors to determine the Landlords' next steps was reasonable.
41. SP further testified that the actual conditions of the walls and ceiling were not as depicted in the Tenant's video, and submitted his own youtube video taken after the Tenant vacated in rebuttal.
42. The Tenant did not provide any documentary evidence to support his allegation that the cracks in the walls and ceiling were the result of structural issues. Given the municipality's

closure of the file without finding that the Landlords were in breach of municipal standards or instructing the Landlord to take any remedial action with respect to the issue, I have insufficient basis to make a finding that the Landlords were in breach of their maintenance and repair obligations under Section 20 of the Act.

Yard maintenance

43. The Tenant alleges that the Landlord failed to maintain the outside of the premises, specifically with respect to yard maintenance in the backyard and the front of the house.
44. The Tenant testified that yard maintenance had been an issue from the outset of the tenancy, and that the Landlord had blamed the pandemic for no one showing up to maintain the yard and the Tenant had to do all of the work himself.
45. SP testified that the Tenant was responsible for keeping the yard free of debris and snow shovelling in accordance with his lease, and that the Landlords had hired a snow removal company when the Tenant refused to clear the snow. I informed SP that snow removal and yard maintenance are the responsibility of the Landlords.
46. SP further testified that the Landlords had retained the service of a contractor to do yard work 3 times a year, prior to the Tenant moving into the unit, and throughout the Tenant's tenancy. He had not asked the Tenant to do any additional yard work or maintenance and had not accepted the Tenant's offer to help out with maintenance.
47. The Tenant submitted 3 email exchanges with SP into evidence in support of his allegation. In the first email exchange the Tenant informed the landlord that he had repaired the back gate and latch. SP responded by thanking the Tenant and offering to reimburse the Tenant for any expenses he incurred, which SP did.
48. In the second email exchange the Tenant informed SP that he was planning to power wash the back yard and the back of the house, and SP responded by offering him to pay for the rental of the power washer.
49. The Tenant did not provide dates or details of any other complaints or any documentary evidence to suggest that he had asked the Landlord to repair the gate or powerwash the house.
50. The last email exchange was from September 5, 2020, and the Tenant informed SP that the City had not replaced the brick at the front of the yard after repairing the sidewalk and that the mulch was low at the front and back of the house, and attached photographs of the flowerbeds. The Tenant also made a suggestion to add additional stones at in the back yard to contain the soil from the flowerbeds, and volunteered to assist with any maintenance. SP responded by sending his contractor to replenish the mulch and replace the brick at the front of the house.
51. SP acknowledged that in the Summer of 2020, while the pandemic lockdowns were in effect, it was difficult to secure help to look after the yard, and that the work was done on

September 27, 2020. The Landlord provided receipts for yard maintenance in support of his testimony.

52. Based on the evidence before me, I find that there was a maintenance and repair issue with respect to the flower beds at the front and back of the house on September 5, 2020. I further find that the Landlord was aware of the problem on September 5, 2020. In my view, the Landlord took reasonable steps to provide yard maintenance services to the property and to address the Tenant's concerns about the state of the flowerbeds. Therefore, I find that the Landlord was not in breach of his maintenance and repair obligations with respect to yard maintenance.

T2 Application

53. In their T2 application the Tenant alleges that the Landlords:

- Withheld heat from the rental unit
- Did not address the behaviour of another Tenant of the residential complex.
- Coerced the Tenant to remain in the unit
- Violated the Tenant's privacy by sharing his email address
- Contacted the Tenant using a method that the Tenant did not welcome.
- Served the Tenant with unfair and incorrect eviction notices

54. The Tenant also alleged that he had not been informed that there was a tenanted basement unit in the house, but at the December 14, 2022 hearing, the Tenant acknowledged that he had been aware of the basement tenant when he signed the lease, prior to moving into the house. Therefore, the allegation with respect to the basement unit is dismissed.

Vital Services – Heat

55. The Tenant alleges that the Landlord withheld a vital service from the Tenant because of the above-mentioned heating issue in the bedroom.

56. Section 21(1) of the Act reveals:

21 (1) 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, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

57. I found above that there was a maintenance and repair problem with respect to the sufficiency of heat to the bedroom, however, it is not disputed that the house has a furnace and Landlords provided heat to the unit throughout the tenancy.

