



## **Order under Section 31 & 77(8) Residential Tenancies Act, 2006**

**Citation:** Maludzinski v Salzer, 2023 ONLTB 75167

**Date:** 2023-11-20

**File Number:** LTB-L-036422-23-SA

And LTB-T-049281-23

**In the matter of:** Back, 56 EAST 32ND ST  
HAMILTON ON L8V3R6

**Between:** Darren Maludzinski Landlord

**And**

Maureen Salzer Tenant

Maureen Salzer (the 'Tenant') applied for an order determining that Darren Maludzinski (the 'Landlord'):

- 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.

Darren Maludzinski (the 'Landlord') applied for an order to terminate the tenancy and evict Maureen Salzer (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-036422-23, issued on June 30, 2023. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-036422-23.

The motion and the Tenant's application were heard by videoconference on November 7, 2023. The Tenant, represented by Emily O'Keefe, and the Landlord, attended the hearing. Also in attendance was John Lentz as witness for the Tenant, who testified at the hearing.

**Determinations:**

1. John Lentz lived in the residential complex since 2012. The Tenant has lived in the complex since 2017. In November 2022, the father of the Landlord, who was the Landlord to these tenants, passed away. Mr. Maludzinski testified that he was also on title and when his father passed away, he became the Landlord to both tenants.
2. After becoming the Landlord, Mr. Maludzinski realized that the house was in very poor condition and that he was financially challenged to keep the home. The Landlord approached the Tenant asking to increase the rent, telling them that he would need to sell the home or demolish it. The Tenants did not agree to a rent increase. The Landlord offered both tenants \$15,000.00 to move out. Mr. Lentz, whose monthly rent was \$505.00, accepted the offer and vacated the rental unit. Mr. Lentz testified that he left because of the rats. The Landlord acknowledged the rat infestation. The Tenant did not accept the \$15,000.00 offer to terminate her tenancy.
3. Approximately one week later the Landlord came to the Tenant with an N11 agreement to terminate the tenancy. The Landlord points to text message from the Tenant the day before telling the Landlord that she thought she could move in with her mother but need time.
4. The Tenant signed the N11 agreement to terminate the tenancy. The Tenant testified that she did not understand what she was signing and only signed the N11 because she felt pressured due to the Landlord's threatening and abusive behaviour. Mr. Lentz testified that he witnessed this aggressive and abusive behaviour from the Landlord.
5. Shortly after the Tenant signed the N11 she sought legal help at the legal clinic. The Tenant then wrote a letter to the Landlord stating that she did not want to terminate the tenancy. The letter states that she withdrew her signature because she only signed it under duress.
6. It makes little sense to me that the Tenant would turn down \$15,000.00 to terminate the tenancy, when the Tenant lives on ODSP and Old Age Security, and a week later agree to terminate her tenancy with no compensation unless the Tenant felt pressured to do so. After signing the N11, the Tenant sought legal advice because she did not want to terminate the tenancy.
7. The Tenant's T2 application was filed because the Tenant believes the Landlord's actions have substantially interfered with her reasonable enjoyment and because of the threats and name calling the Tenant has endured from the Landlord.
8. The Tenant alleges that the Landlord would call her by derogatory names whenever he was at the complex. This testimony was supported by the testimony from Mr. Lentz. The Tenant also complains that the Landlord would park his vehicle in the driveway of the rental complex, deliberately blocking her ability to leave. Several photographs were entered as evidence showing the Landlord's pick-up truck in different locations blocking the driveway.
9. The Landlord testified that he would only use the driveway for short periods of time when he would drop things off for the renovation work he was doing to the unit that Mr. Lentz had vacated. He also testified that he has a disability and therefore it was necessary for him to park in the driveway.

10. Due to the Landlord parking in the driveway the Tenant contacted housing enforcement. The Landlord then stopped parking in the driveway.
11. Based on all the evidence before me, I find on a balance of probabilities, that the Landlord has substantially interfered with the Tenant's reasonable enjoyment. Mr. Lentz personally witnessed the actions of the Landlord and testified to what he experienced. I also found the Landlord's behaviour at the hearing to be aggressive toward the Tenant. The Landlord had offered the equivalent of nearly two years rent to the Tenant for her to terminate the tenancy which was rejected. The Landlord's own testimony was that he is under financial pressure and wants the Tenant out so he can deal with the home. Regarding the parking issue, I found the Landlord's testimony on this issue inconsistent. When asked about parking on the street there was no reasonable explanation why this was not an option except that there is a fire hydrant on the street. I find the Landlord was deliberately parking in the driveway to interfere with the Tenant's ability to exit.
12. The Tenant's monthly rent is \$800.00. The Tenant is seeking a 25% abatement of rent. In determining what I believe is reasonable under the circumstances, I have considered the fact that the Landlord stopped parking in the driveway as well as the testimony about the frequency of the interactions with the Landlord. On the second point, I found the Tenant's testimony inconsistent. When questioned on this point, the answers were confusing and apart from what the witness testified to, there is little evidence for me to rely on in making this determination. I find an abatement of rent in the amount of \$500.00 to be reasonable in all the circumstances.

**It is ordered that:**

1. The motion to set aside Order LTB-L-036422-23, issued on June 30, 2023, is granted.
2. Order LTB-L-036422-23, issued on June 30, 2023, is set aside and cannot be enforced.
3. The Landlord shall pay to the Tenant \$500.00 on or before November 30, 2023.
4. Should the Landlord fail to pay to the Tenant \$500.00, the Tenant may deduct this amount from the lawful monthly rent in December 2023.

**November 20, 2023**

**Date Issued**

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Greg Joy

Member, Landlord and Tenant Board

15 Grosvenor Street, 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.