



Order under Sections 30, 31, 34, 57, and 130
Residential Tenancies Act, 2006

File Number: TET-15308-21

In the matter of: MASTER BEDROOM, 22 WOODFERN AVENUE
SCARBOROUGH ON M1K2L3

Between: Mika M. Flengas Tenant

and

Perpetua Anapolis Landlord

Mika M. Flengas (the 'Tenant') applied for an order determining that Perpetua Anapolis (the 'Landlord') and the Landlord's agent, Anna Anapolis, harassed, obstructed, coerced, threatened or interfered with the Tenant 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 (T2 Application).

The Tenant also applied for an order determining that the Landlord and the Landlord's agent reduced or discontinued a service or facility (T3 Application).

The Tenant also applied for an order determining that the Landlord gave the Tenant a notice of termination for Landlord's own use in bad faith (T5 Application).

The Tenant also applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 Application).

These applications were heard by videoconference on May 20, 2021.

The Tenant, the Landlord, the Landlord's agent, Anna Anapolis, and the Landlord's legal representative, Rajan Mahavalirajan, attended the hearing.

Determinations:

T2 Application:

1. With respect to the Tenant's T2 Application, the Tenant identified that she was having issues with another tenant in the rooming house, which included calling the police two times with respect to the other tenant. The Tenant alleged that the Landlord substantially interfered with her reasonable enjoyment of the rental unit by failing to respond to the Tenant's complaints about the other tenant. The Landlord's agent testified that she spoke

to the other tenant regarding the Tenant's grievances and did not find those grievances to be substantiated. I find that the Landlord responded to the Tenant's complaints about the other tenant and investigated those complaints. As such, I do not find that the Landlord substantially interfered with the Tenant's reasonable enjoyment by failing to respond to the Tenant's complaints about the other tenant. As a result, this portion of the application is dismissed.

2. The Tenant alleged that the Landlord's agent screamed at her and falsely accused the Tenant of hitting the other tenant. The Landlord's agent denied this. I did not find the Tenant's or the Landlord's agent's testimony to be more credible than the other's on this point. As a result, based on the evidence before me, I do not find that the Tenant has met the burden of proof, on a balance of probabilities, that the Landlord's agent screamed at her and falsely accused her of hitting the other tenant. As a result, this portion of the application is dismissed.
3. The Tenant alleged, and the Landlord did not dispute, that the Landlord put up video cameras in the common areas of the rooming house. As the Tenant does not have a reasonable expectation of privacy in the common areas of the rooming house, I find that the installation of video cameras in the common areas does not constitute harassment etc. or substantial interference etc. (see NOL-24584-16 (Re), 2016 CanLII 106379 (ON LTB)).
4. The Landlord admitted to discontinuing the internet service and agreed to pay the Tenant the \$100.00 requested by the Tenant for removal of the internet service and the \$85.00 expense requested by the Tenant for obtaining her own internet service. The Landlord contested the Tenant's request to be compensated \$1,620.00 for the time she spent acquiring the new internet service. I do not find it appropriate to order compensation for the Tenant's time acquiring new internet. As a result, the Landlord is ordered to pay the Tenant \$185.00 representing a \$100.00 abatement of rent and \$85.00 for out-of-pocket expenses.
5. The Tenant also alleged that the Landlord harassed the Tenant by serving the Tenant with various notices of termination and by filing applications with the Board. I am not satisfied that serving the notices of termination and filing the applications with the Board constitutes harassment in this instance. Both Landlords and Tenants have the right to address issues through the processes permitted by the Act. A finding that a party has engaged in harassment by availing themselves of the processes permitted by the Act should only be made in exceptional circumstances. I am not satisfied that the Tenant has proven on a balance of probabilities that this threshold has been met.
6. The Tenant claimed that the Landlord did not provide rent receipts for payments made in 2020. The Landlord acknowledged that they are obliged to provide rent receipts for payments made. Under these circumstances, I find it appropriate to order that the Landlord provide the Tenant with rent receipts for any payments the Tenant made to the Landlord in 2020 within 30 days of the date of this order.

7. The Tenant also claimed that the Landlord did not pay interest on the last month's rent deposit. As this has already been accounted for in order TEL-12647-20 dated September 15, 2021, I do not find it appropriate to make any order with respect to this item.
8. With respect to the remedies requested in the T2 Application, based on my findings above, I do not find it appropriate to order any further abatement of rent other than the \$100.00 noted above with respect to disconnection of the internet. As the Tenant is no longer residing in the rental unit, there is no utility in ordering the Landlord to stop engaging in the activities identified by the Tenant. I do not find it appropriate to order the Landlord to pay a fine to the Board given my findings with respect to the merits of the application. An order terminating the tenancy is unnecessary as the tenancy is being terminated by order TEL-12647-20 dated September 15, 2021. I do not find it appropriate to order moving or storage expenses as I do not find the Landlord caused the Tenant to move out of the rental unit. I do not find it appropriate to order any further out of pocket expenses other than the \$85.00 noted above with respect to the Tenant obtaining her own internet. I do not find it appropriate to order any other remedies requested by the Tenant.

T3 Application:

9. The Tenant's claim with respect to discontinuation of the internet has already been addressed in the T2 application above.
10. The Tenant's claim with respect to discontinuation of weekly cleaning is dismissed because there is insufficient evidence to establish that the Landlord was obliged to provide this service. The rental agreement does not state that the Landlord is obliged to provide this service. The rental agreement instead states that the Tenant is responsible for ordinary cleanliness. There is also insufficient evidence to support a finding that the common areas of the residential complex were not maintained in a state of ordinary cleanliness.
11. As a result, the Tenant's T3 Application is dismissed.

T5 Application:

12. The Tenant testified that when she moved into the rental unit, the Landlord's agent told her that there was "a loophole" in the legislation which would allow her to terminate any tenancy by saying she wanted to move into the rental unit. The Tenant testified that she knew this to be illegal.
13. The Tenant testified she did not believe the Landlord intended to move into the rental unit in accordance with the notices of termination for Landlord's own use she received and that she intended to contest the Landlord's application to terminate her tenancy for Landlord's own use (TEL-11544-20), but that the Landlord withdrew the application before she had the opportunity to do so.

14. In light of the Tenant's steadfast opposition to the notice of termination for Landlord's own use, I do not find that the Tenant vacated the rental unit "as a result of the notice" as required by subsection 57 (1) (a) of the Act.

15. As a result, the Tenant's T5 Application is dismissed

T6 Application:

16. The Tenant's T6 Application is dismissed because the issues it raises were raised in the above noted applications and addressed there.

It is ordered that:

1. The Landlord shall pay to the Tenant \$185.00, representing a \$100.00 abatement of rent for discontinuation of the internet service and \$85.00 for out-of-pocket expenses to connect her own internet service.
2. The Landlord shall provide the Tenant with rent receipts for any payments she made in 2020 within 30 days of the date of this order.
3. The Landlord shall also pay to the Tenant \$53.00 for the cost of filing the application.
4. The total amount the Landlord owes is \$238.00.
5. The Landlord shall pay the Tenant the full amount owing by September 25, 2021.
6. If the Landlord does not pay the Tenant the full amount owing by September 25, 2021, the Landlord will owe interest. This will be simple interest calculated from September 26, 2021 at 2.00% annually on the balance outstanding.

September 15, 2021
Date Issued

Toronto East-RO
2275 Midland Avenue, Unit 2
Toronto ON M1P3E7



Richard Ferriss
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.