58. Therefore, the Tenant has not proved that the Landlords withheld a vital service to the unit, and the Tenant's allegation with respect to vital services is dismissed.

Substantial Interference

Basement Tenant

59. The Tenant alleges that the Landlords did not take sufficient action to address the conduct of the basement tenant. To be successful in proving this allegation, the Tenant must establish that the other tenant substantially interfered with his reasonable enjoyment of the residential complex or his rental unit. The Tenant must also establish that the Landlords failed to take reasonable steps to address the interference with the Tenant's reasonable enjoyment.
60. It is not disputed that the basement tenant's behaviour created problems in the residential complex and particularly for the Tenant, as he lived directly above the basement unit, and they shared a hallway and the front porch. Therefore, I am satisfied that the basement tenant substantially interfered with the Tenant's reasonable enjoyment of the rental unit and the residential complex.
61. The remaining question before me is whether the Landlords took reasonable steps to address the basement tenant's interference with the Tenant.
62. The Tenant testified to a number of incidents regarding the basement tenant, not all of which he reported to the Landlords. I cannot make a finding with respect to actions the Landlords took with respect to the allegations of which the Landlords were not aware, therefore only the incidents that the Tenant reported to the Landlords will be addressed in this order.
63. The remaining incidents occurred between October 7, 2019 and August 17, 2020. The basement tenant vacated the unit on September 24, 2020. The Landlords and the Tenant provided photographs and copies of email, text, and What's App communications in support of their testimony.
64. On October 7, 2019, the Tenant emailed the Landlord to complain about a bicycle and boots being left on the porch. SP investigated and discovered that they belonged to the basement tenant. On October 10, 2020, the upstairs tenants were concerned about the smell of cigarette smoke and SP determined that it was most likely a guest of the basement tenant. Later that day, SP contacted the basement tenant and reminded her that it was a non-smoking building and asked her to refrain from leaving her bicycle and boots on the porch.
65. On February 5, 2020, the Tenant contacted the property manager because the basement tenant was storing multiple items such as coats and boots and a grocery cart in the front hall. The hall is narrow and serves as the entry to all 3 units. The basement tenant did not completely address the situation and the Tenant complained again on February 11.
66. On February 12, 2020, SP, who was out of the country at the time for his mother's funeral, reached the basement tenant by telephone and continued to communicate with her by email until he received photographs showing that the hallway was clear of her items.

67. On February 20, 2020, SP initiated a discussion with the basement tenant to ask her to agree to terminate the tenancy at the end of March, 2020. The Tenant did not agree to move out at that time. SP testified that as it was the beginning of the pandemic, and the Landlords did not receive any further complaints from the Tenant until May, the Landlords took no further action at the time.
68. On May 15, 2020, police were called to the residential complex because of a domestic disturbance in the basement. The basement tenant informed SP that the basement tenant had said that her phone and keys had been stolen and the police had advised to have the locks changed.
69. SP responded to the Tenant and asked the property manager to have the locks changed on an emergency basis. SP reached the basement tenant on May 20, 2020, when she had replaced her phone, and served the basement tenant with a voidable first N5 Notice of Termination.
70. The basement Tenant voided the N5 Notice and the Landlord did not receive another complaint about the basement tenant until July.
71. On July 9, 2020, the basement Tenant called the police to the house, and the Tenant reported to the Landlord that the police had given him the impression it was a suicide attempt. The Landlord spoke to the basement Tenant who reported that she was having a difficult time, but that she had not attempted suicide.
72. SP installed a doorbell camera with the Tenant's assistance on July 14, 2020. The email and What's App messages provided by the parties reveal that SP and the Tenant were in contact about the basement tenant's conduct on several occasions during the week that followed.
73. On July 19, 2019 the Landlord received a complaint from the basement tenant about the Tenant's interference with her belongings, specifically the removal of a mirror in the hallway, smoking marijuana in the house, and his demeanor towards the basement tenant.
74. The Tenant responded to the Landlord's inquiry about the mirror by complaining that the basement tenant had asked the Tenant to talk to SP about flies in her unit, and had left a bag of garbage on top of the mailboxes, and that the basement tenant had late night visitors to her unit, which was disturbing to the Tenant. In further communications, SP confirmed that he was aware of the basement tenant's late-night visitors and that he would speak to the basement tenant. SP communicated with the basement tenant and reported back to the Tenant about the issues raised by the Tenant.
75. The Tenant did not submit any evidence to suggest that the Landlord had asked the Tenant to interact with the basement tenant with regard to maintenance or any matter related to the Tenant's concerns with the basement tenant.

