



Order under Section 30
Residential Tenancies Act, 2006

File Number: TST-15703-20

In the matter of: 1, 1 BEXLEY CRESCENT
YORK ON M6N2P6

Between: Jared Skyers Tenants
Adrian Skyers
Oddette Skyers Doiley
Radcliff Skyers

and

1416363 ONTARIO LTD Landlords
Glen Ali

Jared Skyers, Adrian Skyers, Oddette Skyers Doiley ('OD') and Radcliff Skyers (the 'Tenants') applied for an order determining that Glen Ali (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of her household and harassed, obstructed, coerced, threatened or interfered with them (T2 application).

This application was heard by videoconference on October 26, 2021.

Oddette Skyers Doiley ('The Tenant') and Glen Ali ('The Landlord') attended the hearing.

Determinations:

1. The rental unit is an apartment located on the main floor in a residential complex. The Tenants moved into the rental unit on January 1, 2016, and as of the date of the hearing, were still in possession of the rental unit.
2. The Landlord purchased the residential complex from the previous owner in April 2017. Pursuant to the Tenants' lease with the previous owner, which the Landlord inherited when it acquired the building, the Tenants' rent was \$850.00. The Tenants also had access to parking at no extra charge.
3. The Tenants' raised the following issues in this T2 application:
 - i. The Landlord harassed the Tenants by sending threatening emails, texts and notices.
 - ii. The Landlord substantially interfered with their reasonable enjoyment by deliberately closing the laundry room in the residential complex and not maintaining the grounds in the winter and summer time.

- iii. The Landlord's actions have caused the Tenants severe emotional distress. The Tenants claimed a remedy of \$10,000.00 for the Landlord to cease troubling them.

The Tenants' evidence and submissions

4. After taking ownership of the residential complex in April 2017 the Landlord forced them to sign a new lease for the rental unit with a higher rent and pay an additional \$50.00/month for parking. The Tenants' refused to sign a new lease or pay the Landlord \$50.00 for parking.
5. At the hearing the Tenant OD testified that the Landlord harassed them by sending several threatening notices between April 2017 and August 2019. (Exhibits A-F).
6. The Landlord first increased the Tenant's rent in 2018 by serving an N1 Notice, effective April 1, 2018. The Landlord increased the monthly rent from \$850.00 to \$863.30. The \$50.00 parking charge was not included in this rent increase.
7. On Jan 28, 2019 the Landlord served the Tenants' with another N1 Notice, effective May 1, 2019. The Landlord increased the rent from \$863.30 to \$880.88. One month after serving the first N1 notice in 2019, On February 4, 2019 the Landlord served the Tenants with another N1 Notice to increase the rent from \$880.88 to \$928.84. The Tenant OD testified that this was an increase of almost \$50/month for parking. The Tenants never agreed to the \$50.00 parking charge and they never paid this charge (Exhibits B and C).
8. On June 4, 2019 the Landlord served the Tenants' with an N5 Notice to end the tenancy because on June 4, 2019 at 12:26 p.m., the Tenant Mr. Skyers threatened the Landlord to sue and put him through financial hardship when the Landlord texted the Tenant regarding paying \$50/month for parking. In the N5 Notice, the Landlord stated that due to the Tenant's threat he was stressed and feared for his wife and family future. The termination date on the N5 notice was July 31, 2019 (Exhibit D).
9. On June 24, 2019 the Landlord served the Tenants' with an N4 Notice because the Landlord claimed that the Tenants' owe the Landlord \$1350.00 in rent (Exhibit F).
10. On Sep 23, 2019 the Landlord's application to terminate the tenancy and evict the Tenants' due to nonpayment of rent was heard by the Board, the N4 notice was found invalid because the rental unit was not identified on the N4 notice. In the application, the Landlord claimed unpaid parking charges of \$1350.00 only. The Landlord's application for arrears was dismissed in order TSL-07786-19, issued on October 18, 2019, because the Board found that the \$50.00 parking charges were an illegal rent increase and/or illegal charge. The Board determined that the Landlord can not unilaterally change the tenancy agreement by charging the Tenants' for parking without their consent (Exhibit F).
11. The Tenant testified that after the hearing of September 23, 2019 the Landlord sent her a text message saying that "it's not over".

12. The Tenant OD testified that in April 2019 the Landlord deliberately closed the laundry room in the building. On April 13, 2020 the Tenants' sent several text messages and an email to the Landlord stating that the laundry room in the building was closed for two weeks. Between April 13, 2020 and April 15, 2020, the Landlord and the Tenants communicated via several text messages. The Landlord made the following statements (Exhibits H, I, J and K):

"Go somewhere else to do laundry".

"Get off your ass and start walking, put yourself at risk please not others."

"You can take this and shove it up to your ass"

"Fuck off asshole. You don't like way I run things??? Move it's a free country. The next time we meet in court don't send your wife to do a man's job. Panty man does that"

"Can't wait You be first on my list to be evicted".

"Must suck to be living from pay cheque to pay cheque".

13. The Tenant OD testified that the Landlord threatened to sue them and tow their car from the parking lot and kept on sending them threatening and harassing notices, text messages and emails (Exhibits A-F).

