

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

**File Number:** TSL-15450-20

**In the matter of:** 20, 1594 BATHURST STREET  
YORK ON M5P3H9

**Between:** Longgate Apartments Landlord

**and**

Sanja Dejanovic Tenant

Longgate Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Sanja Dejanovic (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard in Passcode: 307 892 768# on December 2, 2020. Interim Order TSL-15450-20-IN was issued on December 5 2021 on consent, terminating the tenancy as of December 30, 2020 and ordering that the Tenant pay rental arrears net of a \$1,000.00 payment by the Landlord to the Tenant for rent abatement for the period April through July 2020, as agreed by the parties at that hearing.

The matter was adjourned to allow the Tenant to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act') for matters which occurred in 2019. The continued hearing of the application was heard in Passcode 627 3289 0572 on May 20, 2021.

The Landlord's representative, B. Di Lisi, and the Tenant attended the hearing on May 20, 2021.

**Determinations:**

1. At the hearing the Tenant raised the following issues further to section 82 of the Act (the 'Section 82 Issues'):
  - a) Issues pertaining to behaviour of a previous Superintendent, to alleged harassment by the Landlord and to disputes about access to the unit for repairs in 2018 through March 2019;
  - b) Continued need for repairs through to early June 2019 and lack of use of the bedroom through to early June 2019; and
  - c) Verbal abuse and harassment on December 19, 2020 by the Landlord's Superintendent when the Tenant was vacating the building.

2. I noted at the outset of the hearing that the Tenant raised the Section 82 issues before the Board for the first time by way of submissions dated November 23, 2020, in advance of the December 2, 2020 hearing. The Tenant's issues were of a type which could have been raised by the Tenant by way of application under subsection 29(1) of the Act. Subsection 29(2) provides that no application may be made under subsection 29(1) more than one year after the day the alleged conduct giving rise to the application occurred. In the normal course, the Tenant would have been precluded from raising any issue pertaining to the Landlord's conduct prior to November 24, 2019. However, due to COVID, the Ontario government temporarily suspended all limitation periods (such as the one in subsection 29(2)). I indicated to the parties in the hearing that by giving effect to the government's limitation period suspension, the Tenant was entitled to raise issues about the Landlord's conduct from June 26 2019 forward, rather than only November 24, 2019 forward.
3. The parties agreed that the repairs which had formed the basis of some of the Tenant's allegations were completed by June 25, 2021.
4. The hearing was limited to two issues: first, the Tenant's complaints about dermatitis, which she indicated had surfaced the previous summer (being the summer of 2020), and which the Tenant attributed to the presence of mould in the unit prior to the repairs; and second, the Tenant's allegations regarding the behaviour of the Superintendent in December 2020, on the date the Tenant moved out of the unit.
5. On the question of the dermatitis, the Tenant presented no medical evidence to support her allegation that the condition was caused by the Landlord's failure to repair the unit. The Tenant testified that she had suffered from the condition for some time before she received helpful lotion from a drug store some months prior to the hearing. There was no dispute that the repairs to the unit were completed almost a year prior, in June 2019. I find that the Tenant failed to establish that the dermatitis was caused by the Landlord's failure to repair and, in any event, the alleged delay in those repairs predated the applicable limitation period for the Tenant's claim.
6. The question of the Superintendent's behaviour on December 19, 2020 was properly before me. The Tenant gave the Landlord and the Board appropriate advance notice of that matter in her amended submissions filed with the Board in advance of the May 21, 2021 hearing.
7. The Landlord did not present any evidence with respect to the Tenant's allegations about this matter so the Tenant's testimony as to the following is uncontested:
  - a) On December 19, 2020 the Tenant moved her belongings from her unit, which was on the third floor of the residential complex, with the help of a friend. The friend was another tenant from the first floor of the building;
  - b) The Tenant saw the Superintendent waiting on the third floor of the building. She thought that he may have been there to assist her with the move but, instead, he began yelling at her. He called her a liar and an idiot and said that she had no brain

capacity. He was very irritated and angry. The yelling continued for 10 to 15 minutes, prompting another tenant to come out of their unit and ask what was going on;

- c) The Tenant did not know what triggered the Superintendent's behaviour. She suspected that one of the principals of the Landlord had vilified her to the Superintendent because of her complaints during the earlier period when repairs were being done to the unit;
  - d) The Tenant testified that she had spoken with the Superintendent the previous day. There had been an issue about a couch which the Tenant had moved from her unit to the garbage area of the residential complex. The Superintendent wanted her to move it. She indicated to him that she did not have assistance for the move and asked the Superintendent to move it himself;
  - e) The Tenant acknowledged on cross-examination that the couch issue may have angered the Superintendent but that it could not have justified the Superintendent's behaviour toward her on December 19, 2021; and
  - f) The Tenant felt humiliated and threatened. She noted that the yelling was loud and extended and other tenants could hear the yelling. She was afraid to return to the unit after that, but did so once, accompanied by a male friend. The Superintendent was particularly angry about the fact that the Tenant had left a sofa from her unit by the garbage area of the residential complex.
8. I find that the Superintendent's behaviour on December 19, 2020 amounted to a substantial interference with the Tenant's reasonable enjoyment of the residential complex and/or harassment of the Tenant. While the Superintendent may well have been justified in being annoyed about the placement of the sofa by the garbage area, he was not justified in launching an extended and insulting tirade against the Tenant – particularly within earshot of the other tenants in the residential complex.
9. The Tenant requested that the Landlord be ordered to pay her \$7,000.00 in general damages for her pain and suffering with respect to the incident. She submitted that the award should be sufficient to be a deterrent to the Landlord's principal and the Superintendent to ensure that they conduct themselves in a respectful manner to tenants going forward.
10. I note that the Tenant's monthly rent prior to termination of the tenancy was \$1,381.00. I have the jurisdiction to award general damages of the type request by the Tenant but I am considering the quantum in light of what might otherwise be awarded by way of rental rebate. In my view an award of \$1,000.00 is appropriate in the circumstances.
11. The Tenant is entitled to a damages payment in the amount of \$1,000.00.

**It is ordered that:**

1. The Landlord shall pay to the Tenant \$1,000.00 on or before August 15, 2021.
2. If the Landlord does not pay the Landlord the full amount owing on or before August 15, 2021, the Tenant will start to owe interest. This will be simple interest calculated from August 16, 2021 at 2.00% annually on the balance outstanding.



**August 4, 2021**  
**Date Issued**

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Lynn Mitchell  
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.