76. On July 21, 2022, after reviewing the doorbell camera footage from the previous night, the Tenant contacted the Landlord by What's App to express concern about the basement tenant's mental health and ask if there was a social worker or someone that the Landlord could contact.
77. SP testified that the basement tenant had moved into the unit in 2014, before the Landlords purchased the house. She worked as a nurse, and that to his knowledge, the basement tenant did not have a social worker. SP testified that in July, he was concerned about the basement tenant, and the impact that her conduct was having on the Tenant. He spoke to the basement tenant repeatedly during the period between July 19 and July 23, 2020, and was met with resistance to inquiries about her visitors, and reassurances that the basement tenant had been having a difficult time but was ok.
78. On August 6, 2020. The Tenant reported to SP that the basement tenant was on the front porch smoking without her pants on and SP confirmed the behaviour by observing the basement Tenant in real time on the doorbell camera.
79. Later that day, SP contacted the basement Tenant, asking for a written response to his email. SP asked the basement tenant to refrain from smoking on the front porch, to dress appropriately, and to limit the frequency with which she received visitors after 2 am, as her conduct was having an impact on the other tenants of the residential complex.
80. The basement tenant responded by promising not to smoke on the front porch again, informing SP that her boyfriend works in security to explain why he was visiting the unit at late hours.
81. On August 17, 2020, at 5:00 p.m., the Tenant contacted SP to let him know that the Tenant's boyfriend had confronted the Tenant on the front porch, and threatened him, and accused the Tenant of providing the Landlords with information about the basement tenant and her conduct.
82. SP contacted the basement tenant, and informed the Tenant by email at 9:43 p.m., that the basement tenant had agreed to leave by October 15, 2020. The Landlord served the basement Tenant with a second, non-voidable N5 notice on August 18, 2020.
83. The Tenant also alleged that the basement tenant was responsible for a police visit to the residential complex on August 23, 2020, however the SP testified that the police were looking for the doorbell camera footage because of a matter unrelated to the residential complex. The landlord's testimony is supported by the Tenant's What's App message to the Landlord about the incident. Therefore, I did not consider this incident in my deliberations.
84. Although the Tenant alleged that the Landlords did not address the issues with the basement tenant, the email, text and What's App messages submitted by both parties indicate that SP responded to each incident raised by the Tenant within hours of receiving the complaint from the Tenant, and communicated with the Tenant about the steps taken.

85. The Landlords also took steps to end the basement tenancy amicably in February 2020, and served 2 N5 notices of termination, after the basement tenant's behaviour escalated. Additionally, SP negotiated the termination of the basement Tenant's tenancy, prior to an application being heard by the Board, and SP came in from Alberta to oversee the basement tenant's move. Although the Landlords did not discuss the service of eviction notices with the Tenant, out of privacy concerns for the basement tenant, SP informed the Tenant by email on August 17, 2020 that the basement tenant was moving out by October 15, 2020, and confirmed by email on September 15, 2020 that the basement tenant would be moving out on September 24, 2020.

86. Based on the evidence before me, including the oral testimony of both parties, I find that the Landlords took reasonable steps to address the basement tenant's interference with the Tenant's reasonable enjoyment of the rental unit. Therefore, I find that Landlords did not substantially interfere with the Tenant's reasonable enjoyment of the rental unit with respect to the basement Tenant.

Violation of privacy

87. It is not disputed that early in the tenancy, SP sent an email to all of the tenants of the residential complex with their emails clearly visible to each other. The Tenant testified that he did not agree to have his email address disclosed to anyone else and that he did not wish the basement Tenant to know his last name or to be able to contact him. SP testified that after the Tenant raised the issue with him, he did not show the Tenant's email on any further communications with the basement Tenant, and largely communicated with the Tenant on an individual basis.

88. The Tenant did not provide any evidence that he had received any unwanted email contact from the basement Tenant after his email address was disclosed to the Tenant. Therefore, I do not have sufficient information to determine what, if any, impact there was on the Tenant, and the Tenant's allegation is therefore dismissed.