14. The Tenant testified that the Landlord's actions have caused unbearable emotional distress. The Tenant OD stated that the Landlord tried to paint her husband as a black angry man.

15. The Tenant OD alleged that in 2019 the Landlord deliberately did not maintain the grounds in the winter and summer time. On September 4, 2019 the city inspector ordered him to cut the grass and weeds. The Tenants' submitted into evidence the copy of the city inspector notice.

16. The Tenants' are seeking a remedy of \$10,000 for the emotional distressed caused by the Landlord.

The Landlord's evidence and submissions

17. The Landlord testified that he served the Tenants with N5 notice on June 4, 2019. On the notice the Landlord stated that the Tenant Mr. Skyers threatened to sue him and put him through financial hardship. The Landlord stated that he was stressed and feared for his wife and family future.

18. The Landlord testified that the Tenants' threatened and harassed him by sending him threatening text messages. The Landlord testified that between April 13, 2020 and April 15, 2020 the Tenants' sent him threatening and harassing text messages and made the following statements (Exhibit L):

"Fuck off you stupid pussy hole".

"You stupid."

"You are a stupid person based on your response"

“Fuck off asshole. You don’t like way I run things??? Move it’s a free country. The next time we meet in court don’t send your wife to do a man’s job. Panty man does that”

“Go suck your wife pussy”

“Just a reminder I am not working now, so you get no fucking rent. Until I go back to work. See you in court you pussy hole”.

19. The Landlord testified that the residential complex has a shared coin laundry room which was shut down in April 2020 due the issue with the dryer. The Landlord stated that due to COVID it was difficult to find a technician to repair the dryer immediately. The Landlord testified there was another coin laundry that at a few minutes walk that other Tenants were using as an alternate.
20. The Landlord testified that as per the lease agreement the Tenants’ have signed on January 1, 2016, the Tenants are responsible to mow and water the lawn, flower beds, and shrubbery in good order. A copy of the lease agreement was submitted as an evidence (Exhibit M).
21. The Landlord asserted that he filed N1, N4 and N5 notices because he has a right to go to the Board to resolve any dispute between him and the Tenants.

The Law

22. The relevant sections of the *Residential Tenancies Act, 2006* (Act) state:

22 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 substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household. 2006, c. 17, s. 22.
Landlord not to harass, etc.

23 A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

Analysis

23. From the testimonies and evidence of the parties, I find the relationship between these parties deteriorated steadily into a dysfunctional and acrimonious relationship starting in April 5, 2017 when the Landlord sent an email to the Tenants and notified them of \$50.00 monthly parking charges.
24. From my point of view, I believe the real critical point in their relationship began around June 4, 2019 when the Landlord gave the invalid “notice” of termination to the Tenants. The Landlord wanted to charge \$50.00 for parking but the Tenants, rightfully, refused to pay this illegal charge.
25. However, I am not satisfied that the service of multiple notices constituted harassment or seriously interfered with the Tenant’s reasonable enjoyment of the premises. The N1 notices were served for the purpose to increase the rent. The N4 notice was served due to

the nonpayment of \$1350.00. While ultimately the Board determined that the Landlord was not entitled to unilaterally charge additional rent for parking, this does not necessarily mean that the Landlord's attempt to impose the charge constituted substantial interference or harassment. The N5 notice was served for a legitimate purpose, namely that the Landlord believed that the Tenant had engaged in threatening and harassing behaviour. The Landlord exercised his right under the Act to serve a notice of termination if he believes that the Tenants breached some obligation under the Act, just as the Tenants have filed this application because they believe the Landlord has breached his obligations under the Act.

26. Closure of the coin laundry room certainly caused inconvenience for all the residents in the residential complex. I am not convinced that the coin laundry room was closed deliberately in order to target these particular Tenants. The coin laundry room was a facility for all the tenants residing in the residential complex. The dryer was fixed and the coin laundry room was opened to all before June 15, 2020.
27. The Tenant's alleged that the Landlord deliberately did not maintain the grounds in the residential complex. I am not compelled by the evidence that the grounds were not maintained deliberately in order to target these Tenants.
28. I find that the Tenants' submitted no evidence in support of their claim that the Landlord framed her husband as a black angry man.
29. Having considered the Tenants' evidence, I am not able to find in favour of the Tenants' claims of substantial interference and harassment. Between April 13, 2020 and April 15, 2020 both parties exchanged over 140 text messages. I am convinced that the parties must share responsibility for exchanging text messages that led to all the parties using inappropriate and disrespectful language towards each other.
30. I am denying all claims relating to harassment because the Landlord's conduct and statements at issue must be viewed in their context, which is an almost tit-for-tat exchange between the parties. Certainly, as the issues were presented to me, I am unable to place blame squarely on any single party and therefore as far as this T2 application is concerned, nothing here rises to the level harassment and substantial interference of the Tenants by the Landlord.
31. I do however strongly suggest that the Landlord adopt a more professional and proper mechanism of communication to ensure the Tenants' concerns are received, documented and responded in a professional manner.

It is ordered that:

1. The T2 application is dismissed.



Shahid Chaudhry
Member, Landlord and Tenant Board

January 12, 2022
Date Issued

Toronto South-RO
15 Grosvenor Street, 1st 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.