Harassment and Coercion

Doorbell camera and What's App messages

89. It is not disputed that the Landlord purchased a doorbell camera which was installed by the Tenant and that both SP and the Tenant had access to the account. The Tenant testified that he had assisted SP with the installation because he was familiar with the technology, but the Tenant had not wanted to be involved and alleged that SP contacts with the Tenant to ask him about incidents captured on the camera were unwanted.

90. The parties testified to incidents captured on the doorbell camera between July 14, 2020 and August 6, 2020. The email and What's App messages submitted by both parties reveals that the Tenant both independently monitored the footage and responded to the Landlord's questions about the footage and whether the late-night visitors to the unit were guests of the basement tenant.

91. The Tenant further alleges that SP began contacting him on What's App on July 14, 2020, and that the Tenant asked him not to contact him because he did not wish to be "What's App buddies" with his landlord.
92. A review of the What's App conversations submitted into evidence reveals that the Tenant both initiated conversations and responded to What's App messages from SP. While the Tenant indicated that he did not wish to have any interaction with the basement tenant or her boyfriend on July 19, 2020, he did not request that SP cease contacting him with respect to the basement tenants conduct, or visitors to the unit. On September 20, 2020, the Tenant emailed SP, saying, in part, "feel free to message me here or on What's App..."
93. SP testified that on September 25, 2020, the Tenant sent an email response to SP informing him that the Tenant had deleted SP from his What's App because he no longer wished to receive messages from SP, and that the Tenant would communicate only by email in the future. The Landlords submitted a copy of email communications in support of his testimony.
94. Based on the evidence before me, I find on a balance of probabilities, that SP did not harass the Tenant by communicating with him with respect to the doorbell camera. I further find that SP did not harass the Tenant with respect to the use of What's App messages between July 14, 2020 and September 23, 2020.

September 24-25, 2020

95. On September 15, 2020 SP informed the Tenant that he wanted to do an inspection of the unit and to meet with the Tenant in person, if possible, when SP was in town between September 21 and September 24. The Tenant had initially indicated that he would be at home on September 24, 2020, but later informed SP that he did not want to be present when the basement tenant and her boyfriend were still present.
96. SP testified that he had attempted to arrange to meet with the Tenant on the evening of September 24 or the morning/early afternoon on September 25, 2020, while the Tenant understood the Landlord to be suggesting the evening of the 25th. SP acknowledged that his What's Apps messages were not clear.
97. The Tenant informed the Landlord on the evening of the 24th, that the Landlord that he could not access the unit on the morning of the 25th, because the Tenant had not received 24 hours notice for that time. SP later attempted to reach the Tenant on the evening of September 24, and the morning of September 25 by What's App and telephone. Some of the messages were to inform the Tenant that the Landlord had changed the locks and where to find the key, and that the Landlord had left a fire extinguisher for the Tenant. The Tenant did not respond.
98. The Tenant alleges that the volume of communications with respect to entry of the unit on September 24 and September 25 constituted harassment. In my view, it is more likely that there was a miscommunication of times and dates. The Landlord attended the residential

complex, but did not enter the Tenant's unit. The messages and phone calls may have been irritating to the Tenant, but, in my view, SP's actions do not rise to the level of harassment.

Agreement re ongoing rent

99. The Tenant alleges that the Landlords coerced him into agreeing to a temporary rent reduction of \$200.00 per month. The Tenant testified that he lost his job in March, 2020 and was experiencing financial hardship. Beginning in July, 2020, the Tenant had been paying his rent on the 25th of the month, beginning in July, 2020, because he was on CERB. In August, 2020, the Tenant informed the Landlord by email that he was having difficulty, but hoped to have a new job soon, and asked that the Landlord apply the last month's rent deposit to August's rent and that he would pay the rent for September "as usual." The Tenant also mentioned that he was looking for a less expensive place to live as rents were coming down.
100. SP responded by saying that the Landlords were not prepared to use the last month's rent deposit if the tenancy were to continue, and told the Tenant that they would apply the last month's rent to August if he wished to terminate the tenancy. SP suggested a call to discuss the options.
101. The Tenant testified that in their telephone conversation SP suggested a rent reduction for 2 months of \$200.00 per month, and that he agreed to continue to accept the rent on the 25th of the month. SP disputed that he agreed to change the rent due date, but confirmed that he had agreed to accept September's rent by September 25, 2020. The lease was not amended to change the due date for the rent. Therefore, I find on a balance of probabilities that the rent was due on the first of the month.
102. It is not disputed that the Tenant agreed to the Landlords' proposal, however the Tenant testified that he felt coerced, and that he only consented to the proposal because he was concerned that if he did not agree, he would be evicted.
103. SP testified that they had agreed to a total reduction of rent of \$400.00 over two months, and that the Landlords had decided to seek only the reduced rent in calculating the Tenant's arrears for the remainder of the tenancy. It is not disputed that the Tenant paid his September rent on October 8, 2020, and his rent for October on October 28th, 2020. The Tenant did not pay any rent between November 1, 2020 and April 27, 2021, when the Tenant vacated the rental unit.
104. The Landlords proposal may not have met the Tenant's needs, and the Tenant may have preferred that the Landlords agree to deferring a month's rent, but according to the Tenant's own testimony, he accepted the Landlord's proposal. The Tenant's assertion that he believed he was "next on the hit list" after the basement tenant, was not consistent with his allegation that the Landlord did not take sufficient action to evict the basement Tenant. It is also inconsistent with the Tenant's allegation that SP had coerced him to agree to a rent reduction because the Landlords wanted him to stay in the unit.

105. Therefore, based on the evidence before me, I find, on a balance of probabilities, that the Landlords did not coerce the Tenant to agree to a temporary rent reduction.

Eviction Notices

106. The Tenant alleged that the Landlords harassed the Tenant with by serving multiple eviction notices on the Tenant, including 4 N4 notices and an N8 Notice of termination for persistently late payment of rent.

107. It is not disputed that the Landlords had agreed to accept the Tenant's September rent on September 25, 2020. The Tenant did not pay the rent by September 25, 2020, and the Landlord served an N4 notice on the Tenant on September 30, 2020.

108. The Landlords served the Tenant with a second N4 notice on October 9, 2020 for October's rent. The Tenant paid the rent on October 28, 2020.

109. By November, the Landlords had retained the services of a Legal Representative, who sent a letter to the Tenant with an N4 notice for November's rent on November 7, 2020. The Tenant responded that the Landlord had agreed that he could pay the rent on the 25th of the month, and the Landlord replied that he had not agreed to change the rent due date. I found above, that the rent was due on the 1st of the month.

110. The Landlord filed an L1 application pursuant to the 4th N4 notice served on December 3 notice.

111. The Tenant also objected to the service of the N8 application because he believed that the rent was due on the 25th of the month. As previously noted the Tenant did not pay his rent by the 25th of the month in either September or October of 2020. SP testified that in addition to the contested months after September 2020, the Tenant had paid his rent late on several occasions earlier in the tenancy, prior to the pandemic and the Tenant's job loss. The Landlords submitted documentary evidence in support of their testimony.

112. Landlords are entitled to enforce their rights through the service of notices and the filing of applications. The Tenant was in arrears when the N4 notices were served, and I am satisfied that the Tenant had paid his rent late on multiple occasions prior to the issuance of the N8 notice. Therefore, I find, on a balance of probabilities that the Landlords did not harass the Tenant by serving the N4 and N8 notices on the Tenant.

113. I found above that the Landlords did not withhold a vital service, substantially interfere with the Tenant's reasonable enjoyment of the rental unit or harass or coerce the Tenant with respect to any of the Tenant's individual allegations.

114. Therefore, the Tenant's application must be dismissed.

115. This order contains all of the reasons in this matter and no further reasons will issue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 27, 2021, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$7,467.58. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit, interest the Landlord owes on the rent deposit, and the rent abatement the Landlord owes the Tenant is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before November 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 26, 2023 at 7.00% annually on the balance outstanding.

November 14, 2023
Date Issued



Kathleen Wells
Member, Landlord and Tenant Board

15 Grosvenor St, 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$9,714.75
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,850.00
Less the amount of the interest on the last month's rent deposit	- \$40.70
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	-\$542.47
Total amount owing to the Landlord	\$7,467.58